

TERMS AND CONDITIONS OF TIME DEPOSIT ACCOUNT AND SAVINGS DEPOSIT ACCOUNT

- 1. The Customer can perform transactions in respect of the Time Deposit and Savings Deposit within the network of HSBC Bank (Vietnam) Ltd. (the "Bank").
- 2. The Customer can verify the information of Time Deposit Account and Savings Deposit Account at the Bank's Branches / Transaction Offices, via Personal Internet Banking or Contact Center.
- 3. The Customer is responsible for the maintenance of, and shall not tear, erase or change information on the Time Deposit Advice / Savings Card. Upon withdrawing / closing Time Deposit Advice / Savings Deposit, the Customer must notify the Bank in writing in case where the Time Deposit Advice / Savings Card is crumpled, wrinkled, torn, lost. Upon the completion by the Customer of all necessary verification procedures as required by the Bank, the Bank shall proceed to the withdrawing / closing of Time Deposit Account and Savings Deposit Account.
- 4. Personal Account Opening Form, Time Deposit Account / Savings Deposit Opening Form with the deposit transaction confirmation, and the Time Deposit Account Advice or Savings Card constitutes an Account opening contract.

The Time Deposit Advice / Savings Card is only valid for the account holder and joint account holders named herein.

- 5. The Customer must present the Time Deposit Advice / Savings Card, valid Citizen Card or ID or passport, valid visa, or other documents accepted by the Bank and must use the same signature as registered with the Bank when performing transactions relating to the Time Deposit Account / Savings Deposit, including but not limited to withdrawal or update of deposit instructions.
- 6. Deposit Interest
- 6.1 Components for Interest Calculation
 - a. Interest Period: From and including the deposit placement date and not including maturity date.
 - b. Actual Balance: Principal amount to be maintained during the Interest Period.
 - c. No. of days has actual balance: no. of days has unchanged actual balance.
 - d. Interest rate:

Interest rate per annual on the basis of one (1) year having 365 days stipulated by the Bank from time to time and is fixed during deposit's tenor. The total offered interest rates (including preferential online rates, where applicable), shall be, at all times, comply with relevant regulations provided by the State

Bank of Vietnam. Customer(s) may contact the counter of the Bank's branches and transaction offices or refer to the Bank's public website <u>www.hsbc.com.vn</u> to know the interest rate.

6.2 Interest Calculation

 $Interest Amount = \frac{\sum (Actual Balance x No. of days has actual b$

The interest rate provided by these Terms and Conditions shall be equal to the interest rate calculated in accordance with the method prescribed by the regulation.

6.3 Interest Payment

For Savings Deposit, interest payment shall be made at maturity. For Time Deposit Account, interest payment shall be made monthly or at maturity. In case the maturity date falls into weekends or national holidays per local regulation, principle and interest payment will be made in the following working date.

- 7. If the Customer does not withdraw his deposit at maturity, issues no instruction or unclear instruction, the Bank shall automatically renew the deposit plus interest for the same period with prevailing interest rate at the time of renewal.
- 8. Partial early withdrawal is not permitted, full early withdrawal is permitted at customers' discretion. In the event of a termination of the Time Deposit Account or Savings Deposit Account or ownership transfer of the Time Deposit or Savings Deposit before the maturity date and such action is accepted by the Bank, the Customer will receive the lowest demand deposit interest rate as applied by the Bank at the time of termination.
- 9. The Customer should maintain the updated personal information with the Bank when opening / renewing Time Deposit Account(s) or Savings Deposit(s). If the Customer's information recorded at the Bank does not meet the local regulation at point of opening / before renewal date, the Bank will:
- 9.1 with respect to Time Deposit Account:
 - a. close Time Deposit Account(s) of the Customer and credit both principles and interest amounts (if any) to the Customer's active transactional account(s) (Current Account(s) / Savings Account(s)) which is / are being maintained at the Bank in the same currency with the Customer's Time Deposit Account(s); or
 - b. automatically continue to maintain the principles and interests accrued (if any) in the Customer's Time Deposit Account(s) with 0% p.a. interest rate if the Customer does not maintain any active Current Account(s) / Savings Account(s) in the same currency with the Customer's Time Deposit Account(s) at the Bank.
- 9.2 with respect to Savings Deposit: automatically continue to maintain principles and interests accrued (if any) in Savings Deposit(s) and apply 0% p.a. interest rate to these deposit(s) if the deposit(s) is / are not withdrawn by the Customer on maturity date.

- 10. If Time Deposit Account(s) is / are opened via Personal Internet Banking, the Bank will check its opening eligibility on the following working date of the Bank. If the Customer's personal information recorded with the Bank does not meet the local regulatory requirements, the Bank will:
- 10.1 close the Customer's Time Deposit Account(s) and credit both principles and interest amounts (if any) to the Customer's active transactional account(s) (Current Account(s) / Savings Account(s)) which is / are being maintained at the Bank in the same currency with the Customer's Time Deposit Account(s); or
- 10.2 automatically continue to maintain the principles and interests accrued (if any) in the Customer's Time Deposit Account(s) with 0% p.a. interest rate if the Customer does not maintain any active Current Account(s) / Savings Account(s) in the same currency with the Customer's Time Deposit Account(s) at the Bank.
- 11. The Time Deposit can be used as collateral or guarantee for loans at the Bank and Savings Deposit cannot be used as collateral or guarantee for loans at the Bank. The Time Deposit and Savings Deposit cannot be used as collateral or guarantee for loans at any other banks except when approved by the Bank.
- 12. In case where the Customer has a need to transfer the ownership of the Time Deposit and Savings Deposit, the Customer must follow the Bank's guidance and comply with the applicable regulations.
- 13. In case where the Customer has foreign exchange conversion between two currencies to book the deposit, the Customers agrees to be conclusively bound by the rate of exchange quoted by the Bank at the time of conversion in compliance with applicable regulations of foreign exchange.
- 14. The Bank shall have the right to adjust the minimum amount and minimum tenor for all deposits from time to time without prior notice.
- 15. In case where the Customer's current account is frozen, closed, temporarily locked or in any other circumstances where the status of the Customer's current account is changed, the Bank shall consider on a case by case basis and provide guidance to the Customer in accordance with the Bank's internal policy and the applicable laws.
- 16. The rights and obligations of the Customer and the Bank are prescribed in these Terms and Conditions in accordance with the applicable laws and regulations from time to time.
- 17. These Terms and Conditions are set out in a bilingual document in Vietnamese and English. In case of any discrepancies between Vietnamese and English, the Vietnamese text shall prevail.
- 18. For Step-up Time Deposit:
- 18.1 The Step-up Time Deposit is a time deposit product provided by HSBC Bank Vietnam Ltd ("the Bank") with a flexible early withdrawal option, assisting customers with their unplanned financial needs.
- 18.2 Customers are allowed to participate in Step-Up Time Deposit on all working days of the Bank, except for the last two (2) working days of the month because this is the interest closing date. The Customer's Step-up Time Deposit application will be processed on the first working day of the following month.
- 18.3 Partial early withdrawal is not permitted, full early withdrawal is permitted at customers' discretion.
- 18.4 The cycle paying interest in the deposit tenor (tenors) is determined by the Bank and selected by the customer at the time of registering Step-up Time Deposit. These tenors are provided by the Bank in the deposit transaction confirmation.

- 18.5 Personal Account Opening Form, Time Deposit Account / Savings Deposit Opening Form with the deposit transaction confirmation, and the Time Deposit Account Advice or Savings Card constitutes an Account opening contract.
- 18.6 In addition to Special Terms and Conditions for Step-Up Time Deposit, these Terms and Conditions are made in conjunction with the General Terms and Conditions, Time Deposit / Savings Deposit Terms and Conditions. In case of any conflict between the two documents, the provisions of these Terms and Conditions will prevail.
- 18.7 Cycle interest rate: is the interest rate applied to each cycle in deposit tenor, according to the current board rate of the Bank.
- 18.8 Average interest rate: is the average annual interest rate of all cycles in deposit tenor.
- 18.9 When the customer withdraws Step-Up Time Deposit, the interest rate on the Transaction Confirmation is the interest rate of the current cycle.
- 18.10 Method of calculating interest is calculated on the basis of the actual balance, the number of days has actual balance and the corresponding interest rate at the tenors or principal tenor.
- 18.11 Interest payment method:
 - a. At the end of the deposit tenor: The Bank credits principal and interest payment to the Customer Account
 - b. End of the cycles: The Bank credits interest payment of the current cycle to the Customer Account
 - c. When customer withdraws Step-Up Time Deposit at any time before the maturity date (early withdrawal): The Bank credits principal to the Customer Account. Interest for the current cycle will be calculated and paid based on the Bank's current cycle demand deposit interest rate at the time of application. Interest payment of previously completed cycles is credited to the customer account with no interest payment claw back.

18.12 Illustration:

Customer A performs 24-month tenors with Step-Up Time Deposit with the amount of VND 1,000,000,000 in cycle - quarterly. The respective deposit withdrawal and interest cycle are specified:

Cycle – Quarterly	Month number	Interest rate	Interest arises (VND)	Actual interest if withdrawn before maturity
1	1	0.50%	416,667	
1	2	0.50%	416,667	0
1	3	0.50%	416,667	
2	4	1.25%	1,041,667	
2	5	1.25%	1,041,667	1,250,000
2	6	1.25%	1,041,667	1
3	7	2.00%	1,666,667	
3	8	2.00%	1,666,667	4,375,000
3	9	2.00%	1,666,667	
4	10	2.75%	2,291,667	
4	11	2.75%	2,291,667	9,375,000
4	12	2.75%	2,291,667	-
5	13	3.50%	2,916,667	
5	14	3.50%	2,916,667	15,000,000
5	15	3.50%	2,916,667	1
6	16	4.25%	3,541,667	20,625,000

6	17	4.25%	3,541,667	
6	18	4.25%	3,541,667	
7	19	5.00%	4,166,667	
7	20	5.00%	4,166,667	26,250,000
7	21	5.00%	4,166,667	
8	22	5.75%	4,791,667	
8	23	5.75%	4,791,667	31,875,000
8	24	5.75%	4,791,667	
	Average annual interest rate	3.125%	62,500,000	

a. If the customer withdraws Step-Up Time Deposit on the maturity date: the actual interest payment will be equal to the total monthly arising interest, equal to the average interest rate (year) x principal x real time of deposit

VND 1,000,000,000 x 3.125% / 12 * 24 = VND 62,500,000

b. If the Customer withdraws Step-Up Time Deposit in the 8th month (M8 - Q3), the actual interest payment credited to the customer current account for periods 1 and 2 is VND 4,375,000.00 (credited at the end of each period), with no interest payment claw back.

c. Interest rate for period 3 is early withdrawal interest, demand interest rate for July & August will be applied.

19. This Terms and Conditions of Time Deposit Account and Saving Deposit Account provided in Vietnamese and English languages. In case of any inconsistencies, the Vietnamese version shall take precedence