



TERMS AND CONDITIONS ON OPENING AND USING PAYMENT ACCOUNTS AND TERM DEPOSITS AT WOORI BANK VIETNAM LIMITED

Terms and conditions on opening and using payment account and term deposit at Woori Bank Vietnam limited (“Terms and Conditions”) are updated from time to time to ensure compliance with the legal regulations and products/services provided by Woori Vietnam Limited. Customer(s) should actively access to website www.woori.com.vn for the latest version of these Terms and conditions.

Terms and conditions shall be an integral part of Application on using products/ services that customer(s) registered include but not limit the following products and services: Application cum Agreement for opening and using payment accounts, term deposits and banking services, application on specific products and services at Woori Vietnam Limited.

Terms and conditions include two parts: (i) General provision; (ii) Detail Terms and Conditions applied with services relating to payment account, term deposit.

I. GENERAL PROVISION

1. DEFINITIONS

In this Terms and conditions, the following terms are construed as follows:

- 1.1. **“Woori Vietnam”/ “the Bank”**: is Woori Bank Vietnam Limited and Woori Bank Vietnam Limited’s Branches and Transaction offices.
- 1.2. **“Customer(s)”**: is/are the individual(s) registering to open and use account services and/or other banking services (if any) at Woori Vietnam.
- 1.3. **“Account”**: is customer’s account(s) opened and maintained at Woori Vietnam.
- 1.4. **“Services”**: are all or any services provided by the Bank.
- 1.5. **“Legal representatives”** mean parents of a minor; a guardian of a ward, a person appointed by competent courts to a person with limited legal capacity, legal representative of a legal entity.
- 1.6. **“Authorized person”** means individual(s) or legal entities authorized on behalf of customer(s) to carry out transactions related account(s) and/ or services at the Bank.
- 1.7. **“Account holder”**: with respect to the individual’s account, the account holder is the individual opening the account;
- 1.8. **“Joint account” or “Co-owner account”** (hereinafter referred as “Joint account”): is the account opened by at least two entities or more. This entity can be an individual or organization. In which the purpose of using the account, rights and responsibilities between the entities and the relevant regulations must be stipulated clearly in documents accepted by the Bank
- 1.9. **“Account passbook”**: is the passbook issued by the Bank to the customer(s) upon opening account at counter to present information of account opened by the Bank and ’s transactions and summary information about account transactions according to the Bank regulations when requested by customer(s).
- 1.10. **FATCA**: is the Foreign Account Tax Compliance Act of United States Government.

- 1.11. “Force Majeure Event” or “ Force Majeure Case” means any event(s) which is unpredictable and unpreventable despite of performing all applicable methods and abilities, including of fires, floods, earthquake, hurricanes, or any natural disasters; pandemic, social distancing; strikes or other labor disputes incurred; war, revolution, terrorism or rebellions; changes of law or any orders of competent authorities; accidents of the technical system, supporting system or any related systems of the Bank or bank’s service provider; vandalism; network disruption, power failure and other force majeure events by regulation of the law;

2. SCOPE OF APPLICATION

The terms and conditions on opening and using payment account and term deposit are applied to the opening and using of all payment accounts and term deposits at Woori Vietnam.

3. GENERAL PROVISIONS

- 3.1. The customer(s) agrees to provide all documents, information and data as the Bank’s requests complying with the regulation of the applicable law and the Bank from time to time. The customer(s) represents and warrants to the Bank that all of documents, information and data provided to the Bank for opening accounts and/or application on opening, using any product(s) and/or service(s) of the Bank are accurate and truthful.
- 3.2. The customer(s) confirms to update promptly to the Bank (by writing according to the Bank’s form or other notification channels/means provided/used by the Bank) any changes including but not limit all information about: (i) name, address, citizen identification/ Passport, visa, mobile phone number, email and other information registered with the Bank; (ii) the termination and change of the legal representative or legal authorized person; (iii) any suspicion and/or detection of that any information which is used to do transaction with the Bank is disclosed, stolen and/or not ensured the privacy policy. The Bank is not responsible for any consequences that may occur due to the customer(s) providing inaccurate, incomplete, untruthful information, not updating information or not notify immediately when have any suspicion and/or detection of that any information is disclosed, stolen and/or not ensured the privacy policy
- 3.3. The customer(s) agrees to comply with regulations, instructions and procedures of the Bank from time to time which are related to operate and use any accounts or products or services in accordance with Terms and conditions for using bank services, including of any procedures of information verification, clarification/ identity check and other security procedures that the Bank may use to establish the authenticity of instructions or prior to implement any service or a part of service.
- 3.4. The customer(s) confirms that the Bank is entitled to use any information provided by the customer(s) to contact in necessary circumstances. Customer(s) agrees to allow the Bank to send

information of banking products and services and notifications of the Bank through email, mobile phone or other address channel that customer(s) registered with the Bank in compliance with the legal regulation.

- 3.5. The Bank is entitled to refuse to open accounts, refuse/ terminate to provide services or refuse any transactions or any other instructions in compliance with legal regulations if the customer(s) does not comply with the agreement between the Bank and the customer(s) or the regulations of the Bank which are published at any branches, transaction office and/or on the Bank's website, application regarding to the accounts/services and/or transactions violating the Vietnamese law.
- 3.6. The Bank is full entitle to amend, supplement or remove any part or the entire content of the terms and conditions relating to any accounts or services provided by the Bank
- 3.7. The customer(s) information shall be secured, confidential unless having other agreement and/ or having other regulation of the law and/or the requirement of competent authority.
- 3.8. The customer(s) agrees accordingly when the customer(s) signs or agrees/ demonstrates consent on any application for any account/ term deposit or service provided by the Bank, the Terms and Conditions shall be an integral part of the contract/ agreement on opening and using payment accounts/ term deposits or that service and constitute a part of agreement between the customer(s) and the Bank about opening and using payment account/ term deposit or that service;
- 3.9. The customer(s) agrees that the Bank shall be entitled to change, and/or amend and/or adjust these Terms and Conditions as well as other services. When these events occur, after updating the Bank will notice to customer(s) through the publication of Terms and Conditions at the Bank's Branches/ Transaction Offices or on website www.woori.com.vn, online banking application or the Bank will send notification to customer(s) through one of means such as email, mobile phone, SMS through the number of mobile of customer(s), or notice by other methods that the Bank considers appropriate. Customer(s) confirms to update actively Terms and Conditions and all changes, amendment, adjustment with service according to the notification of the Bank; if customer(s) does not agree, customer(s) shall be entitled to negotiate with the Bank to terminate using account or related services. If customer(s) continues to use products/services after the Bank noticed about changes, supplements or adjustments means that Customer(s) accepts completely all these changes, adjustments, supplements. Customer(s) is responsible for all costs incurred and obligations specified in these Terms and Conditions until all payments are made in full.
Customer(s) confirms to be instructed by the Bank to read and understand all regulations on opening and using account and contents related to account listed at the counter and website of the Bank.
- 3.10. All terms and conditions of the Terms and Conditions are adjusted and explained by the Vietnam law. If any terms and conditions in the Terms and Conditions is declared to be invalid, that does not invalidate other terms.

- 3.11. Terms and conditions are made in English and Vietnamese. In case of any discrepancy between the Vietnamese version and English version, Vietnamese version shall prevail.
- 3.12. Any notice, correspondence or other communication from Woori Vietnam to the customer(s) may be given by sending/ communicating to the address, telephone or email registered on Application on using account or banking service or in customer's notice to Woori in written and will be deemed duly received by the customer(s) based on: the date or the attempted date of document/ letter delivery in case that documents are sent by post or by express delivery; the sending date in case of being sent by email, SMS, or the date of communicating via phone or via Mobile Banking application or other electronic means as notified; or the date of announcement in case of publishing on website of Woori Vietnam at www.woori.com.vn or the date of announcement/ promulgation at any Branches/ Transaction offices of Woori Vietnam. Customer(s) confirms and has obligation to read, update all notices/ information that the Bank sent to customer(s) by one of above methods
- 3.13. General conditions for accounts of individuals less than 15 years old
- a. Rights and obligations of the legal representative of the account holder less than 15 years old
 - i) The legal representative has the right to use (but not authorize to other people) account of individuals less than 15 years old which he is its legal representative;
 - ii) The legal representative is liable for using account of individuals less than 15 years old which he is its legal representative for the individual's benefit;
 - iii) The legal representative indemnifies the Bank against any loss the Bank suffers which incurs as a fault of the legal representative or the individual less than 15 years old.
 - b. In case there is any change of the legal representative, the old and the new one must visit the Bank and submit required documents before making any transaction in connected with account.
 - c. If the legal representative dies, is has been declared dead or, goes missing, is has been declared missing or legally incapacitated, limited legal capacity, the change of legal representative will be on the decision of competent authorities and/or regulations of the applicable law.
 - d. The Bank shall be entitled to close the accounts of individuals less than 15 years old upon the request in written by the legal representative unless otherwise not allowed to close the account stipulated in this Terms and conditions or regulations of the applicable law.
- 3.14. Contents not mentioned in this Terms and conditions will be carried out according to the legal regulation of Vietnam

4. GOVERNING LAW

This Terms and Conditions and Application cum Agreement for opening and using payment accounts, term deposits and banking services, are made and governed by applicable Vietnamese law.

II. SPECIFIC TERMS AND CONDITIONS

5. PROVISION ON OPENING AND USING OF THE ACCOUNT

5.1. Provision on opening of the account

- a. Any individual is entitled to open account at Woori Vietnam in accordance with the Bank's regulations and has obligation to comply with the applicable law, internal regulation of the Bank on opening and using of account.
- b. The customer(s) must provide necessary documents for opening account on the request of the Bank in order to open account. The declared elements in the account opening documents must be accurate and true. The customer(s) is responsible for the registered elements in the account opening documents, documents provided for the Bank.
- c. After completing examination, cross examination and verifying KYC information, The Bank implements the following steps:
 - i) If the documents, information and data are sufficient, accurate and legal, The Bank provides to customer(s) Application cum Agreement for opening and using payment accounts, term deposits and banking services according to the form of the Bank. The customer(s) fills in the information, signs in the Application form and registers signature specimen of the account holder and authorized person (if any), the seal (if any). If customer(s) opens account via online means, opening and using account shall comply with the Bank's the regulation of opening and using account via online means from time to time.
 - ii) If documents, information and data for opening account are insufficient, not accurate or inconsistent, The Bank shall notify customer(s) to check and complete file or refuse to open account and clarify the reason for customer(s) to know.
 - iii) If customer(s) is detected using documents, information and data which are fake or illegal or is blacklisted customer(s) in accordance with anti-money laundering laws, the Bank reports to the competent authorities to evaluate, synthetic and report to competent authorities and handle according to law.
- d. The Bank shall implement to open account for customer(s) who meets all conditions.

5.2. Provision on using of account

- a. Minimum balance: customer(s) must maintain minimum balance on account in accordance with the regulations of Woori Vietnam from time to time at website www.woori.com.vn.
- b. Interest rate:
 - i) Customer(s) is entitled to the interest (if any) accrued from the actual balance at interest rate announced and listed publicly by Woori Vietnam from time to time. The payment of interest depends on agreement between the Bank and customer(s) in accordance with the Bank's internal regulations and principle that the interest rate does not exceed the maximum deposit interest rate (if any) as

stipulated by the State Bank in each period. In case the account has been blocked or escrowed for certain purposes, the interest rate shall be applied as stipulated by Woori Vietnam's regulation or accorded to agreement between Woori Vietnam and customer(s) (if any).

ii) Interest calculation method:

- ✓ Term for interest calculation: is determined from the date Woori Vietnam receiving the deposit to the day the before the date that Woori Vietnam fully pays the deposit. The time for determining the balance to calculate the interest is at the end of each day within the interest calculation period.
- ✓ Actual balance: is the balance of customer's account at Woori Vietnam at the end of the interest calculation day.
- ✓ Days maintaining actual balance: is the number of days for which the actual balance at the end of each day is constant.
- ✓ Interest rate for interest calculation: is interest rate that is stipulated in point (i) clause 5.2b of this Article, calculated by %/year (annual interest rate); on the basis of one year three hundred and sixty-five days (365 days).
- ✓ Interest calculation formula:

$$\text{Interest} = \sum [\text{Actual balance} \times \text{Interest rate for interest calculation} \times \text{Days maintaining actual balance}] \div 365$$

- c. Fees: include account management fee, account transaction fee and other relevant fees in accordance with the list of fees announced and listed publicly by Woori Vietnam at www.woori.com.vn from time to time or under the agreements between customer(s) and Woori Vietnam.
- d. Authorization: the account holder or the account holders (joint account) may authorize each other or other person to use the account under the law and the Bank's procedure on opening and using account. The authorized person has the rights and responsibilities within the scope of authorization and term of authorization. The principal is the person who takes responsibility with the Bank and before the law. The authorization must be made in writings in accordance with the laws regarding authorization and the Bank's regulations from time to time. Authorized person must register information and signature specimen as the Bank's regulations.
- e. Scope, account transaction limit: The customer(s) is entitled to use the balance authorized to use on the customer(s)'s account with Woori Vietnam through withdrawal, deposit order; legal, valid payment, in accordance with the registered signature.
- f. Account passbook (for account registers for passbook), PIN (if any), signature and seal (if any) registered at the Bank are conditions for making transaction; customer(s) takes all responsibility for keeping these conditions confidential and takes all responsibility related to the account in case of losing and/or allowing other person(s) using above conditions.

- g. The Bank is not responsible for compensation to customer(s) for any losses due to the Bank's execution of fraudulent instruction on transaction/payment/withdrawal etc., after checking, verifying according to the Bank's processes and by all the Bank's possibility, unless losses are due to the Bank's fault or in case before performing customer's instruction, the Bank has received written notification from customer(s) that one of the above conditions is lost or disclosed to unauthorized persons.
- h. The usage of payment accounts by individual under 15 years of age, individual with limited civil capability, incapacitated individuals, individual having limited cognitive, behavioral control capability must be done via representatives. Representative shall execute payments via payment accounts which he represents in accordance with civil laws pertaining to guardian and representation.
- i. The usage of payment accounts opened to monitor deposits, ensure solvency, and serve other purposes as per the law must adhere to relevant laws. The Bank is not allowed to debit deposits, balance of payment security accounts, and security for performance of obligation as per the law from accounts, except for deposits and security that facilitate the performance of obligation to the Bank.
- j. The use of joint account must adhere to joint account management and use agreements (or contracts) of co-holders and the following principles:
 - i) Co-holders share equal rights and responsibilities to the joint accounts; the use of checking accounts must be approved by all co-holders. Each holder is responsible for debt obligations that arise from the use of joint accounts;
 - ii) Notifications pertaining to the use of joint accounts must be sent to all co-holders unless otherwise agreed upon by the Bank and co-holders;
 - iii) Each holder may authorize another person (including the other holders) to use the joint account on their behalf as long as written consent of all other co-holders is provided;
 - iv) When an individual among co-holders was dead or is declared dead, declared missing, or incapacitated or an organization among co-holders is dissolved, goes bankrupt, or is terminated as per the law, the right to use the joint account and obligations that arise from the usage of joint account shall conform to regulations of the law;
 - v) In case that co-holders of joint accounts have the same nationality and different residential status, the joint accounts may only be used within the limit allowed by all co-holders in accordance with foreign exchange management laws. If for any reason the Terms and Conditions are not applicable or enforceable to a payment account holder, the Terms and Conditions shall continue to be binding on the remaining joint payment account holders.

- k. The Bank shall not be liable to indemnify the customer(s) for any loss or damages of the customer as a result of any fraudulent or forged transaction/ payment/ withdrawal after being checked, verified following correct procedure with all possible ability by the Bank, except for the Bank's fault or in circumstances when the Bank has received a written notification from the customer(s) that one of above transaction conditions is disclosed or lost to an unauthorized person.

6. BLOCKAGE OF ACCOUNT

6.1. Blockage of account: Woori Vietnam shall blockade a part or entire of the amount on customer(s)'s account in following cases:

- a. According to the prior agreement between account holder(s) and the Bank or on the request of account holder(s);
- b. When there are decisions or written requests from competent authorities as prescribed by the law;
- c. The Bank finds out that there are some mistakes, errors in crediting to the customer(s)'s account or a request for refund of money is sent from the remitting payment service supplier due to mistakes, errors in comparison with payment order after crediting to the customer(s)'s account. The blockaded amount shall not exceed the amount on the error remittance order;
- d. When there are requests for the freeze from one of the owners of joint payment account, excluding cases where there are prior written agreements between the Bank and the owners of joint payment account;
- e. Detecting and have grounds to assess that customer(s) uses fake identification documents to open accounts or opens an account for hire or for someone else to use;
- f. Woori Vietnam suspects and evaluates that the customer(s) opened an account with suspicious purposes;
- g. Woori Vietnam has basis to suspect and assess that the customer(s)'s account has generated transactions fraudulent or violate the law;
- h. Woori Vietnam detects any discrepancies or signs of irregularities during the process of opening and using the account;
- i. Cases will be blockaded in accordance with law on prevention and combat of terrorism and proliferation of weapons of mass destruction and law of anti-money laundering;

6.2. Immediately after blockading account, the Bank shall send a notice (in writing or other agreed method) to the account holder or his guardian, legal representative of the reason and scope of blockading the account (unless competent authority request the Bank to not inform customer(s) about account freezing), blockaded amount on the account must be kept intact and closely monitored as per the details of blockage. In case where the account is partially blockaded with part of amount, the other part of the account may still be used as usual.

6.3. Woori Vietnam shall end the blockage of payment account when one of following conditions is satisfied:

- a. There are written agreements between owners of payment accounts and the Bank/ Branch/ Transaction office;
- b. There are decisions to terminate the freeze of competent authorities as prescribed by the law;
- c. The mistakes and errors in money transfer payment are processed according to Point c Clause 1 of this Article;
- d. There are requests for the termination of the freeze from all of the owners of joint payment account or prior written agreements between the Bank and owners of joint payment account;
- e. In the event of the account blockage as stipulated in item e, f, g and h – clause 1 this article, the termination of account blockage shall be process as confirmed by the competent authority about not faked identification documents or not fraudulent account or no need to block account according to the Bank's assessment;
- f. In the event of the account blockage as stipulated in item i – clause 1 this article, the termination of account blockage shall be process as prescribed by the law of terrorism; financing of terrorism, proliferation of weapons of mass destruction or other related legal regulations.

7. CLOSING ACCOUNT AND HANDLING INACTIVE ACCOUNTS

7.1. Woori Vietnam shall close the customer(s)'s account in following cases:

- a. Owner(s) of payment accounts submit requests and have adequately fulfilled obligations concerning payment accounts;
- b. Owner(s) of payment accounts was dead or are announced to be dead;
- c. Owner(s) of payment accounts violated the prohibited behavior about payment account according to the regulation of law or violated commitment or agreements with the Bank;
- d. The Bank detects that customer(s) used fake documents, forged someone to open and use account with the fraudulent purposes or other illegal activities;
- e. The account does not maintain the enough balance and does not arise any transaction in the certain period of time according to the regulation of the Bank;
- f. There are prior written agreements between owner(s) of payment accounts and the Bank;
- g. Other cases as prescribed by the law.

7.2. Customer(s) cannot close the account in the day it is opened.

7.3. After closing account, the Bank notifies the account holder, the account holder's legal guardian or provides information about payment account, deposit to notary office/ competent authority to distribute inheritance on the request of one of legal heirs or provides information related payment account, deposit to all/ any legal heir stipulated at the legal will and have/has request of providing

information with the condition to comply with the regulation of personal data security and other regulation of law and internal manual of the Bank.

7.4. The remaining balance after the account is closed shall be treated as follows:

- a. Making payment as requested by the account holder or by the prior agreement between account holder and the Bank, guardian, legal representative of the account holder (if the account holder is under 15 years old, or is restricted in civil act capacity, or loses civil act capacity) or the inheritor, inheritor's representative in case that the holder of the personal payment account is deceased, declared as dead, missing;
- b. Making payment under the decision of the competent authority according to the legal regulation;
- c. The Bank shall handle in accordance with applicable laws and regulations in the event where the legal beneficiary to the balance on the account has already been notified but failed to come up to receive or as per a prior written agreement with the account holder in conformity with applicable laws and regulations;
- d. Transferring to suspended account and pending processing if account is closed due to customer(s) violates the law in payment or violates the agreement with the Bank or account related to fraud has the result of checking, processing from competent authority that request to close the account or other cases that account holders do not come to receive the remaining balance when closing account;
- e. After closing account, if the customer(s) has a demand for using account, he or she shall be required to implement the procedures for opening account according to the Bank's regulations on opening and using payment account.

7.5. Handling inactive accounts

- a. Inactive account is an account that does not have any transaction within a certain period of time in accordance with regulation/ manual of Woori Vietnam from time to time (excluding automatic fee/ interest collection transactions from the Bank's system);
- b. In addition to the service fees applicable to accounts opened at Woori Vietnam, the Bank may charge a fee for inactive accounts (known as an inactive account management fee). This fee (if any) will be announced by Woori Vietnam on the service fee schedule on the Bank's website www.woori.com.vn from time to time;
- c. Inactive accounts may be closed/ handled after a certain period of time in accordance with regulations/ manuals of Woori Vietnam from time to time. The Bank will notify the closing of the inactive account to the customer(s) through the Bank's website www.woori.com.vn, email or any other method in accordance with the Bank's regulations.

8. PROVISION ON TERM DEPOSIT ACCOUNT

8.1. Principal and Interest payment method:

- a. For each product, interest amount might be pre-paid after opening deposit account, or paid monthly or on the maturity date of term deposit;
- b. Premature withdrawal of deposits is when a customer(s) withdraws a part or all of the deposit before the maturity date of such deposit;
- c. Interest rates on premature withdrawal of deposits;
 - i) When a customer(s) withdraws all of the deposit: apply the lowest interest rate of demand deposit account based on the type of customer(s) and/or currency at the time premature withdraw;
 - ii) When a customer(s) withdraws a part of the deposit (apply for products that allow customer(s) to withdraw a part of the deposit before the maturity date):
 - ✓ Regarding the part of withdrawn deposit before maturity: apply the lowest interest rate of demand deposits account based on the type of customer(s) and/or currency at the time premature withdraw;
 - ✓ Regarding the remaining deposit: apply the interest rate equal to the interest rate applied to the deposit until the maturity date;
- d. For prepaid interest time deposit or periodic interest payment deposit, if customer(s) withdraws before the maturity date, the deposit is applied the lowest interest rate of demand deposits account based on the type of customer(s). The customer(s) has to return the interest margin between received interest amount and actual earned interest amount, and agrees to allow the Bank to automatically deduct from the principal amount at the time of withdrawal;
- e. Premature withdrawal of deposits shall be complied with the regulations for each deposit product provided by Woori Vietnam and be notified the customer(s) at the time of deposit registration. Term Deposit Accounts are applied according to specific regulations of each product at the time of deposit registration, and not be subjected to the regulation for the product which is regulated after the time of deposit registration.
- f. Closure on maturity date: customer(s) gets the principal and interest amount (if any) on maturity date according to the Bank's regulation.

8.2. Term Deposit rollover

- a. In case customer(s) registers auto rollover term deposit at the time opening account, on the maturity date:
 - In case customer(s) registers principal rollover (no interest rollover), principal amount will be auto rolled as initial deposit term and interest amount (if any) will be deposited to customer(s)'s payment account registered with the Bank;

- In case customer(s) registers rollover principal and interest, principal and interest amount will be auto rollover as initial deposit term;
 - Interest rate is applied at actual applied interest rate of the product at the time of rollover;
 - With non-residence foreigner and residence foreigner, deposit period is not allowed to be over Visa/ Residence Card/ other documents' remaining validation period. In case it is eligible to rollover deposit period, principal and interest amount (if any) will be deposited to customer(s)'s payment account registered with the Bank;
- b. In case customer(s) does not register auto rollover or product does not allow to rollover, principal and interest amount will be transfer to payment account on maturity date.

8.3. Handling in case payment account is blocked, closed

- a. When payment account of the customer is closed: When term deposit of customer is expired, customer(s) could transfer principal and interest amount to other payment account in Woori Vietnam or in other credit institutions on the request of the customer by written or directly come to the nearest Branch/ Transaction Office for receiving by cash;
- b. When part or all balance amount of payment account is blocked (related to pledge, mortgage, issue guarantee, open credit card or have some mistake in payment or other agreement), When term deposit of customer is expired; customer(s) could transfer principal and interest amount to blocked payment account in Woori Vietnam or other payment account in Woori Vietnam or in other credit institutions on the request of the customer by written, unless otherwise agreement or otherwise prescribed by the laws;

8.4. Handling in case account passbook/ certificate of deposit is crumpled, torn, lost:

- a. In case account passbook/ certificate of deposit is crumpled, torn; customer(s) comes to the nearest Branch/ Transaction Office to submit application for re-issue due to be crumpled, torn; returns to the Bank original account passbook/ certificate of deposit in order to exchange new account passbook/ certificate of deposit with same original content and must pay all exchanged fee;
- b. In case account passbook/ certificate of deposit is lost, customer(s) immediately informs Woori Vietnam and comes to the nearest Bank/ Transaction Office to submit application for re-issue due to be lost for issuing new account passbook/ certificate of deposit with same original content and must pay all exchanged fee.

8.5. Using term deposit as collateral: according to the state and laws regulation and the Bank's acceptance, customer(s) can use part or total amount of term deposit as collateral for customer(s)'s loan or third party in Woori Vietnam or other Banks (if any) and pay all related fee (if any) according to the Bank's regulations. Customer(s) commits that Bank has right to deduct term deposit for collecting debt when the loan is due and customer(s) cannot repay. This case is considered as early

settlement and the interest rate on deposits of such early settlement will be applied according to the Bank's regulations.

8.6. Transferring ownership of term deposit:

- a. Customer(s) only transfers ownership total amount of term deposit (not applicable for part of term deposit) through Transfer Ownership Request form that notarized or directly signed between customer(s) and ownership transferee at the Bank under the witness of Bank's tellers;
- b. Transfer Ownership Request form must include: transfer time; name, address, ID card/ passport number of transferor and transferee; transferred amount, validity period of Transfer Ownership Request form;
- c. Branch will record and implement to transfer ownership on the maturity date of term deposit: According to Transfer Ownership Request Form's information, Branch's teller will transfer total principal and interest amount (if any) to transferee's payment account on maturity date and open term deposit account for transferee as usual;
- d. Transferee's payment account must meet the conditions of the regulation about the term deposit entity, the internal regulation of the Bank and other related legal regulation.

8.7. Method of search term deposit: Customer(s) can search their term deposit information through calling to Woori Call Center (1800-6003), searching online on online Banking/ Mobile Banking or coming to nearest Woori Vietnam branches/transaction offices.

8.8. Deposit and withdraw term deposits through electronic methods:

- a. Customer(s) can request to deposit through electronic methods (such as Online Banking, Mobile Banking, ...) which directly connected to customer(s)' payment account in Woori Vietnam;
- b. Closure before maturity date: customer(s) is applied the lowest non-term interest rate according to actual deposit period;
- c. Closure on maturity date: customer(s) gets the principal and interest amount on maturity date;
- d. The Bank must ensure the stability of system, security devices for opening and withdrawing term deposit account accurately and safely for customer(s) as well as banking operation safety;
- e. The Bank ensures storage of full information related to opening and withdrawing term deposit account by electronic methods in order to meet customer(s)'s requirements in checking, reconciling and settling disputes.

9. ACCOUNT PASSBOOK

9.1 Account passbook is issued when customer(s) opens account at the counter, account holder must sign in the account passbook.

9.2 In case of losing account passbook, customer(s) must notify the Bank within 5 (five) working days from date of losing account passbook. The issuance of new account passbook will be charged fee

according to the Bank list of fees.

- 9.3 Customer(s) must show the account passbook when making any withdrawal transactions at the Bank's counter (if applicable). Account transactions will be updated in the passbook whenever the passbook is shown.
- 9.4 Account passbook is for reference, not the real balance at a specific time.
- 9.5 Information in the account passbook presents detail of transaction, and the account's balance is considered to be accurate and valid to customer(s), unless the Bank receives document request for amending transaction information within 14 days from date of transaction (not applicable for card transactions).
- 9.6 Account passbook is not transferable and not allowed to use as collateral without the Bank's approval.

10. PERSONAL IDENTIFICATION NUMBER OF ACCOUNT

- 10.1. Account holder(s) registers personal identification number of account (PIN) when opens account. This PIN is required for all transactions of customer(s)'s account according to the Bank's regulations.
- 10.2. Account holder(s) is responsible for managing PIN. In case of losing PIN or the PIN is supposed to be disclosed, account holder(s) must inform the Bank immediately and submit request to change PIN. The Bank will implement to issue new PIN after completion the procedures to verify the customer.

11. RIGHTS AND OBLIGATION OF THE CUSTOMER(S)

- 11.1. Rights of the customer(s)
- a. The customer(s) has the right to use the amount on his/her account to pay the legal transactions within the available balance;
 - b. The customer(s) has the right to choose the means of payment, payment services and facility provided by the Bank;
 - c. The customer(s) has the right to authorize one or more entities to use the account. The authorization must be made in accordance with the provisions of Article 5, item 2, point (d) of the Terms and conditions;
 - d. The customer(s) has the right to request the Bank where customer(s) opened payment account implement the legal, valid payment order and has the right to be provided the information on the payment transaction and the account balance, receive the account's document, debt notice, credit notice, account transaction information, account statement at a fixed period as stipulated by Woori Vietnam; The customer(s) may request Woori Vietnam to provide the account's documents and pay the fee according to the list of fees of Woori Vietnam;
 - e. The customer(s) has the right to request the Bank in writing or present the request at the Bank's transaction point to close account;

- f. The customer(s) has the right to request the Bank to block account or terminate the blockade as prescribed by the law;
- g. The customer(s) has the right to send the Bank the notice on the dispute arising between the account holders in relation to “Joint account”;
- h. Requesting the Bank to instruct the management, using payment account secure and explain, solve questions, claims in the process of opening and using payment account according to the agreement with the Bank;
- i. The customer(s) has other rights under the law or under the prior agreement between account holder and the Bank not contrary to the law.

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11.2. Obligation of the customer(s)

- a. The customer(s) has the responsibility to provide the information and update the change of information, register the signature specimen, the seal (if any), the relevant documents at the request of the Bank to open the account and use the account at the Bank. The customer(s) takes all responsibilities (if any) on the accuracy and truthfulness of the provided information. Customer(s) is responsible for providing information that Bank requests or on the request of competent authority, and must update information continuously on the request of the Bank as prescribed by the law in order to the Bank complies with any regulation of the law, especially the regulation about FATCA;
- b. The customer(s) has the responsibility to read, update information/ notices from the Bank sent via one of following channels: Email or the number of mobile phone that customer(s) registered with the Bank or publicly listed on website of the Bank: www.woori.com.vn. Customer(s) agrees with all contents of notice about secure and privacy data announced at the counter, website of the Bank;
- c. Complying with the regulation of opening and using payment account at this terms and conditions and agreement with the Bank, regulation of the Bank and regulation of the law;
- d. The customer(s) has responsibility to maintain the minimum balance on the account in accordance with the regulation of Woori Vietnam;
- e. The customer(s) has responsibility to secure adequate available balance on the account to make legal payment order and pay the fees in accordance with the regulations of Woori Vietnam. In case the customer(s) has agreement on overdraft with Woori Vietnam, customer(s) must implement the related obligations when paying in excess of the balance on the account;
- f. The customer(s) has responsibility to organize entries, follow up, collate and manage the account, account information, payment order and the document provided periodically by the Bank in relation to the customer(s)’s account;

- g. The customer(s) has responsibility to notify Woori Vietnam as soon as losing the account passbook, or discovering the error, mistake on his/her account or doubting that the account is misused, used for wrong purpose;
- h. The customer(s) has responsibility to provide to the Bank completed, clear, accurate and timely updated information in payment account document, additional information on the request of the Bank; has responsibility for risks which will arise in case providing, updating information not completed, accurate and timely and damages due to the errors of the customer(s);
- i. The customer(s) has responsibility to refund unconditionally to Woori Vietnam within 3 days from the date that Woori Vietnam sends a notice to the customer(s) at Woori's request for the amounts that customer(s) withdraw excess, withdraw over the balance, the amounts mistakenly credited to his/her payment account and other mistake transaction and coordinate with the Bank to refund the amount mistakenly credited to his/ her payment account;
- j. The customer(s) has responsibility to comply with the regulations, guidance of Woori Vietnam on the opening and using of account, payment order and using of means of payment;
- k. Security of information, identification factors, security factors registered with the Bank. Security of service username and registered/ provided electronic signature; provided security of service password; changing password periodically or at the request of the Bank; security of electronic devices/ software/ tools/ authentication signs registered/ provided by Woori Vietnam;
- l. The customer(s) takes responsibility on the damages due to mistake or being misused or cheated upon using the payment service via account due to the account holder's fault and/or their legal authorized person;
- m. The customer(s) has responsibility not to lease, lend his/her payment account to any other third party for any purpose;
- n. The customer(s) authorizes the Bank to automatically debit the customer(s)'s account to pay transactions and actual interest, fees and expenses arising in the process of account management and provision of services that the customer(s) has registered to use; fulfill payment obligations of the customer(s) under the decision of the competent authority (including the cases that Woori Vietnam debits the accounts according to regulations of laws, the cases that Woori Vietnam debits the accounts relating to fraud and cheating when there is a conclusion from the competent authority), Woori Vietnam debits the accounts to recover withdrawn transactions of excess, withdrawn over the balance, incorrectly credited amounts, excess amounts in the amount; offset the customer(s)'s obligations at Woori Vietnam and handle other cases as agreement between Woori Vietnam and the customer(s) or the provision of law;

- o. The customer(s) has responsibility not to use the account for the transactions for the purpose of money laundering, terrorist financing, cheating, fraudulence, crypto currencies trading or any other crypto currency related transactions or other violations of laws.
- p. All questions, complaints, all inquiries of customer(s) related to accounts, account transactions must be done within 60 days from the date the transaction arises via telephone switchboard (phonic) or in writing at transaction counter or other appropriate methods as prescribed by Woori Vietnam from time to time. Woori Vietnam has right to refuse to carry out the process of questions, claims and inquiries of customer(s) related to account, account transaction if customer(s) does not carry out within above period.
- q. The customer(s) has responsibility to comply with the regulations on foreign exchange management, anti-money laundering, FATCA; use, rotate, store the transaction documents; secure the methods of safe payment stipulated by the Bank.
- r. Customer(s) agrees that: (i) The Bank is allowed to process that data of customer(s) for the purpose of opening, using and managing account and/or develop customer(s)/ system of the Bank and/or implement the obligation of customer(s) for the Bank (if any) or for other purposes consistent with the Bank's business activities and the regulation of law; (ii) Method to process privacy data: The Bank and/or the decision of the third party from time to time consistent with the regulation of the law; (iii) The date of beginning and finishing of process privacy data is upon on the decision of the Bank and/or the third party consistent with the regulation of the law; (iv) The Bank will be exempt from all responsibilities when processing privacy data according to the law.
- s. Customer(s) is not allowed to carry out prohibited activities about opening and using payment account according to the law:
 - i) Altering and erasing payment instruments and payment documents contrary to the law; forging payment instruments and payment documents; storing, selling, transferring, and using counterfeit payment instruments.
 - ii) Infiltrating or attempting to infiltrate, steal data, sabotage, or make illegal changes to software programs or databases used in payment; taking advantage of computer network errors for profiteering purposes.
 - iii) Providing untruthful information related to the provision or use of payment services and payment intermediary services.
 - iv) Disclosing or providing information on the balances of payment accounts, bank cards, and payment transactions of clients at the Bank contrary to relevant laws.
 - v) Opening or maintaining anonymous or impersonating payment accounts; purchasing, selling, hiring, leasing, borrowing, and lending payment accounts or e-wallets; hiring, leasing, purchasing,

and selling bank cards or opening bank cards on behalf of others (excluding cases of anonymous prepaid cards); stealing or colluding with others to steal, purchase, or sell information on payment accounts, bank cards.

- vi) Using illegal payment instruments.
- vii) Performing, organizing, or enabling the following acts: using or taking advantage of payment accounts, payment instruments, payment services, or payment intermediary services to commit gambling, organize gambling, rig, deceive, and commit illegal trading and other illegal acts.
- viii) An owner of a payment account at the Bank that provides information for or commits to not having a payment account at the Bank for parties with relevant rights and obligations according to the law on the disbursement of loans of credit institutions and foreign bank branches.

12. RIGHTS AND RESPONSIBILITIES OF THE BANK

12.1. Rights of the Bank

- a. Debiting the account: Woori Vietnam will automatically debit the customer(s)'s account in the following circumstances and notify to customer(s) to know:
 - i) To collect the due, overdue debt, interest and charges, fees incurred during the account management and provision of payment service (applicable to all accounts of customer(s));
 - ii) To collect the due, overdue debt, interest and incurred charges relating to bank's credit provision to customer(s) and/or other credit provision that customer(s) is a guarantor for the debt repayment;
 - iii) At the written request of the competent authority in the enforcement of decisions on sanctioning of administrative violations, enforcement decisions, decisions on tax collection or make other payment obligations under the law;
 - iv) To adjust the items which have been wrongly accounted, accounting errors, incorrect accounting of the nature or not suitable with the use of payment account as prescribed by the law and notify the account holder by one of the following methods: telephone and/or message (SMS) and/or electronic mail (email) according to the information which the customer(s) registers with Woori Vietnam;
 - v) Upon finding that the customer(s)'s account is credited mistakenly or at the request on cancellation of remittance order by the institution providing remittance payment service because the Bank finds that there is mistake upon comparing with the payment order of the remitter;
 - vi) To pay regular, periodic payment of the Account holder and other cases under the written prior agreement among Woori Vietnam and Account holder and third party (if any);
 - vii) To deduct the tax under FATCA (if any);
- b. Refusing to execute the payment orders: Woori Vietnam will refuse to execute the payment orders of the account holder in the following cases:

- i) The payment orders are illegal or illegitimate;
 - ii) The Account holder fails to fulfill the requirements for payment procedures; payment order is invalid, inappropriate with the details registered in the account opening and using documents or agreements between the account holder and Woori Vietnam.
 - iii) The Account holder does not have enough available balance on the account or exceeds the overdraft limit to execute the payment order;
 - iv) The account is blockaded at a whole or the account is closed;
 - v) Upon the written request of the competent authority according to the law;
 - vi) The account holders commit prohibited acts as prescribed by the law;
 - vii) The account holder(s) have not provided information or adequately provided customer(s) identification information as the Bank's request; or when suspecting regarding authenticity of information and the transaction purpose in respect of special transactions that must be monitored in accordance with anti-money laundering laws;
 - viii) Other cases as prior agreement with the customer(s) at Agreement on opening and using payment account including: Accounts are suspected of connection with fraud, illegal activities according to criteria and assessment of the Bank;
 - ix) The account is used for transactions relating to crypto currencies.
- c. Refusing to perform transactions or temporarily suspend the provision of internet banking services and take measures to authenticate and verify customer(s) (request customer(s) to visit the transaction counter or other appropriate forms) when there is the sign of suspicion about fraud, scam or the source of money transferred to account is illegal or sign of violation of the regulation of the law with the information, documents, data provided by customer(s) or there is doubt about the customer(s)'s account is used for fraud, scam or other illegal purposes.
- d. The Bank must re-authenticate KYC information and promptly adopt solutions according to anti-money laundering laws when:
- i) Customer(s) exhibits suspicious signs according to the Law on Anti-Money Laundering;
 - ii) The Bank suspects the legitimacy of submitted documents in application for account opening on a grounded basis;
 - iii) Information on holders of personal account or legal representatives of holders of business accounts is included in blacklist according to anti-money laundering laws, list of fraud suspicions on information system for managing, supervising, and preventing fraud risks in payment of SBV or list of customers suspected of fraud, violation of the law provided by Ministry of Public Security and other authorities (if any);

- iv) Information on payment accounts or account holders are inconsistent with information, data of competent authority;
- e. In case the Bank detects that the person using account violates the regulation of the law or regulations of the agreement between customer(s) and the Bank or there are signs of violation of law, the Bank has the right not to perform request of customer(s) to use account; retain exhibits and immediately notify competent authorities for review and handling;
- f. Suspending all payment and cash withdrawal transactions via payment accounts if personal documents of customer(s) expire or are not valid;
- g. Refusing the account holder's request to close the account or suspend to blockade the joint account upon occurrence of one of the following cases:
 - i) Upon the written notice of one of the account holders on the occurrence of dispute on the joint account between the joint account holders;
 - ii) When the account holder has not fulfilled the payment obligation in accordance with enforcement decision issued by the competent authority or has not paid the payable debts to the Bank;
- h. Regulating and applying methods to ensure of safety, security of opening and use of account in compliance with the law;
- i. Requesting customer(s) to provide adequate necessary information and documents when requesting to use payment account consistent with the regulation of the law;
- j. The Bank has right to send advertising about the products and services of the Bank to customer(s) via one of the following media: email, messages via customer(s)'s mobile phone or notification by other suitable methods that the Bank regulates from time to time;
- k. The Bank has right to collect, use and share information of customer(s) (including information in the Notice on protection and processing of personal data of the Bank) to serve purposes of processing information data according to the Terms and conditions. Notice on protection and processing of personal data is one of an integral part of this terms and conditions and application cum agreement on opening and using payment account, term deposit and banking service;
- l. Other rights under the law or in compliance with written agreement between account holder and the Bank which does not conflict with law.

12.2. Obligation of the Bank:

- a. Guiding the customer(s) to comply with the regulations on documentation of customer(s)'s information, opening of an account, set up transaction documents and the relevant regulations in the use of the account;
- b. Processing the payment order of the account holder after checking, controlling the lawfulness, validity of the payment order;

- c. Storing and updating all specimen signatures, seal templates (if any) of customer(s) to facilitate inspection and cross-examination during use of payment accounts;
- d. Securing the confidentiality of the information related to the account and transaction on the account of the Account holder under the law;
- e. Complying with the regulation on anti-money laundering and terrorist financing;
- f. Taking responsibility on the damages due to the mistake or being misused, cheated on the customer(s)'s account due to the Bank's fault;
- g. Timely crediting to the customer(s)'s payment account for inward remittance orders, deposits to account; timely refund the amounts that were wrongly debited to the customer(s)'s payment account; cooperate in returning amounts that have been mistakenly credited to payment accounts at request of other banks, foreign bank's branches serving remitter due to discrepancies in payment orders made by remitter;
- h. Promptly and adequately informing account holders about account balance, transactions, instruments of transactions that occur on payment accounts, and the freezing of payment accounts in writing or other means set forth under account opening and using agreement and be responsible for accuracy of information that the Bank provides;
- i. Updating periodically customer(s)'s information upon receipt of notice on change of customer(s)'s information by account holders and timely updating, verifying KYC customer(s) when identifying customer(s) with high risk level according to the criteria of the Bank. Maintaining, storing account opening documents and transaction documents of accounts under the law;
- j. Protecting confidentiality of private information and data of customer(s) or personal data provided by customer(s), information relating to payment accounts, and transactions made via payment accounts as per the law;
- k. Complying with anti-money laundering and anti-terrorism financing laws and avoid prohibited actions about opening and using payment account according to the law;
- l. Guiding customer(s) to use payment accounts safely, inform customer(s) about and provide explanation for customer(s) regarding prohibited actions in opening, using payment accounts, and settle questions and complaints of customer(s) regarding opening and using payment accounts in accordance with agreement between account holders and the Bank.

13. INFORMATION PROVIDING AND NOTIFICATION METHODS

- 13.1. Customer(s) has right to request information about his/her account balance, transactions on the account and other necessary information relating to the use of account. Customer(s) can submit request for information providing directly at branches/ transaction offices or via Woori Vietnam's Call center or other methods implemented by Woori Vietnam time to time. When receiving request

from customer(s), Woori Vietnam shall provide information to customer(s) based on law regulations.

- 13.2. In case the account has been blocked by Woori Vietnam, Woori Vietnam shall notify customer(s) about this blockage on the basis of compliance with the notification provision under this Terms and Conditions.
- 13.3. Woori Vietnam shall notify information relating to open and use account, Woori Vietnam's products and services to customer(s) by one of the communication methods that complemented by Woori Vietnam for each period of time including but not limited to the following: phoning, sending SMS or emailing to customer(s) or legal representative or authorized representative as registered at Application cum Agreement for opening and using payment accounts, term deposits and banking services.
- 13.4. The Bank must monitor effective period of personal documents of account holders and relevant persons in the use of payment accounts; notify customer(s) at least 30 days prior to expiry of personal documents for update and revision; suspend all payment and cash withdrawal transactions via payment accounts if personal documents of customer(s) expire.
- 13.5. Woori Vietnam will provide information in following cases:
 - a. Providing information at request of competent authority as per the law or with approval of customer(s);
 - b. Providing information on account balance to representatives, heirs (or heir's representatives) of personal account holder when the account holder is dead or is declared dead as consistent with the regulation and internal manual of Woori Vietnam.

14. PROCESS REQUEST/COMPLAINTS IN USING ACCOUNT

- 14.1. Receiving customer(s)'s request for investigation, claim on transaction: Woori Vietnam receives customer(s) request for investigation, claim via Woori Vietnam hotline (1800 6003) and via the Bank's transaction offices.
- 14.2. Customer(s) has the rights to request for investigating transaction within 60 days from the date of claimed transaction.
- 14.3. Time limit for processing a trace request/complaint:
 - a. Within 30 working days from the date of receiving customer(s)'s request/claim, the Bank takes responsibility for handling customer(s)'s request/claim. If it fails to determine reasons or which party at fault while the deadline for trace requests or complaints expires, the Bank shall, within succeeding 15 working days, agree with the customer(s) about the solution for processing such request or complaint;
 - b. Within 05 working days from the notification of results of trace requests and complaints, the Bank shall reimburse, upon agreement or in accordance with applicable law provisions, damage incurring

through no fault of the customer(s) and/or not in case of Force Majeure Cases;

- c. In case the Bank, Customer(s) and related parties cannot reach an agreement and/or disagree with the request for investigation and complaint process, the dispute resolution will be carried out in accordance with the provisions of law.

15. SETTLEMENT OF DISPUTE AND COMPENSATION FOR DAMAGES

- 15.1. If there is any dispute arising or in relation to opening, using and management of the account, the Account holder and Woori Vietnam will solve through amicable settlement. In case of failure, the parties have the right to bring the dispute to the competent Court in Vietnam for settlement.
- 15.2. The parties will be exempted from responsibility when Force Majeure Events occur according to the regulation of the law.
- 15.3. During the implementation of this Terms and Conditions as well as Application cum Agreement for opening and using payment accounts, term deposits and banking services; any party that violates the provisions of this Contract, causing damage to other party, must be responsible for compensation for total damages to the injured party. Levels and limits of compensation for damages are according to the provisions of Civil law./.