

AGREEMENT OF ISSUING AND USING DOMESTIC DEBIT CARD

No: _____

This Agreement of Issuing and Using domestic debit Card (hereinafter referred to as "the Agreement") is entered into dated,
at

BETWEEN:

CARD ISSUER : WOORI BANK VIETNAM LIMITED - BRANCH

Branch Operation Register No. :

Address : Title:

Representative by : Tel:

(Hereinafter referred to as "**the Bank**")

AND

CUSTOMER : Address:

ID Card/Passport No.: Tel :

(Hereinafter referred to as "**Cardholder**")

WHEARES

(A) Customer is in demand for using a Domestic Debit Card in Vietnam and submitted Application for Issuing Domestic Debit Card to the Bank;

(B) The Bank agrees to provide services of Domestic Debit Card to Customer;

AFTER DISCUSSING, Parties understand and agree to enter into this Agreement with respect to issuing and using domestic debit card (the "**Agreement**") with Articles as below:

ARTICLE 1: INTERPRETATION

This Agreement comprises the entire agreement between the Bank and the Cardholder in connection with issuing and using of the Cardholder's Domestic Debit Card. By accepting and/or using the Domestic Debit Card, the Cardholder unconditionally accepts all the following terms and conditions and accepts the onus and liability for ensuring compliance with the relevant laws of Vietnam as applicable.

Terminology in this Agreement is defined as follow:

- 1.1. "**Account**" : means account opened and designated by the Cardholder with the Bank through which Card Transactions are settled;
- 1.2. "**The Bank**" : means Woori Bank Vietnam – Branch
- 1.3. "**Card**" or "**Domestic Debit Card**" : means a domestic debit card issued by the Bank at the request of the Cardholder for use in connection with debit card facilities provided by the Bank;
- 1.4. "**Cardholder**" : means the person or organization having sole power alone to operate the Account in accordance with the bank mandate in respect thereof who requested the Bank to issue the Card and is holder of the Card;
- 1.5. "**Principle Cardholder**" : means the person in whose name the Card has been opened;
- 1.6. "**Supplementary Cardholder**" : means the person authorized by the Principle Cardholder to hold a Card and allowed to use balance of the Principal Cardholder's account;
- 1.7. "**PIN**" : means the personal identification number generated by the Cardholder from time to time for use with the Card;
- 1.8. "**Transaction**" : means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorized manner for debit to the Account;
- 1.9. "**Working days**" : means the weekdays from Monday to Friday, inclusive, except for Sundays, Saturdays and public holidays under Vietnamese laws.
- 1.10. "**ATM**" : means an automated teller machine installed by or belonging to the Bank or any member bank of the NAPAS (National Payment Service) networks;
- 1.11. "**Merchant**" : means any organization or individual which accepts the Domestic Debit Card as means of payment for goods and/or services;
- 1.12. "**BIN**" : means Bank Identification Number.

ARTICLE 2: CARDHOLDER'S RIGHTS AND OBLIGATIONS

2.1. Cardholder's Rights

- 2.1.1. To use the Card to perform Transactions at card transaction systems.
- 2.1.2. To use the amount of money on the Account for performance of legal and valid payment orders. The Bank shall facilitate the Cardholder to use the Account conveniently and safely.
- 2.1.3. Request the Bank for Card replacement when the current Card is lost, stolen, damaged or suspected to be made use of. Request the Bank to renewal a Card when the current Card is expired and Bank may implement as stipulated in this Agreement at request for replacement or renewal of a new card.
- 2.1.4. Request the Bank's assistance in disputes relating to Transaction.
- 2.1.5. To request the Bank where the Account is opened to perform legal and valid payment orders and to be supplied with information on payment transactions, account balance as per the agreement with the Bank.
- 2.1.6. Other rights in accordance with laws or written agreement between the Cardholder and the Bank, which are not contrary to prevailing laws and regulations.

2.2. Cardholder's Obligations

- 2.2.1. To supply full, clear and accurate information relating to the opening and use of the Card. To timely notify and send related documents to the Bank upon arising any change in the information of Card opening documents.
- 2.2.2. To carry out Card transaction without violation of Vietnamese laws and undertake not to use the Card to perform illegal transaction.
- 2.2.3. To preserve the Card, keep confidential information on the Card, PIN and may not transfer the Card. Present the valid Card upon performing card transactions. Not to allow other person using his/her own card, not to disclose his/her Card information and PIN within the card validity.
- 2.2.4. To maintain a minimum balance on the Card account as stipulated by the Bank.
- 2.2.5. Notify the Bank of any changes of the Cardholder's permanent address, billing address, mobile phone number or email address used for receiving the online transaction verification password. Provide all necessary information fully and accurately for Bank's request within the card use and maintenance.
- 2.2.6. To take responsibility for any damage caused by the mistakes or being misused, defrauded upon using Card at his/her fault.
- 2.2.7. Not to lease, lend his/her Card. Not to use the Card for transactions in relation to money laundering, terrorism financing, swindling, fraud or any other illegal acts.
- 2.2.8. To inform the Bank immediately in cases of lost, stolen of Card or suspected to be made use of or disclosure of PIN within 24 hours of the Bank's receiving the initial information by the fastest possible means (by telephone to Call Center, to visit any branch of the Bank).
- 2.2.9. In case PIN of the Card is disclosed, the Cardholder shall request the Bank for the issue of a new PIN and/or new Card.

ARTICLE 3: BANK'S RIGHTS AND OBLIGATIONS

3.1. Bank's rights:

- 3.1.1. To gather information of the Cardholder upon proposing the issue of the Card and/or applying measures of recovering debts and reject unreasonable requests of the Cardholder.
- 3.1.2. The Bank shall be entitled, at the own discretion, to deduct from the Card in following cases:
 - (a) For collecting due, overdue debts, interest and other charges arising during the account management and supply of the Card as per the written agreement signed with the Cardholder in conformity with applicable laws and regulations;
 - (b) Upon request by competent state regulator in judicial execution of decision on administrative sanction, judgment enforcement decision, tax collection decision or other payment obligations in accordance with laws and regulations;
 - (c) For adjusting items that are wrongly accounted, or that are not accounted to the right nature or not conformable to the details of the Card in accordance with applicable laws and regulations and notify the Cardholder for information;
 - (d) For regular payments as per the agreement between the Cardholder and the Bank.
- 3.1.3. To refuse the payment order of Cardholder in following cases:
 - (a) The Cardholder fails to fulfill requirements of payment procedure, payment order is invalid, or not compatible to registered details in the Card opening documents or not conformable to the agreement between the Cardholder and the Bank;
 - (b) Balance on the Account is insufficient or in excess of the overdraft limit for performing the payment order;
 - (c) Upon receiving a written request from a competent state agency or having appropriate evidence showing that the payment order is for the purpose of money laundering, terrorism financing as stipulated by laws and regulations on anti-money laundering;
 - (d) The Card is temporarily locked, totally blockaded or the Card is being closed, the Card is temporarily locked or blockaded partially whereas the remaining balance that is not locked, blockaded, is not sufficient (for the case of overdraft) or is in excess of the overdraft limit for performing payment orders.
- 3.1.4. Based on transaction document, debit transaction amount to the Account and/or charge to the Card Account for any loss, damage arising in connection with the card use and debit the card account with service fees.
- 3.1.5. To choose the fee collection for Supplementary Cards from any Principle Cardholder or Supplementary Cardholders or both.

3.1.6. To inspect the signature and identity papers of the Cardholder upon performing Transactions. Refuse to authorize payment, replace card, extend the card's validity or terminate the card use. In any of the above mentioned cases, the Cardholder's obligations as stipulated in this Agreement shall not be affected.

3.1.7. Other rights (if any) are implemented in accordance with laws or pursuant to an agreement in written between the Cardholder and the Bank, which are not contrary to prevailing laws and regulations.

3.2. Bank's obligations

3.2.1. To execute the payment order of the Cardholder after having verified, checked the legality, validity of the payment order.

3.2.2. To store the signature specimen of Cardholder, chief accountant or person in charge of accounting (If the customer is an entity that is required to arrange a chief accountant) and authorized persons for the purpose of verification, comparison during the use of Card.

3.2.3. To timely credit to the Cardholder's Account for inward remittance orders, deposits to account; to timely refund the amounts that were wrongly debited to the Cardholder's Account.

3.2.4. To timely and fully inform of the executed Transactions on the Card as per the agreement with the Cardholder and take responsibility for the correctness of the supplied information.

3.2.5. To keep the secret of information relating to the Card and Transactions on the Account of the Cardholder in accordance with applicable laws and regulations.

3.2.6. To be liable for any damage that is caused by virtue of mistakes or act of misuse, fraudulence on the Cardholder's Account at the Bank's fault.

3.2.7. To comply with laws and regulations on anti-money laundering and counter-terrorism financing.

3.2.8. To answer or handle requests or complaints from the Cardholder relating to the card issuance, use and repayment within less than 14 days upon the receipt of notification from the Cardholder.

3.2.9. Lock the Card upon receiving the Cardholder's initial notice on PIN is disclosed and the Card is lost or stolen or suspected to be made use of on condition that the Cardholder shall be provided exactly information with respect to the Card required by Bank as stipulated in article 4.4. hereof.

3.2.10. To execute security methods, risk prevention methods for Card transactions in accordance with regulations of risk management in electrical banking; To keep the secret of information relating to Transactions by card; To ensure infrastructure system, technology for issuance, payment by Card work securely and frequently;

3.2.11. To set up, maintain 24/7 Hotline to get, solve in time Cardholder's feedback information.

ARTICLE 4: USE OF THE CARD

4.1. The Domestic Debit Card is and will be at all times the property of the Bank, the Bank reserves the right to withdraw, at its discretion, the Domestic Debit Card and/or any of the relevant services offered at any time and will inform the Cardholder of such withdrawal if it is deemed necessary as required by Vietnamese laws.

4.2. Upon receipt of the Card, the Cardholder should sign the Card immediately. The Card is not transferable and may only be used to effect transactions during the validity period by the Cardholder.

4.3. The Cardholder must keep the Card secure and ensure that the Card number and PIN are not disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder must not choose a PIN which is clearly related to the information such as birth date, phone number, ID number or which represents a recognizable part of the Cardholder's name. The PIN shall not be easily guessed (such as 1111, 1234 etc.) or recorded on any item normally carried with or stored with the Card or Identifier, which could be lost or stolen with the Card.

4.4. When the Card is lost or stolen or Card's information is disclosed, the Cardholder must promptly notify the Bank. Upon the receipt of notification from the Cardholder, the Bank shall lock the Card and cooperate with relevant entities to carry out necessary operation to prevent possible damage and send another notification to the Cardholder.

The Bank shall temporarily lock the entire or a part of the amount on the Account within 60 minutes upon receiving the request in writing or via phone call or other methods from the Cardholder or as per the written prior agreement between the Cardholder and the Bank. The Bank shall be responsible for transactions happened after blocking time. If the Account is not locked after the Cardholder's request, the liability is on the Cardholder until 60 minutes after the Bank received the request, and then on the Bank after 60 minutes.

The time limit for the actions with respect to the notification received from the Cardholder shall not exceed 5 working days for the Card whose BIN is issued by the State Bank or 10 working days for the Card whose BIN is issued by an international card association from the date on which the notification is received.

In case where the Card is misused that cause damage, the Bank and the Cardholder shall determine their relevant responsibility and negotiate the measures for damage. Determining responsibility based on the fault of each Party. Each Party shall be taken responsibility within its fault limit (if any) and negotiated plan to handle the damage. In the event that both parties fail to reach a consensus on the measures for damage, relevant regulations of laws shall be applied.

4.5. The Cardholder may use the Card to pay for goods or services at retailers or suppliers who accept the Card by signing a sales slip and/or using the PIN and the Bank will debit the Account the amount of any such Transaction authorized in such way.

4.6. The Cardholder may use the Card in conjunction with the PIN to withdraw money from ATM which accepts the Card when they are in operation. The amount of money so withdrawn will be debited to the Account. The Cardholder may gain the information about account balance and the history of card transactions by ATM or at the Bank's branch.

4.7. The Domestic Debit Card is valid up to the last day of the month/year indicated on the Card. If the Bank does not receive any request from the Cardholder within sixty (60) days prior to the Card expiry date, the Bank will automatically renew the Card. Renewal of a Domestic Debit Card can only be processed if the Domestic Debit Card and the account linked to the Card are active.

4.8. The Cardholder accepts full responsibility for all transactions processed by the use of the Domestic Debit Card whether through ATM, POS (Point-of-Sale) Terminals or any other available device. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card the Cardholder is at fault. The Cardholder hereby authorizes the Bank to debit the Cardholder's account with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with the Bank's record of transactions.

The Cardholder is not liable for unauthorized Transactions subject to the followings:

4.8.1. Caused by the fraudulent or negligent conduct of the Bank's employees or employees of companies involved in networking arrangements or of Merchants.

4.8.2. Made using a Card or card detail that is forged, faulty, expired or cancelled or sales vouchers which have been forged.

4.8.3. Which require a Card or PIN and happen before the Cardholder has received the Card or PIN.

4.8.4. Made after you have reported a lost or stolen the Card to the Bank.

4.8.5. Where it is clear that neither you nor a Supplementary Cardholder contributed to those losses.

4.8.5. That is caused because the same transaction was incorrectly charged to your Account more than once.

4.9. The Cardholder's Account will be debited with the amount of any withdrawal, transfer and/or other transactions effected by use of the Domestic Debit Card. The Cardholder will maintain sufficient funds in the Cardholder's Account to meet any such transactions. The Cardholder shall not be entitled to overdraw the Cardholder's Account with the Bank or withdraw funds by the use of the Domestic Debit Card in excess of the overdraft limit, if any.

4.10. When the Cardholder use the Card:

4.10.1. The cases may be rejected the usage; insufficiency of the account balance, lost/stolen/damaged card, unavailable POS, exceeding a limit of card (daily or monthly), international payment, time-over, missing input on the card information to pay at on-line and other cases.

4.10.2. The cases may be temporary locked; lost/stolen, not-received, involved in fraud, Cardholder's requested, exceeded number of PIN errors, retained overdue loan or card of the Bank and other financial institutions and other cases.

4.10.3. The cases may be seized; fake, used illegally, used for the purpose of investigation and actions against crime as prescribed by law.

4.10.4. In any cases listed above not to affect to the Cardholder's rights and obligations that stipulated in this Agreement.

4.11. Contents not mentioned in this Agreement about the agreement on card issuance and usage shall be in accordance with Vietnamese laws.

ARTICLE 5: CHARGES

5.1. The Cardholder's Account will be debited with a charge in accordance with the Card Service Charges as issued and published in by the Bank in accordance with laws and provided to the Cardholder at the Bank's website (<http://vn.wooribank.com>). The Bank may from time to time reasonably change the Card Service Charges provided that a prior written notice of such changes is given to the Cardholder. The time limit from the notice of change to the implementation of the change of charges shall be 7 days.

5.2. Where the Account does not have sufficient funds to deduct such charges, the Bank reserves the right to deny any further Transactions.

ARTICLE 6: CUSTOMER INFORMATION

6.1. The Cardholder shall notify the Bank immediately of any changes to the Cardholder's information as well as any method which they wish to use for communication between the Cardholder and the Bank.

6.2. The Bank reserves the right, and the Cardholder hereby agrees to the Bank having the right, to disclose to and share with and receive from other institutions and relevant authorities involved in the Card transactions in accordance with regulations on bank card business.

6.3. Except for regulations in clause 6.2, the Bank shall protect the Cardholder's information and shall not collect, use, transfer such information to third parties without the Cardholder's consent, except at the request of the state authorities.

ARTICLE 7: ACTIONS AGAINST TRACE REQUESTS, COMPLAINTS AND DISPUTES

7.1. If there is any mistake or any doubt about a mistake that is related to Card transactions, the Cardholder is entitled to make verification request, complaint to the Bank. The time limit for the Cardholder to make verification request, complaint to the Bank is 60 days from the date on which the Transaction subject to verification is made.

a. At the present, Woori Bank Vietnam applies two forms of receipt of verification request, complaint of the Cardholder including:

- Directly at the branches, transaction office of the bank. The Cardholder fills in the information and Application form for verification request, complaint of the bank to provide the accurate information which will be the basis for the bank to make verification.

- Via hotline (18006003) (recording, 24 hours a day, 7 days a week). After receipt of the Cardholder's verification request, complaint by the bank, within 05 working days the Cardholder must submit the application form for verification request, complaint which will be the official basis for the bank to solve verification request, complaint.

- b. After the verification of basic information provided by the Cardholder, the bank will promptly take the measures to lock the card at the Cardholder's request due to he/she suspects there is fraudulence, loss. The Bank is responsible for all financial loss incurred (if any) under the regulations of the laws due to the use of card after the lock of the card.
- c. In case the Cardholder authorizes other person to make verification request, complaint, the Cardholder may implement in accordance with the law on authorization.

7.2. The Bank must process the trace request, complaint made by the Cardholder and reply for the Cardholder within 15 working days from the date of receipt of verification request, complaint from the Cardholder.

- a. With respect to the card whose BIN is issued by the State Bank, the time-limit for settlement of verification request, complaint will be agreed with the customer at agreement on issuing and using the card but not exceeding 45 working days from the receipt of first verification request, complaint of the Cardholder in one of the forms of receipt stipulated at Article 7.1.a hereof.
- b. With respect to the card whose BIN is issued by the bank, the time-limit for settlement of verification request, complaint will be agreed specifically with the customer at agreement on issuing and using the card.

7.3 Settlement of verification request, complaint:

- a. Within a maximum of 05 working days from the date of notice on result of verification, complaint to the customer, the bank carries out the reimbursement to the Cardholder as agreed and under the applicable law in respect of the losses incurred through no fault of the Cardholder and/or not in the case of force majeure in the agreement. In case of the losses incurred due to the relevant parties' fault (Acquirers, Switching companies, International card association, Merchants), the defaulting party implements the reimbursement to the bank under the agreement between the parties in compliance with the law;
- b. In case of expiry of time-limit for settlement of verification request, complaint as agreed in the agreement on issuing and using the card, it is still unable to define the reason or fault belonging to which party, within 15 next working days, the bank agrees with the Cardholder on the settlement method or temporarily reimburse the loss to the Cardholder until the competent authority issues the final conclusion determining the fault and responsibility of the parties.
- c. If the case has sign of crime, the bank will notify the competent authority under the regulation on criminal procedure and report to the State Bank (Payment Department, branches of the State Bank of provinces and central-affiliated cities); concurrently, give the notice in writing to the Cardholder on status of settlement of verification request, complaint. The settlement of the result of verification, complaint is the responsibility of the competent authority. In case the competent authority informs that there is no sign of crime, within 15 working days from the conclusion of the competent authority, the bank will discuss with the Cardholder on the method of settlement of verification, complaint."
- d. In case the Bank, the Cardholder and the relevant parties fail to reach an agreement and/or disagree with the process of settlement of verification request, complaint, the settlement of the dispute will be implemented under the law.

7.4. The Bank accepts no responsibility for the refusal of any Merchant to honor the Card. Nor will the Bank be responsible in any way for any goods or services supplied to the Cardholder. No claim by the Cardholder against the Merchant will relieve the Cardholder from any his/her obligation to the Bank hereunder. In particular, the setting up, modification, or termination of direct debit authorization instructions for any regular payment to be charged to the Cardholder's Account is strictly between the Cardholder and the respective Merchant. The Bank reserves the right not to set up, modify or terminate any such arrangement in the event of any dispute between the Cardholder and the relevant Merchant.

7.5. Any disputes or disagreement between the Cardholder and the Bank regarding to issuing and using Domestic Debit Card in Vietnam shall be settled first by negotiation, In case that disputes or disagreement are unable to solved by negotiation, parties have the rights of submitting to competent/functional court to handle in according to applicable law.

ARTICLE 8: PROHIBITION

- 8.1.** The Cardholder accepts full responsibility within Cardholder's faults for use of the Domestic Debit Card wrongfully or in contravention of this Agreement of and undertakes to indemnify the Bank to make good any loss, damage, interest, conversion, and any other financial charges that the Bank may incur and/or suffer on account thereof.
- 8.2.** The Cardholder shall not use the Domestic Debit Card for any unlawful purpose, including the purchase of goods or services prohibited by the Vietnamese laws and the jurisdiction in which the Cardholder resides.

ARTICLE 9: TERMINATION OF USE OF CARD AND ACCOUNT

- 9.1.** The Cardholder may discontinue/ terminate the Card anytime by giving a written notice to the Bank accompanied by the return of the Card cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by the Bank.
- 9.2.** The Bank may, as to the circumstances in the Bank's absolute discretion require, terminate the Card in accordance with Vietnamese laws.
- 9.3.** The terms and conditions comprised in this Agreement shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.

ARTICLE 10: FORCE MAJEURE

It is agreed that either party shall not be held liable for any loss or damage arising from the force majeure including:

10.1 Damage, loss due to natural disasters beyond the bank's control such as floods, fires, hurricanes, earthquakes, tsunamis, etc.

10.2 Damage, loss caused by war, riots, coups, strikes, embargoes, changes of the State's policy, etc.

10.3 Damage, loss caused by system errors, hackers, subjective fault of intermediate suppliers, service providers which are beyond control of the bank.

ARTICLE 11: MISCELLANEOUS

11.1. The Bank shall have right to amend or supplement any of this Agreement, features and benefits offered by the Card including usage of the Card, charges, termination of Card and account, rights and obligations of two parties, and others after more than 14 days upon written notice to the Cardholder. The Cardholder shall be liable for all charges incurred and all other obligations under these revised this Agreement until the whole amounts under the Card is repaid in full.

The Bank must notify this Agreement, amended in accordance with Vietnam laws at the Bank's address: 34th Floor, Keangnam Landmark Building, Lot E6 Pham Hung Road, Tu Liem District, Hanoi and on the Bank's website (<http://vn.wooribank.com>)

11.2. These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of Vietnam.

11.3. This Agreement takes effect from the date of signing.

11.4. This Agreement is made in 02 (two) original sets in Vietnamese or English with equal validity. Each Party shall keep 01 (one) set. In case of discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.

*IN WITNESS WHEREOF, THE PARTIES HEREIN ENTERED INTO THIS AGREEMENT DATED AS BELOWED AT OFFICE OF WOORI BANK VIETNAM LIMITED -
..... BRANCH*

DATE/ MONTH/ YEAR

CUSTOMER
(Name and Signature)

ON BEHALF OF BANK
(Signature and Seal)