

INTERNET BANKING FX SERVICE
TERMS AND CONDITIONS
(Effective from 08/05/2025)

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I. GENERAL PROVISION

1. Definition

Under this Terms and Condition and other related material of Internet Banking FX Service, the terms below are construed as follows:

- 1.1. “The Service” means Internet Banking FX Service provided by Shinhan Bank Vietnam Limited
- 1.2. “Internet Banking FX Service” refers to a service in which a customer is able to perform operations related to FX transaction (Sell available FCY in customer’s account under Foreign Exchange Service function menu in Internet Banking platform of Shinhan Bank Vietnam Limited without visiting physical bank’s counter
- 1.3. “The Bank” in reasonable contexts means Shinhan Bank Vietnam Limited and/or any Branches/Transaction Offices of Shinhan Bank Vietnam Limited
- 1.4. “The Customer” means Organization Internet Banking Customer who registered for Internet Banking FX Service at Shinhan Bank Vietnam.
- 1.5. “The Bank” and “The Customer” in this Terms and Conditions shall be referred to as “Party” individually and referred to as “the Parties” collectively
- 1.6. “Foreign exchange Transaction” (hereinafter referred to as “FX Transaction”) under this Service includes only foreign exchange spot transaction.
- 1.7. “Foreign exchange Spot Transaction” (hereinafter referred to as “FX Spot”) under this Service include only FX spot Today value, means Customer commits to sell to the Bank an amount of a foreign currency in exchange for Viet Nam Dong at the exchange rate agreed at transaction time where the payment is made on the transaction date .
- 1.8. “Transaction Date” means the day on which The Bank and The Customer conclude an FX Transaction under this service.
- 1.9. “Payment Date” or “Settlement Date” means the day on which The Bank and The Customer transfer the amounts of currency exchanged with each other according to the concluded transaction agreement of concluded transaction.
- 1.10. “Business Day” any day other than a Saturday, a Sunday or any legal holiday or any day on which banking institutions are authorized or required by Vietnamese Government to close.
- 1.11. “Transaction Hour” is the period of time during which IB FX Service open for the Customer to process Foreign Exchange Transaction.
- 1.12. “Transaction concluded” means the contract between The Customer and The Bank where two parties agrees to execute an FX Transaction with the agreed information on Internet Banking channel of The Bank
- 1.13. “Transaction Expired” means the FX Transaction placed by The Customer but has not concluded within IB FX Transaction Hour.
- 1.14. “Transaction Cancelled” means The FX transaction which has been final approved by The Customer but is cancelled by The Customer before it is concluded or expired.
- 1.15. “Announced Exchange Rate” means the exchange rate determined by The Bank and displayed on Internet Banking FX Service platform.
- 1.16. “Contract Exchange Rate” or “Customer Exchange rate” means agreed exchange rate in concluded transaction.
- 1.17. “Expected Exchange Rate”: means the exchange rate at which The Customer agrees to conclude FX Spot Transaction. The expected exchange rate can be different or same with

announced exchange rate. The expected exchange rate is placed by The Customer and shall be recorded in The Bank system until the FX spot concluded/cancelled/ expired

- 1.18. “Electronic record” means an information made, sent, received, recorded by electronics devices regulated by Law on E-Transactions when The Customer execute FX transaction under this Service including but not limited to: order request, transaction information, transaction confirmation, notification and other information/data related to the Service regulated by Vietnamese regulatio
- 1.19. “Force Majeure Event” means any event(s) which is unpredictable and unpreventable despite of performing all applicable methods and abilities, including of fires, floods, earthquake, hurricanes, or any natural disasters; strikes or other labor disputes incurred through no fault of any parties; wars, revolution, terrorism or rebellions; changes of law or any orders of competent authorities; accidents of the technical system, supporting system or any related system of the Bank, the Bank’s service provider or any related third parties; the Bank’s infrastructure, technical system, software is attacked, compromised by viruses, spyware, or other illegal actions with purpose of destruction or data stolen ; other force majeure events by regulation of the applicable Law.
- 1.20. “Legal representative” means a legal representative or a legally authorized representative who has full authority to act on behalf of The Customer to establish, execute The Service with the Bank. Transaction which are successfully approved by all levels in The Customer’s approval route are the basis for The Bank to establish and execute Transactions without having to re-verify with The Customer.

2. General Provision

Before registering for Internet Banking FX Service, The Customer must read and understand carefully these below Terms and Conditions. This Terms and Conditions is applicable for the Service, together with the Internet Banking Foreign Exchange Service Registration/Amendment/cancellation form cum Master Agreement on Internet Banking FX Spot Transaction, shall constitute a Master Agreement between The Bank and The Customer (hereinafter called “The Service Agreement”).

These Terms and Conditions apply together with the following provisions agreed by the Customer when registering for the corresponding services (the Terms and Conditions of these services are updated on the Bank's official website at <https://shinhan.com.vn>)

- Terms and Conditions of Internet Banking;
- Terms and Conditions of the accounts which The Customer has assigned to link with Internet Banking service of the Bank;
- Terms and Conditions of SMS Service;
- Service Details of Internet Banking FX Service; and
- Transaction Confirmation.

The Terms and Conditions of Service are made in both English and Vietnamese. In case of any inconsistency and/or discrepancy, the Vietnamese version shall prevail to resolve the discrepancy.

- 2.1. This Terms and Conditions shall be governed and updated by the applicable law in Vietnam issued from time to time.
- 2.2. This Terms and Conditions is only applicable to FX Transaction arising under this Service.

II. TERMS AND CONDITIONS

1. Service Registration

- 1.1. In order to use The Service, Legal representative or Authorized person of The Customer must visit counter of The Bank and submit Application cum Master Agreement on Internet Banking FX transaction form for Internet Banking FX Service.
- 1.2. When register for The Service at counter, The Customer is responsible for providing all necessary document requested and instructed by the Bank.
- 1.3. Every service registration application shall be processed by The Bank.
- 1.4. The Customer is deemed to agree to these Term and Conditions once The Customer register for The Service

2. Service Fee

There is no additional fee applying for this Service. The Customer shall only bear Internet Banking commission and fee (if any) announced by The Bank.

3. Limitation of Transaction

- 3.1. Permitted Selling Foreign Currencies, Transaction Hours, Maximum trading limit per transaction and per day under this Service (Hereinafter “Service Details”) shall be available to The Customer on Internet Banking and before service registration. Service Details are regulated and adjusted in accordance with the Bank's policies and operations from time to time
- 3.2. The Customer must register Total trading limit accumulative all Currencies per day, trading limit per day (for USD and other Currencies) and trading limit per transaction (for USD and Other Currencies) within the given limit range at Internet Banking Foreign Exchange Service Registration/Amendment/cancellation form cum Master Agreement on Internet Banking FX Spot Transaction upon Internet Banking FX service registration.
- 3.3. Even when The Customer has indicated the intention to execute a transaction within the scope of Service Details, The Bank may partially or entirely limit the transaction, upon comprehensive consideration of various factors including, but not limited to, The Customer’s account status, financial condition, status of transaction with The Bank and other factors in terms of risk, security, policy and legal regulations.

4. Transaction Type

- 4.1. The Customer may choose to either make FX spot transaction with market order or limit order type. (as specified in detail at Internet Banking of The Bank)
- 4.2. Market order transaction means an FX spot in which The Customer and The Bank agree to conclude at the current Announced Exchange rate at the transaction time.
- 4.3. Limit order is an FX spot in which The Customer and The Bank agrees to conclude only if the FX transaction meet condition about expected exchange rate requested by The Customer.
- 4.4. The Customer may only make FX spot under this Service

5. Transaction Conclusion

- 5.1. The Market order transaction under this Service is deemed concluded when every users in approval line which set up at Register/Change approval line and selected when place order by The Customer on Internet Banking final confirms the transaction details to indicate The Customer’s request to execute the transaction in the manner designated by The Bank with

announced exchange rate at transaction time, and when such request reaches the servers of The Bank within the required time period for each transaction, and The Bank's servers complete the processing necessary to execute the transaction without any problem.

- 5.2. The Limit order Transaction under this Service is deemed processing when every users in approval line which set up at Register/Change approval line and selected when place order by The Customer on Internet Banking final confirms the transaction details to indicate request to execute the transaction in the manner designated by The Bank with expected exchange rate, and when such request reaches the servers of The Bank within the required time period for each transaction. Such processing Limit Order Transaction is deemed concluded when all conditions of the transaction at met and the Bank's servers complete the processing necessary to execute the transaction without any problem.

6. Transaction Confirmation

- 6.1. The Customer is deemed to agree with transaction information and to instruct The Bank to execute the transaction once The Customer apply the authentication at the last authorization step at Internet Banking. Such transaction information shall be recorded in the Bank's system and showed in Transaction Confirmation in case Transaction concluded.
- 6.2. Once an FX Transaction is concluded under this Service, a Transaction Confirmation is automatically generated by the Bank's system and made available to The Customer in the manner designated by the Bank.

7. Transaction Modification/Cancellation

- 7.1. An FX Transaction, once concluded under this service, cannot be cancelled or modified.
- 7.2. An FX transaction can be cancelled before it is deemed to be concluded.
- 7.3. Under The Service, The Customer is not able to modify FX transaction detail whether it has been concluded or not.

8. Settlement

- 8.1. Under this Service, Settlement Date is same with Transaction Date.
- 8.2. Once The Customer submit a transaction order, The Bank will immediately hold the selling amount of such order until the transaction is concluded/cancelled/expired.
- 8.3. The selling amount which is on hold for processing/standby FX transaction shall be automatically released for settlement when the FX transaction is deemed to be concluded.
- 8.4. In case there is more than one transaction concluded on the same day, settlement will be processed automatically in the order of concluded Time of each concluded transaction.

9. Notification

- 9.1. Any notification/information from The Bank to The Customer in relation to The Service, including but not limited to change in Service Details, will be deemed duly received by The Customer based on the (i) sending date in case of being sent by SMS to mobile phone number registered in Internet Banking Foreign Exchange Service Registration/Amendment/cancellation form cum Master Agreement on Internet Banking FX Spot Transaction or (ii) the date of announcement in case of publishing on the Bank's official website [<https://shinhan.com.vn>] or Internet Banking site or announced at any Branches or Transaction office of the Bank.
- 9.2. The Customer has obligation to update such notification/information.

10. Cancellation or Suspension of The Service

- 10.1. The Customer may cancel Internet Banking FX service at any time after registering for The Service by visiting counter of The Bank
In case the customer cancels the service, all pending/unconfirmed FX transactions under this Service will be automatically canceled.
- 10.2. In the event of force majeure and The Bank determines that such event may cause any potential risk to The Service, The Bank shall reserve the right to discontinue partially or fully providing Internet Banking FX service to The Customer without any prior notice to The Customer.
- 10.3. Even when The Services has been ceased or discontinued, The Customer is still bound by these Terms and Conditions to the extents of rights and obligations of The Customer during the period of using The Service.

11. Terms and Condition Amendments

The Bank may amend these Terms and Conditions from time to time by publicizing on Internet Banking site and/or The Bank's official website at <https://shinhan.com.vn>. Any changes will be notified at least five (05) business days before they take effect. The Customer may cancel the Service if they do not agree with such changes. The Customer shall be deemed to have agreed to the Bank's changes if the Customer continues to use the Service after the effective date of the changes to the Terms and Conditions of the Service.

12. The Customer's rights and obligations

- 12.1. The Customer maintains rights and obligations of other services agreed with The Bank in relation with Bank Account, Internet Banking, SMS while using Internet Banking FX service. At the same time, The Customer is solely responsible for safety and security management, related identification information, authentication factor. Transaction generated from and executed in Internet Banking shall bind The Customer's obligation, responsibilities. Consequently, The Customer is solely responsible for all obligations, legal liability, any loss or damage, dispute settlement with third party in case authentication factors, safety and security management or/and related information, data are misused or disclosed.
- 12.2. The Customer has right to perform FX Transaction under scope of The Service in compliance with legal regulation.
- 12.3. The Customer has obligation to acquire knowledge and comply with legal regulation and guideline in relation with the Service during using of The Service. The Customer acknowledge that The Bank will be acting as a service provider only and shall not provide any legal, tax, financial or accounting advice in respect of The Service, or any advice regarding the suitability or profitability of any transaction arising under The Service.
- 12.4. The Customer has obligation to notify The Bank in written form of any changes in name, mobile phone number and any other information registered with The Bank in relation with The Service or any suspicion/detection of actual or signs of unauthorized disclosure and/or stolen of the information used to perform transaction with the Bank. The Bank shall not be responsible for any consequences that may arise from The Customer's failure to (i) notify The Bank at least three (03) working days prior to the date of changing or failure/delay to (ii) notify immediately after suspicion/detection of unauthorized disclosure or stolen of the information or failure to notify the Bank in writing of such change/suspicion/detection.

- 12.5. The Customer agrees to apply security measure and/or any additional measure to avoid unlawful or unauthorized use of The Service.
- 12.6. The Customer has obligation to ensure that the Authorize Person(s) at any time shall be appointed and authorized properly to give transaction instructions under The Service. The Customer agrees that The Bank shall receive and execute such instructions if they are legal and reasonable or The Bank believes that are given by legal authorized person.
- 12.7. The Customer hereby declares and confirms that confirmations, information, data which The Customer provided to The Bank during use of The Service have same legal effect as a written form. The Customer commits and has responsibility to ensure that all decisions, approvals, and FX transaction instruction are under strictly controlled and in accordance with The Customer's internal authority management, and for that reason, The Bank is exempted from any disputes/breach of law resulting from any providing/ using misused, incorrect, untruthful record, personal data, information, data for any reason. The Customer agrees with the legality and accuracy of Electronics records, information in relation with The Customer or in relation with transaction on The Customer's account which are recorded/displayed in Application form or accounting slip recorded in The Bank's system.
- 12.8. The Customer is committed to only sell to The Bank the foreign currency with legal source, which comply all regulations about anti-money laundering; finance terrorism and/or any violation in connection with this activities... The Customer agrees that The Bank shall not hold any responsibility for any resulting loss, damage, risk.
- 12.9. The Customer is committed to bear all arising risk, cost, damage and to undertakes remedial measures (even when the Bank refuses to execute any FX transaction) if The Customer fails to comply with this Terms and Conditions and other related Terms and Conditions.
- 12.10. Other rights and obligations in accordance with legal regulations and/or other agreements between The Bank and The Customer.

13. The Bank's rights and obligations

- 13.1. The Bank has right and obligation to receive, process, conclude transaction upon receiving The Customer's instruction to the extent that is consistent with legal regulation and Master Agreement with The Customer.
- 13.2. The Bank is entitled to refuse to provide The Service or refuse any transaction or any Customer's instructions without any notification in case (i) The Customer does not comply with agreement between The Bank and The Customer or any legal regulations on using The Service; or (ii) The Customer does not comply with any other contracts/agreements between the Customer and the Bank; or (iii) there is any decision, request of Government and/or national functional departments; or (iv) The Bank determines that there is any falsification, risk or fraudulent in connection with The Customer or might impact The Customer's interest; or (v) interest of The Bank/The Customer/any Third Party may be infringed or damaged or impact; or (vi) The Bank discontinues The Service for maintenance, upgrade or because of force majeure; or (vii) the data subject given by The Customer with purpose of The Service execution has data processing objection notice.
- 13.3. The Bank is exempted from all obligations in case there is any failure or delay of providing The Service resulted from (i) The Bank's system/ The Service maintenance/upgrade; or (ii) force majeure.

- 13.4. The Bank is entitled to automatically collect total different amount resulted from error accounting system.
- 13.5. The Bank has obligation not to disclose information in relation to The Customer or transaction, except in case of (i) request or decision of Government or any competent national authority, sub-contractor, service supplier of The Bank or (ii) receiving consent/request from The Customer, or (iii) others cases regulated by law.
- 13.6. The Bank has right to use any information provided by The Customer to contact in necessary circumstances.
- 13.7. The Bank is not responsible for any claim or complain of The Customer for any damage, loss caused by any force majeure events.
- 13.8. The Bank has the right to add and provide add-on service/function after service upgrade for The Customer's benefit without any additional agreement from The Customer.
- 13.9. The Bank has obligation to receive and provide support upon receiving tracing requests or complain of The Customer in relation to The Service.
- 13.10. Other rights and obligation in accordance with legal regulation and/or other Agreements/Contract between The Bank and The Customer.

14. Protection of The Customer's data

- 14.1. The Bank is committed to comply with Decree 13/2023/NĐ-CP dated 17/04/2023 about personal data protection.
- 14.2. The Customer confirms that Customer has had legal and due authorization/consent by the data subject for any personal data provided to the Bank, consequently, The Bank has right to use, process such personal data under The Service. The Customer guarantees that the data subject has been duly informed about the personal data processing of The Bank. The Customer agrees and disclaims The Bank's liability in data processing necessary to carry out The Service under this Terms and Conditions.
- 14.3. The Customer agrees and disclaims The Bank's liability after processing data for any of the following purpose of: (i) carrying out The Service; (ii) Information security management, risk and quality management; (iii) Legal regulation compliance or meeting request from regulatory authority or functional Department; (iv) The Bank business and The Service 's operation, management, development.
- 14.4. In accordance with The Customer's commitment, The Bank has right to transfer personal data provided by The Customer to Business Units of Shinhan Financial Group, The Banks' sub-contractor and service providers (who may be located in other territory) for any purpose specified in this Terms and Conditions. Please update and inform the Bank's Personal Data Policy to all data subjects who are under The Customer's management at The Bank's website <https://shinhan.com.vn>.