

TERMS AND CONDITIONS APPLICABLE FOR TERM DEPOSIT (APPLICABLE FOR CORPORATE AND INSTITUTIONAL CLIENTS)

The following terms and conditions shall apply for all of your term deposits with Standard Chartered Bank (Vietnam) Limited (“We”/ “Our”/ “Us”):

1. Your information:

We may obtain your company’s name, establishment license issue date and number, your company’s residency status, the full details of your authorized representative including but not limited to the full name, number and issue date of his/her identity card from Your company’s profile currently available at Us.

2. Our information:

You may refer to the Confirmation (as defined below) for the name and position of Our authorized representative who has entered into the term deposit transaction on Our behalf with you.

3. Confirmation:

Subject to the dealing methods agreed by us, you may request a term deposit in writing or via telephone. After the term deposit transaction is confirmed, Our authorised representative will send you a written confirmation confirming all of the details of that term deposit (the “Confirmation”) at your registered address or via other agreed methods (such as registered email(s) or SWIFT). You are not required to sign and return the Confirmation to Us unless We request otherwise. We may (but are not obliged to) perform a call-back to verify and confirm a term deposit transaction where We deem necessary.

4. Interest:

Interest on a term deposit is calculated in line with the following formula:

Interest amount = Actual Balance x Interest Rate x Deposit Tenor /365
Where:

Actual Balance means day-end balance of the term deposit.

Deposit Tenor is the number of actual days in the period from and including the Effective Date until and excluding the Maturity Date (as indicated in the relevant Confirmation).

Interest Rate is documented in the Confirmation for each term deposit transaction.

Interest will be paid at Maturity Date unless stated otherwise in the Confirmation.

5. Your Account:

- You agree that We may obtain your account information including account holder’s name, account number and name of your account bank from the relevant inward remittance(s) and/or your payment instruction(s) that We receive in relation to your term deposit with Us.
- In case your default account to receive payment of your term deposit as stated in the Confirmation is frozen, closed, temporarily blocked or changed in its status, You will promptly notify Us of such event and instruct Us to credit funds to Your another payment account accordingly, unless otherwise required by law or by any authority.

6. Maturity and Roll-over /Extension:

If We do not receive your request to renew or extend a term deposit, we will settle the principal and any accrued interest of such term deposit into your default account stated in the respective Confirmation on its Maturity Date, unless agreed otherwise.

7. Withdrawal:

- The term deposit may only be withdrawn and is only repayable at Our office in Vietnam.
- The term deposit may not be withdrawn or redeemed (in full or in part) prior to its scheduled Maturity Date except with Our consent. Our consent may be exercised in our sole discretion and may be conditional (including indemnification of any loss We may suffer resulting from your early withdrawal). We shall be entitled to withhold all or part of the interest accrued on the term deposit.

- If You withdraw the term deposit amount prior to the Maturity Date with Our prior consent, We may apply the lowest rate of demand deposit or any other rate (as provided for by Vietnamese law from time to time) for the same currency as of the date of withdrawal.

8. Term deposit enquiries

- If you have any enquiries arising from your term deposit with Us, you may send email to Us at FMO.VN@sc.com or by other communication methods agreed by the parties from time to time.
- We may re-issue the Confirmation upon your request if the existing Confirmation you are keeping is hold is damaged or if you have lost the Confirmation.

9. Your rights and responsibilities:

You must follow all applicable laws and your obligations arising from the Term Deposit Agreement (as defined below).

10. Our rights and responsibilities:

- We reserve the right to record your residency status according to the relevant supporting documents you provided to Us and pursuant to applicable laws and regulations.
- We will keep information provided by, or relating to, you confidential except that We may disclose such information to:
 - Standard Chartered PLC or any of its affiliates (including branches) (“Bank Member”);
 - any Bank Member’s service provider or professional advisor who is under a duty of confidentiality to the discloser;
 - any actual or potential participant, sub-participant or transferee of Our rights and obligations under this transaction (or any of its agents or professional advisors)
 - any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection; or
 - as required by law or any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal.

11. Entire agreement and its effectiveness

If you continue to place term deposit with Us after the date on which these terms and conditions are posted on our website and notified to you, you are understood that you have read and agreed with these terms and conditions.

Your request to place term deposit (regardless of verbally via telephone or in writing), the Confirmation and these terms and conditions shall constitute a term deposit agreement (the “Term Deposit Agreement”). The Term Deposit Agreement shall take effect from the date on which you place a term deposit with Us.

12. Miscellaneous

- The Term Deposit Agreement is governed by and construed in accordance with Vietnamese law. Any disputes arising from or in connection with the Term Deposit Agreement shall be referred to the competent court of Vietnam.
- Subject to any applicable law, We may record Our telephone conversations with You and use the recorded conversations or transcripts in any dispute in connection with the Term Deposit Agreement.
- The Term Deposit Agreement is made in English and Vietnamese, in the event of inconsistency between the two languages, the English version shall prevail.