

## GCMS PLUS Local Rules for the Vietnam Branch

### 1. Definitions and interpretation

- 1.1 Any defined terms used and not otherwise defined in these GCMS PLUS Local Rules for the Vietnam Branch (these “**Local Rules**”) shall have the meanings set forth for the same in the GCMS PLUS Basic Agreement (the “**Basic Agreement**”) and the GCMS Plus Terms and Conditions including all Application attached thereto and the Consent Letter (if any) (hereinafter collectively referred to as the “**GCMS Agreements**”).
- 1.2 To the extent that the Vietnam Branch provides the Services to the Customer, the “Application” in the GCMS Agreements shall mean all applications relating to contract, service and account setup, change or maintenance and product termination, including but not limited to application forms named “COMSUITE: Application for Contract and Service Setup”, “COMSUITE: Application for COMSUITE Owner Information Maintenance”, “COMSUITE: Application for User Maintenance”, “COMSUITE: Application for Account and Service Maintenance” and “COMSUITE: Application for Product Termination” (in the form prescribed by the Vietnam Branch from time to time) which the Customer shall submit to the Vietnam Branch.
- 1.3 Notwithstanding any provisions to the contrary in the GCMS Agreements (as may be amended and/or supplemented from time to time) in the event of any inconsistency between the provisions of these Local Rules and the other provisions of the GCMS Agreements, these Local Rules shall prevail.

### 2. Application of these Local Rules

- 2.1 These Local Rules shall be applicable only when the Contracting Office or the Servicing Office is the MUFG Bank, Ltd., Hanoi Branch or the MUFG Bank, Ltd., Ho Chi Minh City Branch, as the case may be. For the purpose of these Local Rules, each of the MUFG Bank, Ltd., Hanoi Branch and the MUFG Bank, Ltd., Ho Chi Minh City Branch shall be referred to as the “**Vietnam Branch**”.
- 2.2 These Local Rules are to be read in conjunction with and are incorporated by reference into:
  - (a) Other documents of the GCMS Agreements
  - (b) to the extent that the Customer uses any Account opened at the Vietnam Branch for the Services and Scan Service, the Vietnam Branch’s General Terms and Conditions Applicable to Bank Accounts which are available on the websites (“**Bank Website**”):
    - (i) <http://www.bk.mufg.jp/global/globalnetwork/asiaoceania/hanoi.html> or
    - (ii) <http://www.bk.mufg.jp/global/globalnetwork/asiaoceania/hochiminhciti.html>;

or bilateral agreement on bank accounts signed between the Customer and Vietnam Branch; and

- (c) to the extent that the Vietnam Branch provides the Payment Services to the Customer (including but not limited to the Vietnam Branch's acceptance of amendment of remittance applications via the File Transfer Service), the Vietnam Branch's Terms and Conditions Applicable to Remittance Applications which are available on the Bank Website or bilateral agreement signed between the Customer and Vietnam Branch; and
- (d) to the extent that the Vietnam Branch provides the Time Deposit Services to the Customer, the Vietnam Branch's General Terms and Conditions Applicable to Fixed Term Deposits which are available on the Bank Website or bilateral agreement signed between the Customer and Vietnam Branch; and
- (e) Subject to Article 5 of these Local Rules, to the extent that the Vietnam Branch accepts any documents from the Customer including but not limited to any transactional documents, contracts or supporting documents to be sent via File Transfer Service, the relevant banking service contract between the Customer and the Vietnam Branch (whether in the form of a bilaterally signed contract or the general terms and conditions posted on the Vietnam Branch's website mentioned in item 2.2(d) above and consented to by the Customer) (the **"Banking Service Agreement"**).

(the documents in paragraphs 2.2 are collectively referred to as the **"Agreement"**).

### 3. Account Services

To the extent that the Customer uses any Account opened at the Vietnam Branch for the Services, the Vietnam Branch's General Terms and Conditions Applicable to Bank Accounts shall apply. In which case, the GCMS Agreements shall constitute the **"Online Banking Agreement"** for the purpose of the Vietnam Branch's General Terms and Conditions Applicable to Bank Accounts.

### 4. Payment Services

4.1 To the extent that the Vietnam Branch provides the Payment Services to the Customer, the Vietnam Branch's Terms and Conditions Applicable to Remittance Applications shall apply *mutatis mutandis*. In which case:

- (a) term "Bank(s) Concerned" under the Vietnam Branch's Terms and Conditions Applicable to Remittance Applications shall be interpreted to be the same as the term "Financial Institutions Concerned" under the GCMS Agreements;

- (b) term “Remittance” under the Vietnam Branch’s Terms and Conditions Applicable to Remittance Applications shall be interpreted to be the same as the term “Money Transfer” under the GCMS Agreements;
- (c) term “Remittance Application” under the Vietnam Branch’s Terms and Conditions Applicable to Remittance Applications shall be interpreted to be the same as the term “money transfer instruction” or “instruction for the Payment Services” or “Customer’s instruction” under the GCMS Agreements; and
- (d) term “Applicant” under the Vietnam Branch’s Terms and Conditions Applicable to Remittance Applications shall be interpreted to be the same as the term “Customer” under the GCMS Agreements.

4.2 Notwithstanding any provisions to the contrary in the GCMS Agreements (as may be amended and/or supplemented from time to time), in the event of any inconsistency between the provisions of the GCMS Agreements or these Local Rules and the other provisions of the Vietnam Branch’s Terms and Conditions Applicable to Remittance Applications, the latter shall prevail (except that Clause 9 of the Vietnam Branch’s Terms and Conditions Applicable to Remittance Applications shall not be applied to the extent that the relevant documents are delivered by the Customer and/or the Vietnam Branch via the System).

## 5. File Transfer Services

Clause 3. File Transfer Services under the GCMS Terms and Conditions shall be entirely deleted and replaced as follows:

### “3.1. File Transfer Services

- (A) If the File Transfer is registered by the Application and the relevant Consents are submitted by the Customer, the Bank shall provide to the Customer the payment services registered under such Application through the file transfer function (the “**File Transfer Services**”).
- (B) The Customer shall transfer to the Bank the data (the “**Data**”) through the file transfer function and in Extensible Markup Language (xml.), Standard transaction format (stf.), Comma separated value (csv.), excel or text form or zip containing such formats. The Customer shall, immediately after the transmission of the Data, notify the Bank thereof in the manner designated by the Bank. The Data shall become firm and fixed, if and when the Bank receives such notice and becomes aware of the Data.
- (C) The following provisions shall apply with respect to the bulk money transfer (the “**Bulk Money Transfer**”) in the File Transfer Services:
  - (1) the Bank is hereby authorized to debit from the Account designated in the Data the amount of transfer (including the transfer charges) without any check or any withdrawal slip with its bank book;
  - (2) the provisions in (2) to (5) of Clause 2.2 (provided that (i) “Money Transfer” shall read as “Bulk Money Transfer”); and

(3) the Customer acknowledges that the total amount of file transfer is displayed only for reference purposes. The Bank shall effect the Bulk Money Transfer on the basis of the Data in the file transferred by the file transfer function. The Bank is under no obligation to verify the Data in the file.

- (D) The instruction for the File Transfer Services shall be received by the Bank by the cutoff time set forth by the Bank. The Bank shall exert its best efforts to execute the Bulk Money Transfer without delay, if the instruction for the File Transfer Services is received before the cutoff time.
- (E) The Customer acknowledges that the Bulk Money Transfer may not be effected, whether or not a notice is given by the Bank, in case where there exists ambiguity, contradiction, omission or other defect in the instruction for the File Transfer Services (including a case where the number and the total amount of transfer do not conform with the number and the total amount of transfer input by the Customer and displayed on the GCMS Plus screen).
- (F) The provisions in Clauses 2.5 to 2.7 shall apply *mutatis mutandis* with respect to the Bulk Money Transfer (provided that (i) “Money Transfer” shall read as “Bulk Money Transfer”, and (ii) “Payment Services” shall read as “Bulk Money Transfer”).

### 3.2 Transmission of documents via File Transfer Services

- (A) The Customer may, through the File Transfer function, send the Bank any (i) request for amendment and/or cancellation of remittance application (except for the amendment of currency and amount of the remittance application), (ii) any request or application relating to loan, trade finance and/or guarantee, (iii) application for irrevocable documentary credit and other application related to import documentary credit, or (iv) any amendment and/or cancellation of the documents mentioned in preceding items (ii) and (iii). The Customer undertakes to procure that a request for amendment of remittance application shall be sent via File Transfer by the same relevant users who created, approved and delivered the original money transfer instruction via the System. The Customer agrees that the Bank has the right (but is not obliged) to verify the satisfaction of such condition. The Bank may from time to time accept the transmission of other documents (including but not limited to applications, contracts and supporting documents) from the Customer via the File Transfer function. For avoidance of doubt, such acceptance is at the Bank’s sole discretion from time to time and need not be documented in writing other than by the Bank’s action or inaction in accordance with such document. Any documents sent by the Customer via File Transfer function in this Clause 3.2 (A) is hereinafter referred to as “Document via File Transfer”. For the sake of clarity, the Customer agrees that any transactional limit approval authority set up by the Customer in the System can not be applied with respect to the transactions stipulated under the Document via File Transfer.
- (B) The Customer shall, immediately after the transmission of a Document via File Transfer mentioned in item (A) above, notify the Bank thereof in the manner designated by the Bank. The Document via File Transfer shall become firm, fixed, binding against the Customer, and is deemed as being

electronically signed and/or given by the Customer if and when the Bank (i) receives the file and (ii) becomes aware of and completes the verification of the Document via File Transfer by relying on Article [10] (access to the System) of the Basic Agreement. For avoidance of doubt, the validity and binding effect of any Document via File Transfer shall in no case depend on the validity or authenticity of any scanned signatures and/or seals (if any) affixed thereon. The Bank shall not be obliged to verify and/or compare any scanned signatures and/or seal (if any) on any such Document via File Transfer against those being registered at the Bank. The Bank bears no responsibilities if the scanned signatures and/or seal on the Document via File Transfer is different from those registered at the Bank.

- (C) A Document via File Transfer shall be received by the Bank by the cutoff time set forth by the Bank. The Bank shall exert its best efforts to effect the instruction and/or transaction (if the Bank accepts the Customer's application) contemplated in such Document via File Transfer without delay, if the same is received by the Bank before the cutoff time.
- (D) The Customer acknowledges that instructions and/or transaction in a Document via File Transfer may not be effected due to incompleteness of the document, creditworthiness of the Customer or otherwise.
- (E) If the Customer requests, and the Bank at its own discretion accepts the cancellation or correction of an instruction within the Document via

File Transfer after the data is received by the Bank, an application shall be made as prescribed by the Bank.

- (F) Notwithstanding any provisions to the contrary in the Basic Agreement and these Terms and Conditions (as may be amended and/or supplemented from time to time), in the event of any inconsistency between the provisions of (i) the Basic Agreement, these Terms and Conditions or the GCMS Plus Local Rules for Vietnam Branch and (ii) the other provisions of the relevant Banking Service Agreement, the latter shall prevail (except to the extent that any provision in the Banking Service Agreement that requires that a document which is submitted by the Customer to the Bank be in paper-based form and have the Customer's wet-ink authorized signatures and seal affixed thereto shall not applicable to the Document via File Transfer under the GCMS Plus Local Rules for Vietnam Branch). The Customer waives its respective rights to request that any competent court or arbitrator declare that (i) a transaction or instruction as contemplated under the Document via File Transfer and agreed by the Bank to be invalid or (ii) the Document via File Transfer is not given or provided by the Customer, on the grounds that the Document via File Transfer is given and electronically signed by the Customer via the System."

## **6. Time Deposit Services**

- 6.1 To the extent that the Vietnam Branch provides the Time Deposit Services to the Customer, the Vietnam Branch's General Terms and Conditions Applicable to Fixed Term Deposits or the bilateral agreement on fixed term

deposit signed between the Customer and the Vietnam Branch (as the case may be) shall apply *mutatis mutandis*. In which case:

- (a) term “Fixed Term Deposit” under the Vietnam Branch’s General Terms and Conditions Applicable to Fixed Term Deposits shall be interpreted to be the same as the term “Time Deposit” under the GCMS Plus Terms and Conditions; and
  - (b) term “Fixed Term Deposit Application” under the Vietnam Branch’s General Terms and Conditions Applicable to Fixed Term Deposits shall be interpreted to be the same as the term “Time Deposit Instruction” under the GCMS Agreements.
- 6.2 Clause 4.4 of the GCMS Plus Terms and Conditions regarding the interest rate of time deposit shall not be applied. The applicable interest rate of the time deposit shall be agreed by the Vietnam Branch and the Customer in accordance with the Vietnam Branch’s General Terms and Conditions Applicable to Fixed Term Deposits.
- 6.3 Notwithstanding any provisions to the contrary in the Basic Agreement and the GCMS Plus Terms and Conditions (as may be amended and/or supplemented from time to time), in the event of any inconsistency between the provisions of the Basic Agreement, the GCMS Plus Terms and Conditions or these Local Rules and the other provisions of the Vietnam Branch’s General Terms and Conditions Applicable to Fixed Term Deposits, the latter shall prevail (except that Clause 6 (*Authorized signatories*) and Clause 8 (*Communications*)) of the Vietnam Branch’s General Terms and Conditions Applicable to Fixed Term Deposits shall not be applied to the extent that the relevant documents are delivered by the Customer and/or the Vietnam Branch via the System).

## **7. Electronic Documents**

In relation to any transactions or communications produced in the course of performing the Services, the Customer hereby acknowledges that the electronic documents produced by and/or saved in the System shall be used as valid and binding evidence of such transactions or communications. The Customer shall not disclaim the legal validity of such transactions or communications on the basis that the relevant documents are made in the form of electronic documents.

## **8. Supporting Documents**

- 8.1 The Vietnam Branch shall have discretion to request the Customer to provide any supporting documents for any transactions carried out in the course of performing the Services. The supporting documents shall be delivered to the Vietnam Branch in the appropriate form and by the appropriate method (including but not limited to via the System or postal services), as required by the laws of Vietnam or as the Vietnam Branch deems necessary.

- 8.2 The Vietnam Branch shall not be obliged to implement any request or instruction of the Customer until the Customer provides all the supporting documents as requested by the Vietnam Branch.

**9. Transition Clause**

In case the Vietnam Branch the Customer had signed a “GCMS PLUS Local Rules for the Vietnam Branch” in writing for purpose of the file transfer service registered by the scan application (the “Signed Local Rules”), the rights and obligations of the parties under such Signed Local Rules shall be migrated and transferred to these Local Rules, except the rights and obligations under the file transfer service registered by the scan application shall continue to be bound by and subject to such Signed Local Rules.

**10. Governing Law and Jurisdiction**

- 10.1 The GCMS Agreements shall be governed by the law of Vietnam.
- 10.2 The Vietnam Branch and the Customer shall try to resolve any dispute arising out of the Agreement amicably. If any dispute cannot be resolved amicably, either party may refer the dispute to the competent court of Vietnam.

**11. Language**

- 11.1 The GCMS Agreements and these Local Rules between the Vietnam Branch and the Customer shall be made in English, unless otherwise required by law.

## **APPENDIX : Data Mapping and Conversion Utility Terms and Conditions**

This Data Mapping and Conversion Utility Terms and Conditions (“these Terms and Conditions”) are to be read in conjunction with the GCMS Plus Basic Agreement (the “Basic Agreement”) the GCMS Plus Terms and Conditions and the GCMS Plus Local Rules applied in relation to the Servicing Office that provides the Data Mapping and Conversion Utilities (collectively, the “Agreements”). The Data Mapping and Conversion Utilities is a Supplemental Tool and shall be subject to these Terms and Conditions. In the event of conflict between these Terms and Conditions and the terms of the Agreements, the terms of the Agreements shall prevail. All other terms and conditions in the Agreements shall form an integral part of these Terms and Conditions and shall continue to be valid and binding hereunto. Except otherwise defined in these Terms and Conditions, terms defined in the Agreements have the same respective meaning when used herein.

- 1 Use
  - 1.1 Subject to the terms and conditions hereof, the Bank hereby grants the Customer a non-exclusive, non-sublicensable, and non-transferable right to use the Data Mapping and Conversion Utilities in respect of and in addition to the use of the Services.
  - 1.2 When using the Data Mapping and Conversion Utilities, the Customer shall ensure that the foreign remittance instructions that are extracted and converted are complete and accurate details of beneficiary and beneficiary bank (including but not limited to the full name, city and country in the address field of the beneficiary and beneficiary bank).
- 2 Data Mapping and Conversion Utilities
  - 2.1 The Customer (a) shall comply with the instructions contained in the manual for Data Mapping and Conversion Utilities (the “Manual”) and/or other instructions given by the Bank in installing or/and using the Data Mapping and Conversion Utilities; and (b) shall, at its own expense and responsibility, administer the use or/and the installation of the Data Mapping and Conversion Utilities and the Manual.
  - 2.2 The Customer shall inform the Bank with respect to which the Data Mapping and Conversion Utilities are modified or/and re-installed.
- 3 Termination
  - 3.1 The Bank may cease to provide the Customer with the right to use the Data Mapping and Conversion Utilities by giving not less than thirty (30) days prior written notice to the Customer.
  - 3.2 Notwithstanding the foregoing provision, these Terms and Conditions shall terminate upon termination of the Agreements.
  - 3.3 Upon ceasing the use of the Data Mapping and Conversion Utilities, the Customer shall, without delay and at its own responsibility, destroy or take all necessary actions with respect to the Data Mapping and Conversion Utilities and all other documents and materials provided by the Bank to the Customer in relation to the Data Mapping and Conversion Utilities with a view to complying with the GCMS



Plus Basic Agreement. The Customer shall, if requested by the Bank, return to the Bank the Data Mapping and Conversion Utilities and all other documents and materials relating thereto.

#### 4 Exclusion of Liabilities

4.1 The Bank shall not be liable to the Customer for the following loss, damages or expenses directly or indirectly arising from or in connection with (including but not limited to):

- (a) damages attributable to any act (including the installation or/and use of the Data Mapping and Conversion Utilities) of the Customer;
- (b) damages caused by any third party gaining access to information of the Customer's accounts as a result of Customer using the Data Mapping and Conversion Utilities; and
- (c) theft, unauthorized use, loss or damage to the Data Mapping and Conversion Utilities, divulgence of confidential information, use of the Data Mapping and Conversion Utilities other than in the manner as prescribed by the Bank, or other similar incidents.

4.2 The Bank shall not be liable in any event to the Customer for any direct, indirect, special, consequential or economic loss, expense, or damage arising from or in connection with any or all the above.

#### 5 Indemnity

5.1 The Customer shall fully indemnify the Bank against the following damages, costs and expenses which the Bank may sustain arising (whether directly or indirectly) from

- (a) any breach of these Terms and Conditions by the Customer;
- (b) the Customer's use of and/or access to the Data Mapping and Conversion Utilities or disclosure of confidential information to a third party; and
- (c) any claim by a third party against the Bank in connection with the above.

#### 6 Agreements

The provisions of the Agreements relating to intellectual property rights, infringements, confidentiality, compliance with laws and regulations, scope of laws and regulations, shall apply *mutatis mutandis* to these Terms and Conditions, the Data Mapping and Conversion Utilities and the Manual.

#### 7 Governing Law and Jurisdiction

Any dispute relating to these Terms and Conditions shall be governed by and interpreted in accordance with the law of the country and subject to the jurisdiction referred to in the Basic Agreement or the GCMS Plus Local Rules applied in relation to the Servicing Office that provides the Data Mapping and Conversion Utilities. In the case of any conflict between the Basic Agreement and such

GCMS Plus Local Rules in relation to the Governing Law and Jurisdiction, such GCMS Plus Local Rules shall prevail.

8. Data Mapping and Conversion Utilities

Data Mapping and Conversion Utilities are the tools designated by the Servicing Office.