

AUTOMATIC SAFE DEPOSIT LOCKER APPLICATION

I / We wish to rent an Automatic Safe Deposit Locker (“Locker”) from the Standard Chartered Bank (Vietnam) Limited ('the Bank')

Charge Nominated Account for Safe Locker Rental: VND.....

Main Locker Holder: Mr Mrs Ms

ID/Passport Number:

Mobile Number (+.....) (.....)

Locker details Locker No.

Small Medium Large (subject to availability)

with preferred Locker tenure of.....years

from/...../..... to...../...../.....

(Please note that only 01 (one) Locker to be rented and operated by 01 (one) Main Locker Holder and 01 (one) Locker Mandate Holder (type regardless).

Locker fee will be calculated upon your preferred tenure, with minimum tenure of three (03) years)

Reason for Locker request:

Is cash involved in your assets? Yes No

(If Yes, please provide Source of Funds declaration (if applicable) with respect to requirements of High Value Over-The-Counter Cash Transactions for cash amount over VND1 billion)

Does your asset require preservation? Yes No

(If Yes, please notify the Bank prior emplacement for verification purpose.)

Authorization: Would you like to authorise a Locker Mandate Holder to operate your Locker?

Yes No

(If Yes, please complete the Locker Mandate Holder Info section)

LOCKER MANDATE HOLDER INFO

Locker No.

Name Mr Mrs Ms :

Relationship with Main Locker Holder Spouse Child Parent Sibling

ID/Passport Number

Locker Operating Modes Joint OR
(Either Main Locker Holder or Locker Mandate Holder could operate SDL solely) Joint AND
(Both Main Locker Holder and Locker Mandate Holder must be present to operate SDL)

APPOINTMENT OF LOCKER MANDATE HOLDER

With effect from the date of this Application, I/We hereby appoint below individuals as my/our Locker Mandate Holder to have access to Automatic Safe Deposit Box No. ("The Locker") and I/We request the Bank, until the Bank receives written directions from me/us to the contrary, to treat and consider my/our said Locker Mandate Holder as fully authorised to have full including but not limited to the surrender of the Locker and the release and discharge of the Bank from all liabilities to me/us in respect thereof.

The appointment does not confer any authority on my/our said Locker Mandate Holder to report loss of key and to make any arrangement to break open the Locker. I/We agree to indemnify the Bank against any claims, demands, losses, damages, costs and expenses including legal costs (on an indemnity basis) which the Bank may incur or sustain in connection with any fraudulent, negligent or unauthorised use of the Locker by my/our appointed Locker Mandate Holder.

AUTOMATIC SAFE DEPOSIT LOCKER RENTAL TERMS AND CONDITIONS

I/We the undersigned (the 'Main Locker Holder') hereby request Standard Charter Bank (Vietnam) Limited, whose registered office is at #1810-1815, Keangnam Hanoi Landmark, E6, Pham Hung Street, Me Tri Ward, Nam Tu Liem District, Hanoi, Vietnam and Enterprise Registration Certificate No. 0103617147 issued for the 1st time by Department of Planning & Investment of Hanoi City on 11 March 2009, (the 'Bank') to allow us to use the Bank's Safe Deposit Locker (the 'Locker') upon the terms and conditions (the "T&C") thereafter appearing. The Application Form and this T&C shall form an agreement between the Main Locker Holder and the Bank on leasing and using of the Locker (the "Agreement").

1. Locker details Mr Mr.s Ms

2. The Main Locker Holder shall have access to the Locker at any time (24/7) and under such regulations as shall from time to time be prescribed by the Bank except where access is prevented by reasons beyond the control of the Bank.

3. The Main Locker Holder shall not transfer or sublet the Locker. The Main Locker Holder shall be responsible to take out the appropriate insurance cover if the Main Locker Holder wishes to insure the contents of the Locker. The Bank shall have no duty or responsibility to insure the contents of the Locker but in the event that the Bank arranges any insurance, the premium and all other costs shall be for the account of the Main Locker Holder.

4. The Main Locker Holder at his own risk may appoint a Locker Mandate Holder to have full access to the Locker and control of its contents including but not limited to the surrender of the Locker and the release and discharge of the Bank from all liabilities to the Main Locker Holder in respect thereof. Where the term 'Main Locker Holder' includes more than one party, then the appointment of the Locker Mandate Holder has to be made by all of them. Appointments shall be in writing on a form supplied by the Bank. Until the receipt by the Bank at the branch where the Locker is located of written notice of revocation of the appointment of the Locker Mandate Holder or of conclusive notice of the death or legal incapacity of the Main Locker Holder-appointor, any act of the Bank in reliance upon such appointment of Locker Mandate Holder shall be fully binding upon the Main Locker Holder, the Main Locker Holder's executors, administrators and successors, The Main Locker Holder hereby agrees to indemnify the Bank against any claims, demands, losses, damages, costs and expenses including legal costs as between solicitor and Main Locker Holder which the Bank may incur or sustain in connection with any fraudulent, negligent or unauthorised use of the Locker by the Main Locker Holder's duly appointed Locker Mandate Holder.

5. The Main Locker Holder is required to maintain registered Current Account with the Bank at all times during the duration of this Agreement, failing which the Bank may terminate this Agreement under the provisions of Clause 13 hereof.

6. Main Locker Holder must immediately inform the Bank of any change of Main Locker Holder's information, including Locker Mandate Holder's information.

7. Before giving the Main Locker Holder access to the Locker, the Bank may require the Main Locker Holder to complete any forms required by the Bank (including but not limited to standing instructions to debit the Main Locker Holder's account in respect of the annual fee referred to in Clause 10a below) and to furnish the Bank with all such evidence of the Main Locker Holder's identity as the Bank will, in its absolute discretion, require.

8. Notwithstanding any provision in this Agreement that provides otherwise, the Bank will have a complete and unfettered discretion to refuse any person access to the Locker in any of the following events:

- a. When the Bank entertains any doubt as to the identity or authority of the person seeking access;
- b. When any sum or sums are due hereunder and remains unpaid;
- c. When the Bank deems it fit and necessary for protecting the interest of or preventing risk or loss to third parties.

The Bank will not be liable for any loss, damage or consequence resulting from such action.

9. The Main Locker Holder or his Locker Mandate Holder shall not in any circumstance lodge firearms, ammunition, corrosives, explosives, self-destructive substances of any kind or other goods or merchandise whose importation, exportation, preservation or possession is prohibited by law or which is or may be used for an illegal or improper purpose. If the Bank suffers any damage or loss, or incurs any liability as a result of the Main Locker Holder's breach of this condition, the Main Locker Holder shall fully indemnify the Bank against such damage, loss or liability. The Bank reserves the right to call upon the Main Locker Holder to open or may itself open the Locker by force or otherwise if the Bank is of the opinion that the Main Locker Holder is in breach of this condition and the expenses of such shall be borne by the Main Locker Holder. For assets requiring special preservation, Main Locker Holder must immediately notify the Bank of its condition and appropriate preservation measures before delivery of assets. Where Main Locker Holder does not notice and assets to be preserved are destroyed or damaged by improper preservation method, Main Locker Holder must be solely responsible for this; if causing damages, Main Locker Holder must be responsible for compensation to the Bank.

10. Payment of fee:

- a. The Main Locker Holder will pay for the said right of access the Bank's prevailing fee regarding to the preferred tenure in advance or such other sum as may from time to time be determined by the Bank and informed to the Main Locker Holder in accordance with this Agreement.
- b. In the event there is any fee or money due by the Main Locker Holder to the Bank pursuant to the terms of this Agreement, the Bank shall be at liberty to recover the same from any account which the Main Locker Holder has with the Bank and debit the MainLocker Holder's account with the same

11. Initial rental deposit

- a. An initial rental deposit shall be debited from the Main Locker Holder's account by the Bank prior to the availability of the key(s). Main Locker Holder and their Locker Mandate Holder will hold full responsibility upon their Locker key(s) and may duplicate it as needs.
- b. The key deposit may from time to time be revised by the Bank and the Main Locker Holder shall make such additional deposits when required by the Bank. If the key is lost or not returned, the deposit shall be forfeited but otherwise, the deposit shall be refunded upon the return of the key in good condition and the original receipt for the deposit to the Bank subject to any deduction for discharging any liability of the Main Locker Holder to the Bank.

12. Locker key(s)

If the Main Locker Holder loses the key, the Main Locker Holder shall furnish such evidence of loss as the Bank in its absolute discretion may require including but not limited to affidavits of loss or statutory declarations. The Bank may, if satisfied that the key has been lost, arrange to open the Locker in the presence of the Main Locker Holder and fit a new lock, the expense of which shall be borne by the Main Locker Holder.

13. Termination of Agreement

- a. Either party may terminate this Agreement by giving to the other party one (1) month's written notice of termination ('Notice') OR Main Locker Holder failed to give written termination notice post contract expiry date. There shall be no refund pro-rata or otherwise of the fees paid for the use of the Locker.
- b. In the event of the Bank terminating this Agreement under the provisions of Clause 13a hereof:
 - (i) The Main Locker Holder shall produce to the Bank the key to the Locker within the time specified in the notice. If the Main Locker Holder fails to produce the key within the time specified, the Bank shall be at liberty to cause the Locker to be opened and shall not be responsible for damage to any of the contents thereof.
 - (ii) The Locker shall be opened in the presence of an officer of independent third party (for example: an external lawyer engaged by the Bank) who shall make an inventory of the contents of the Locker, and the contents until disposed shall be kept in a vault or safe of the Bank. The inventory made and certified by the Bank's independent third party shall be conclusive evidence against the Main Locker Holder, his heirs, successors and assigns and against any other person or entity having or claiming to have property of any kind deposited in the Locker and in any court proceeding.
 - (iii) If the Main Locker Holder does not collect the contents of the Locker from the Bank within two (02) month of the expiration of the notice of termination stated in paragraph (a) above, the Bank shall have the power of sale with respect to the contents by public auction or private treaty with a notice to the Main Locker Holder if so required by law or deemed necessary by the Bank; and shall sell and apply the same towards discharging any liabilities of the Main Locker Holder to the Bank. Any surplus remaining after sale shall be a debt due to the Main Locker Holder payable immediately upon sale. Where the term 'Main Locker Holder' includes more than one party, payment of the surplus to any one of them shall be full and sufficient discharge of the Bank as against all of them.

14. If the duration of the Agreement is expired and Main Locker Holders do not liquidate the Agreement or extend it, the Bank is entitled to terminate the validation of Main Locker Holder's Locker and empty Main Locker Holder's Locker after informing the Main Locker Holder of the same; In the event of the death of the Main Locker Holder, Main Locker Holder's heir(s) or estate administrator on production of evidence on inheritance or appointment of estate administrator which is made in accordance with applicable laws shall be entitled to have access to the Locker and remove all the contents after which

this Agreement shall be automatically terminated. The Bank may, at its discretion and without being responsible for any loss or damage whatsoever and howsoever caused or howsoever arising prior to the said evidence on inheritance or appointment of estate administrator being produced, permit upon such terms and conditions as the Bank thinks fit any person claiming to be entitled to administer the deceased Main Locker Holder's estate to open the Locker and examine the contents of same for the purpose of preparing an inventory in the presence of an officer of the Bank but such person shall not be permitted to remove any of the contents except any testamentary document whereby such person is appointed executor of the deceased Main Locker Holder's estate, in which event the Bank shall be allowed to retain an certified copy of such document.

15. Unless otherwise agreed in writing, when a Locker is rented by two or more persons jointly, it shall be a contractual term of this Agreement that any one of the Main Locker Holder or, in the case of the death of one of them, any one of the survivors thereof shall be permitted to open the Locker and to remove or otherwise deal with the contents or any part thereof and the Bank shall not be bound to inquire nor be regarded as having any knowledge or notice, actual, implied or constructive, as to whether any of the contents of the Locker are owned singly, jointly or in common by the Main Locker Holders. The contractual term shall survive the death of any of the Main Locker Holders and shall be binding on the personal representative of the deceased Main Locker Holder.

16. All costs and expenses (including legal costs) incurred by the Bank in connection with this Agreement (whether by way of enforcement or otherwise) as well as the contesting of and involvement in any legal proceedings of whatsoever nature by the Bank for the protection of or in connection with the Locker and/or its contents shall be payable on a full indemnity basis by the Main Locker Holder on demand.

17. The Bank shall not be responsible for any damage to or loss of the contents of the Locker or for any consequential loss arising directly or indirectly therefrom nor shall it be affected by notice of any trust or equity in respect of the same or any part thereof. The Bank shall also not be liable for damages caused by events of force majeure. The Bank shall have a general lien over the contents of the Locker in respect of all debts or liabilities arising out of this Agreement.

18. Main Locker Holder agrees that the Bank may amend, add to, or delete the terms of this Agreement at its sole discretion at any time and from time to time by posting notice of such changes on the Bank's public website (www.sc.com) and the Main Locker Holder shall thereafter be bound by the changes if continues to use the Locker from the time the changes are effective. If Main Locker Holder does not agree with such changes, Main Locker Holder shall be entitled to terminate this Agreement in accordance with Clause 13a.

19. Any notice under this Agreement shall be deemed to be duly served on the Main Locker Holder if sent by (i) post or delivered by hand to the last known address of the Main Locker Holder, or (ii) sent via email, sms to Main Locker Holder's registered email address(es), mobile phone number(s) with the Bank, or (iii) posted on the Bank's website. Where the term 'Main Locker Holder' includes more than one party, service on any one of them shall be sufficient service as against all of them.

20. The Agreement shall be construed and governed by the laws of Vietnam. In case of dispute between Main Locker Holder and the Bank, such dispute shall be resolved by a competent court of Vietnam.

21. Main Locker Holder undertakes to follow the User guide of How to use Locker (enclosed with this Application and presented in Locker room). Main Locker Holder must be solely responsible for any damages for not strictly following the applicable instructions, and must be responsible for compensation to the Bank.

22. Main Locker Holder declares that the information in this Locker Application form submitted to Standard Chartered Bank (Vietnam) Limited and any of its branches ("the Bank") is true, precise and most updated. I / We hereby authorize the Bank to update my / our information (including card data and biometric (fingerprint) data) in the Bank's system and apply this information for all products, services

that I / we am / are applying to the Bank. I / we shall commit to inform the Bank of all changes if any, and agree that Bank can request to supplement documents and information from time to time, in order to modify and / or update my / our information which will be valid for use and replace all information that I / we have provided Bank earlier.

23. The Bank employs a biometric fingerprint system in order to register Main Locker Holder/Locker Mandate Holder for the Automatic Safe Deposit Locker service, using biometric fingerprint recognition technology to authenticate Main Locker Holder/Locker Mandate Holder each time Main Locker Holder/Locker Mandate Holder access the locker. The biometric data system used by the Bank does not capture a complete image of Main Locker Holder/Locker Mandate Holder's fingerprint either at enrolment or at any point thereafter. It generates a mathematical representation of fingerprint which is stored in the Bank system and compares this when Main Locker Holder/Locker Mandate Holder applies fingerprint to the sensor to authenticate him/her to access the locker. Main Locker Holder/Locker Mandate Holder's fingerprint image cannot be reconstructed from the fingerprint data recorded and held by the Bank. Main Locker Holder/Locker Mandate Holder can withdraw from this service at any time, in which case the fingerprint data held by the Bank will be deleted permanently and securely.

If you wish to proceed, please tick the box below:

I/We give my/our consent to the Bank collecting and processing my/our biometric fingerprint data to control access to my/our Safety Deposit Locker

24. In the closure event of nominated account that linked to the Locker, either voluntary or involuntary, the pro-rated annual rental fee would not to be refunded.

Main Locker Holder's Signature	Verified By	Locker Mandate Holder's Signature	Verified By
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Full name:

Full name:

Date :/...../.....

Date :/...../.....

For Bank's Use Only

Locker No.: Tenure:

Total Rental Fee (VAT inclusive):.....

Deposit Fee (VAT inclusive):

Total Fee:

Main Locker Holder/Locker Mandate Holder:

Agree to the Bank collecting and processing biometric fingerprint data

Main Locker Holder:

Matched info between form and eBBs

Locker Mandate Holder:

Has existing Current Account

Has blood/marriage relationship with Main Locker Holder

Info has been updated under Main Locker Holder in SDL system

Approved By (with name and signing number/PWID):

Full name:

Date :/...../.....