

TERMS AND CONDITIONS FOR USING OMNI DIGITAL BANKING SERVICES FOR CORPORATE CUSTOMER

Article 1. Definitions

- Customer: That is the company opening accounts at OCB and is named on OMNI KHDN service registration to perform transactions via OMNI KHDN electronic banking transactions of OCB. The customer must specify specific users on the "Registration " to grant access to OMNI KHDN service.
- User: That means one or more individuals to be registered by the Customer to OCB to be able to directly use OMNI KHDN services and products offered through OMNI KHDN Services under granted authorization
- Decentralization: That means distribution of interactive features through OMNI KHDN service for each user registered by the Customer on basis of OCB's provisions
- OMNI KHDN order: That means any command or information query of the Customer or is understood to be sent to OCB through OMNI KHDN system
- OCB Online Services: That mean services to be provided by OCB so that the Customer can use the banking services, products and other utilities through OCB's internet communication legally and validly.
- Information system: That means a system to be created for sending, receipt, store, display or performing processes of OMNI KHDN orders.
- Login information: That includes username, password to be provided by OCB to each user when registering to OMNI KHDN Services. The information is used to log into OCB's website for using the services offered through OMNI KHDN service channel .
- Authentication Code: That is The OTP/secret code provided by OCB through Soft IOTP/Digital signature so that the user could apply to approve orders arising from OMNI KHDN Services.
- Authentication method: That means method for allocating authentication code that the Customer registers for each user when registering to OMNI KHDN service, which functions to provide authentication code to the Customer when transaction.
- Authentication Device/Authentication Software: That means a device/a software used to issue authentication code that the Customer register for each user when registering to OMNI KHDN services, which functions to provide authentication code to the Customer when transaction.
- Electronic signature: That means signature generated in forms of words, letters, numbers, symbols, sound, or other forms by electronic media attached or logically associated with OMNI KHDN orders and confirming verifiers of orders and their approvals to the orders. The electronic signature is identified through OCB information system or as specified by OCB. The electronic signature is legally valid as hand signature on written paper.
- Soft iOTP: That means the method of authentication by The OTP (the code created by the combination with the code of each IB transaction immediately after the Customer performs

online payment transactions). Soft iOTP application is installed on smart phone or tablet that Customer has registered with OCB.

- Decentralization: That means distribution of interactive features through OMNI KHDN service for each user registered by the Customer on basis of OCB's provisions.
- Daily transaction limit: That means total maximum amount of money that customer is allowed to perform on total value of all transactions in same day registered by the customer within the limits as prescribed by OCB. Overall limit will be applied for a customer code regardless of number of transactions and users under such code .
- Approval limit for a transaction: That means maximum amount of money allowing the user to approve a transaction registered by the Customer within the prescribed limit of OCB . This limit must be less than or equal to the daily limit of the Customer.
- Customer Code: That means a code automatically provided by OCB data management system (T24) when the customer registers transaction information at OCB.
- Available balance: That means a real balance plus overdraft limit (if any) that is less blocked amount (if any), minimum maintenance amount (if any) on payment deposit accounts.
- Payment account: That means an account opened and maintained by the Customer at OCB to debit/ credit amounts of money executed by OCB on IB transactions. The Customer must register such account with OCB.

Article 2. Username, password, electronic document/Activated code of Soft iOTP.

- The Customer is provided by OCB for username, password after registration under this Agreement to access OMNI KHDN Services.
- The customer shall equip himself with the e-certificate issued by the e-signature certification service provider. When using OMNI KHDN service, customers can register to use the issued electronic certificate in accordance with the law to execute OMNI KHDN trading orders
- Any change, cancellation, reissue of the password, e-certificate shall be in compliance requirements of the customer (OCB's counters) or at request of OCB and will only valid when OCB's confirmation on such change, cancellation, reissue.
- The Customer agree and consent that the username, password , e-certificate, activated code of soft iOTP shall only be granted and issued to them.

Article 3. Currency.

- Within scope of OMNI KHDN services, OCB allows and ensures transactions on payment, transfer, deposit to be done in Vietnam Dong (VND).
- This provision does not restrict transaction lookup and checking of the customer's balance for foreign currency accounts opened at OCB.

Article 4. OMNI KHDN product and service package.

- OCB provides OMNI KHDN product and service package including:

- Silver package: Information query.
- Golden package: All products, services deployed by OCB from time to time on OMNI KHDN.
- OCB reserves the right to change package of products and services and corresponding functions on OMNI KHDN. If so, function of each product and service package registered by the customer will be converted to corresponding new package as announced by OCB.
- Any amendment and supplement to contents of the package will be notified via OCB website or by other appropriate forms at OCB's discretion.

Article 5. Service fee

- OCB has the right to rule, apply and change including but not limitation to charges associated with OMNI KHDN Services: Annual fee; transaction cost of OMNI KHDN orders; termination fee of OMNI KHDN service.
- OCB shall immediately deduct these fees since arising from the customer's deposit account.
- When there has any change in fee kind and tariff, OCB will notify to the customer via OCB website or other appropriate forms at OCB discretion. This tariff will be binding between the parties if the customer continues to use OMNI KHDN Services after it comes into effect.
- These fees will be paid by VND from service fee payment account

Article 6. Transaction access and processing.

- OCB does not guarantee delivery of OMNI KHDN services continuously and uninterruptedly. As a result, the customer can use it at any time, but it acknowledges that at some particular time they may not access, use, perform some or all of OMNI KHDN Services due to system maintenance or any other reasons.
- Transaction is accepted only when done through OMNI KHDN with login and security password of the customer and transaction request has been sent to OCB processing system. OCB does not guarantee that delivery of services through electronic means will be uninterrupted or free error entirely, lost transmitted information, viruses causing damage to the Customer's computer system when access into OCB website for transactions .
- OCB may terminate or refuse to perform transaction for any reason without prior notice when it thinks necessary including but not limited cases:
 - The Customer violates regulations of OCB or Law about account use and management.
 - In accordance with the law/ state's agency.
 - Circumstances relating to forgery, money laundering and terrorism financing.
 - When interests of the Customer/ OCB / third party may be harmed.
 - OCB suspends services for maintenance, or when the customer is found to violate any contents of this Contract.
 - When transaction exceeds the limit.
- The Customer shall ensure transaction performance accurately and fully.

- Value of the transactions and fees specified in the service tariff will be debited directly from the Customer's Account. OCB is entitled to refuse transaction authorization if balance on the account is insufficient to pay or if daily limit becomes an end.
- The Customer will be solely responsible for installation, maintenance and operation of personal computers, software including internet browser for access into OMNI KHDN and services, regularly updating antivirus programs on the computers, maintaining an account with a network service provider so that they can access OMNI KHDN. OCB will not be responsible for loss of data, software, failure of the computer during service use via OMNI KHDN.

Article 7. Irrevocable transaction.

- The Customer can not cancel, deny, refuse any transaction done on OMNI KHDN by their user. Where the customer requests to cancel their transaction, OCB will only consider it under condition cancel request is immediately sent to OCB after the transaction and OCB does not record and/or process the transaction on its system at the request of the customer and the cancel does not affect benefits of OCB and other third parties.
- Any OMNI KHDN transaction which has been done will be considered by OCB as valid and irrevocable, the transactions are considered and implemented by the customer, approved that the customer is only party to do so. OCB does not accept any authorization to any third party when making the transaction .
- Users of the same customer are understood as a sole customer, the Customer is responsible for all transactions made by all users.

Article 8. Transaction order exercise on OMNI KHDN system.

- The Customer sends transaction orders to OCB via OMNI KHDN service, these orders must be made with accurate and complete information and in accordance with OCB regulations to be confirmed before sending to OCB information system.
- The orders shall be deemed to have received by OCB if and only if they have come into OCB information system and can be accessed.
- Processing time of a valid transaction is from time when OCB records the transaction. Transaction requests sent from the customer does not mean that these transactions have been recorded and processed by OCB. OCB only conducts debit/credit after OCB checks and the system confirms to receive a valid request from the customer.
- Exercise time for OMNI KHDN transaction orders is followed:
 - Information query: OCB will promptly exercise after receipt of these orders.
 - Transaction order:
 - Where the transaction order is independently processed by OCB: It is received by OCB during working hour in accordance with OCB's prevailing regulations: OCB will exercise in such working day. It is received by OCB out of working hour in accordance with OCB's prevailing regulations, holidays: OCB will exercise in such next working day.

- Where the order is processed by any third party (payment out of OCB system): The order will be exercised by OCB in its working day and third party, specifically: The order is received by OCB during working hour and before 14.30' (8.00'-14.30') on Mondays – Fridays: OCB will exercise in in working day. The order is received by OCB after above hour: OCB will exercise on its next working day and third party.
 - Exceptions: According to actualities, after receipt of the customer's orders, OCB will try to exercise promptly those time could not be complied with above regulations.
 - Where the order is established but not verified or verified insufficiently/ inappropriately under the authorization, it will be automatically cancelled by OMNI KHDN system after seven days.
- The Customer agrees that any access into OMNI KHDN by its username and password and/or in combination with other authentication methods registered by the Customer with OCB to establish these transaction orders are considered by OCB to be created by the Customer and the Customer shall assume responsibilities for accuracy, truthfulness and legality of the orders. OCB shall not be liable to take any measures for checking authenticity of the orders on OMNI KHDN.
 - To ensure that all transactions on OMNI KHDN executed by OCB to the Customer have been strictly examined by the Customer. All claims after 07 working days from date the exercised orders, OCB will not be responsible for inspection and resolution.
 - Data and information recorded on OMNI KHDN, in any form, about receipt and processing of the Customer's orders and contents thereof are legal evidence that the customer has used OMNI KHDN services and the Customer is responsible for the created orders regardless that the data is not original, there has no signature of the customer, it may not be in of written form or created by the by OMNI KHDN or the Customer has changed information relating to OMNI KHDN orders after the orders have been processed by OCB..
 - Debit account (if any) in OMNI KHDN order is payment account.

Article 9. Rights and obligations of OCB.

- Rights of OCB:
 - To deny exercise of orders if OCB finds that these orders, at time of OCB's process, are invalid or have corrupted system, attacked or have causes beyond OCB control preventing OCB from execution.
 - In case there has any verification before implementation, OCB may require the customer to provide necessary documents so that OCB has sufficient ground to execute the orders and will not not responsible for delay of this transaction.
 - To have rights to temporarily lock/suspend/terminate/refuse the customer's use of OMNI KHDN services.
 - To debit into account for any transaction values and fees under the tariff as stipulated by OCB from time to time, excessive transactions, balance and mistaking credit (if any).
 - Not to be responsible for any damage as the customer has revealed the username, password, e-signature, e-certificate, soft iOTP for any reason.

- Not to be liable for any damages arising from not being able to cancel, modify, delay exercise of OMNI KHDN orders when the orders are executed by OCB. To request cancellation, modification, slow implementation of OMNI KHDN orders sent to OCB via the channel at the transaction counters/phone/email/facsimile or other forms accepted by OCB.
- Not to be responsible for any dispute (if any) between Customer and Beneficiary under orders of the Customer. OCB executes the Customer's orders within period of time as regulation of OCB and not to be responsible for the relationship or the dispute between the Customer and the Beneficiary.
- Where the Customer could not login into OMNI KHDN Services after 5 unsuccessful attempts, their access right will be locked by OMNI KHDN system.
- Not to assume responsibilities if the customer uses software, documentation or follows instructions relating to services which are not provided by OCB or even use of fake services.
- OCB has rights to change documents relating OMNI KHDN Services, website address for access into OMNI KHDN or change information on website providing services without notice to the Customer .
- To provide information about OCB banking services to the customer to their email, mobile phone, postal address provided by the Customer to OCB .
- OCB will provide new features, latest version of OMNI KHDN Services to the Customer when OCB upgrades or modifies these services from time to time without being obliged to notify Customer in advance.
- For protection to the customer or as required by the state's agencies, by law or when OCB suspects the Customer's violations of law, Regulation of OCB or other obligations, OCB will suspend provision of some or all features or contents of OMNI KHDN services or lock use right thereof or lock username, e-certificate, soft iOTP upon above reasons. Then, OCB will attempt to contact with the Customer with appropriate forms (phone, email, postal mail) to inform.
- Obligations of OCB:
 - To comply with regulations on e-commerce transactions of the State Bank of Vietnam.
 - To exercise OMNI KHDN orders after receipt.
 - To ensure the order's information provided by the Customer and received by OMNI KHDN will have sufficient and necessary details and will be legal so that the Customer could use with third parties.
 - To provide OMNI KHDN services within registration and agreement scope with OCB.
 - To keep the Customer's information confidential in accordance with the law. To ensure the Customer's benefits when using OMNI KHDN.
 - To lock the user's right within 02 hours since receipt of the Customer's written notice about lost authentication device, login disclosure.

- To resolve the Customer's review and claim requests relating to use of OMNI KHDN services.

Article 10. Rights and obligations of the Customer.

- Rights of the Customer:
 - To use OMNI KHDN services within agreement scope with OCB.
 - To have the right to complain about errors, violations (if any) during use of the Services in accordance with the law. The complaint must be made in writing and sent to OCB within 07 working days since the Customer's benefits are violated.
 - To request OCB to update register information, password reissue, the activated key of soft iOTP software in line with update registration process stipulated by OCB. OCB will make corresponding changes after verification and acceptance of such change requests.
 - To exercise other rights under the relevant provisions of the law
- Obligations of the Customer:
 - To protect password, username, e-certificate, private key for digital signatures and soft iOTP. One of possible safeguards: that does not give the information to other persons; remember username, password; not use coincide password with predictable information; change password regularly. Not to allow browser to save username, password. Not let other people use the browser when we do not exit screen of OMNI KHDN Services
 - To be unconditionally responsible for the orders on OMNI KHDN system which have been made by the Customer's username, password, when the username, password, the OTP generated by soft iOTP, security key generating electronic signature are leaked, stolen, abused for any reason.
 - To immediately notify 24/7 Customer Services of OCB or Branch/Transaction Office of OCB for instructions on handling if: The Customer can not access into OMNI KHDN system or suspects that the username, password, security for digital signatures, soft iOTP are leaked or forget the password, username; or The Customer detects any professional or technical problem or incident relating to operation safety of OMNI KHDN system.
 - To take measures to be reasonable to reduce damage when there has any trouble relating directly or indirectly to the Customer using OMNI KHDN services but not damage OCB in any form .
 - To examine information in any form received from any source concerning to OMNI KHDN services before using, including website address for accessing OMNI KHDN Services.
 - To regularly check status of the orders on OMNI KHDN and to immediately notify OCB if the Customer detects that Customer's trading orders are delayed.
 - To strictly fulfill provisions of the law and OCB about account opening, use, transfer and remittance.

- To cooperate and provide accurate information relating to OMNI KHDN services at request of OCB;
- To ensure that the information provided to OCB by the Customer related to the service registration is accurate, complete and up to dat.
- To unconditionally accept so that OCB could take back incorrect, excessive payment from the Customer's accounts due to error in OMNI KHDN or the orders or the Customer when providing the orders.
- Not use image, logo, brand of OCB or relating to OMNI KHDN services without prior consent of OCB.
- Full payment of fees to OCB as prescribed and agreed between OCB and Customer.
- To keep OCB informed in written of termination on OMNI KHDN. Then, OCB will review specific termination case in accordance with Regulation of OCB.
- Implementing Customer's obligations under the relevant provisions of Law and of OCB.

Article 11. Confidentiality.

- OCB only provides information relating to the Customer, transaction to third parties under the Customer's permission or at the request of the State's agencies, in accordance with law or to OCB's employees, third parties when these employees, third parties need to know the information to execute the Customer's OMNI KHDN transactions or resolve disputes (if any) between the Customer and OCB.
- The parties shall be responsible to the law about breaching confidentiality provision.

Article 12. Risk and risk settlement.

- OCB is exempted from legal liability about its obligations under this Agreement for reasons caused by the Customer, or by any event beyond OCB's control and expectation. These events could prevent OCB to fulfill its obligations including but not limitation to lightning, fire, flood, strike, lockout, war, non-receipt of information sent by OCB to the Customer or third party, information system incident, hacked OMNI KHDN system or due to above reasons that the system is inactive or active but the Customer does not use or use but transaction orders are failed, changed when OCB receive, unavoidable incidents due to objective reasons by the law, decision of the state's competent agencies
- OCB shall not assume any responsibilities for any problem caused by technical errors of the Customer's equipment or intentional or unintentional fault or risks from use of OMNI KHDN service.
- The Customer exempts all legal liabilities and damages as amount of OMNI KHDN orders received by OCB exceed processing capacity of OCB in line with this Agreement that OCB can not or delay from executing transactions on OMNI KHDN.

Article 13. Breach resolution.

Either party who violates this Agreement or causes damage to the other party would be liable for compensation for any damages and losses directly or indirectly to the injured party including responsibilities to any third party as a result of mistakes in accordance with the law.

Article 14. Validity and Termination.

- This agreement comes into effect since date of signing unless otherwise agreed by the parties for termination.
- Termination of provision or use of OMNI KHDN service regardless of the parties' agreements:
 - For reasons beyond OCB's control and expectation, OCB is no longer capable of providing these services or the Customer is no longer eligible for service user used in this Agreement or the Customer's authorized representative for implementation of this Regulation is not approved by OCB.
 - If either party breaches this Agreement, breached party has right to stop providing or use of OMNI KHDN services after receipt of the breaching party.
 - It is caused by change on legislation that OCB could not continue providing OMNI KHDN services to the Customer.
- The parties shall fulfill their obligations each other in case of termination on providing or use of OMNI KHDN services.
- When the Customer does not have demand or does not want to use OMNI KHDN services, the Customer needs to register to terminate using the service according to OCB's prescribed procedures.

Article 15. Amendment.

- When OCB provides new features or modifies existing features of OMNI KHDN services, the customer's acceptance or refuse to use these features does not affect legality and validity of contents of this Agreement and the parties continue to be binding their rights and obligations under this Agreement. In case the features are associated with use regulations and the Customer use these features deeming that they Customer has agreed to attached provisions.
- Except otherwise explicitly provided in context, OCB can modify, add, remove provisions of this Agreement by making such modification on Website or OMNI KHDN Services Screen. If the Customer does not agree with these terms, they may not continue to use the services; the Customer's use of OMNI KHDN services deems that they agree such modification and continue being bound by the terms set out in this Agreement.
- Amendments, supplements to this Agreement from time to time as agreed by OCB and the Customer, which is an integral part of this Agreement. The parties are responsible for complying with such modifications.

Article 16. Notice.

- The Customer's notice to OCB is only considered as receipt when it is sent in written to OCB 's address in each transaction point and confirmed to be received by OCB.
- The Customer is deemed to receive OCB's notice if it is served:
 - By mail and receipt time is postmark;
 - By facsimile and receipt time is when OCB sends facsimile;

- By email and receipt time is when email is outgoing from OCB's email system;
- Hand delivery and receipt time is when the Customer or any individual receives the notice at the Customer's registered address.
- When OCB gives the notice on its website or posts at transaction counters, the Customer is deemed to receive the notice since OCB fulfills posting on the website or at the counters.

Article 17. Other provisions.

- Days and hours in this Agreement are upon Vietnam calendar.
- When any provision or a part thereof are declared invalid by the law that will not affect to remaining provisions of this Agreement.
- Any discrepancy during execution of this Agreement will be negotiated by the parties. Failure to reach any agreement, such dispute will be referred to Vietnam's competent courts for resettlement.
- Where this Regulation or OMNI KHDN services screen is displayed by Multilanguage, Vietnamese language shall prevail and translation versions are only reference.
- Any provision which is not specified in this Agreement will be interpreted in accordance with the law.