

**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence – Freedom - Happiness**

**SAVINGS ACCOUNT AGREEMENT <sup>1</sup>**

*No:* .....

Today, date ....., we comprise:

**Party A: ASIA COMMERCIAL BANK (ACB) –** .....

Address: .....

Tel:..... Fax: .....

Representative: ..... Position: .....

Authorization No.:..... Dated: .....

**Party B:**

Address: .....

Tel:..... Fax: .....

Business Registration No./ Investment License No./ID: .....

Issued date:.....

Representative: ..... Position: .....

Authorization No.:..... Dated: .....

Parties hereto agree on following terms and conditions:

**ARTICLE 1: OBJECTIVE**

Party B hereby agrees to open savings account at Party A with details as followings:

**1. Deposit forms and interest rate**

..... week savings account. Interest rate: .....

..... month savings account. Interest rate: .....

..... month flexible savings account – term option with interest receiving term of each ... month(s). Interest rate of the first interest receiving term (from ..... to ..... ): .<sup>2</sup>

If party B maintains the principal and interest to the maturity date, Party B shall receive preferences of the ACB’s VIP policy within one year from the maturity date that ensured compliance with relevant regulations of the State Bank at the time of maturity.

Flexible interest term deposit - ..... day term. Interest .....

Flexible deposit – floating interest with term of ..... day(s). ..... week interest receiving term. Interest .....

Others: ..... Interest Rate: .....

**2. Amount**

In figures: .....

In words: .....

**3. Date of deposit:** .....

<sup>1</sup> This English -language version has been prepared as a translation of the Vietnamese-language version and any discrepancy between the two versions will be considered an error of translation and resolved by reference to the original Vietnamese-language version.

<sup>2</sup> Party B’s account opened at Party A may have floating interest rate (the interest rate which is automatically adjusted at the beginning of each interest receiving term subject to adjusted interest). Adjusted interest is the interest which is effective at each period of time, applicable for each deposit type and deposit amount on customer’s account at the time of adjustment. It is ensured that floating interest is always higher than any 1 month/2 month /3 month /6 month /9 month /12 month normal interest rate at the time of adjustment.

4. **Maturity date:** .....

5. **Deposit methods**

- Cash deposit
- Deduct money from the account no.: ..... opened at ACB
- Receive money transferred from ..... the amount ..... with the details as followings:
  - Beneficiary: Asia Commercial Bank (ACB)
  - Citad: 79307001
  - Content: transfer money to ACB – ..... for purpose of opening savings account under the agreement on savings account no..... ..

**ARTICLE 2: RELATING AGREEMENTS**

**1. Interest payment methods**

At the maturity date, interest on Party B’s account shall be:

- Credited into the savings account no. .... of Party B opened at ACB.
- Automatically added into the principal.
- Automatically added into the principal; the account shall be closed and all the principal and interest shall be transferred (after deducting transfer fee (if any)) to other bank with the below instructions:
  - Beneficiary: .....
  - Account number: .....
  - At : .....Province/City: .....

**2. Withdraw principal and deposit more prior to maturity date**

Both parties hereby agree on withdrawing and depositing more principal prior to maturity date as follows:

- Party B shall not withdraw/deposit more principal prior to the maturity date
- Party B may withdraw prior to the maturity date and interest rate as followings:
  - For unrenewed account, if Party B withdraws principal prior to maturity date:
    - + If the actual days of deposit less than ..... days [*working day(s)/day(s) counted from the date of deposit*], Party B shall not receive interest.
    - + If the actual days of deposit are..... days [*working day(s)/an above counted from the date of deposit*], Party B shall receive non-term interest at the time of withdraw (for the actual days of deposit).
  - For renewed account, if Party B withdraws principal prior to maturity date: Party B shall receive non-term interest at the time of withdrawal (for the actual days of deposit).
- Party B may deposit more principal or withdraw all or partial initial principal (close the account) and deposit/withdraw several times with following conditions:
  - Party B may withdraw or deposit more principal prior to the maturity date at the last day of optional term (each ..... month(s)).
  - If Party B withdraw a part of the principal prior to the maturity date, the remaining principal after withdrawing must be as equal as the minimum principal in accordance with the product policy.
  - If Party B withdraw principal in the first optional term that the actual days of deposit are less than 7 days, Party B shall not received interest.
  - If Party B withdraw principal in the first optional term that the actual days of deposit are more than or equal 7 days, Party B shall close the account and receive non-term interest at the time of withdraw (for the actual days of deposit).

**3. Regulations of deposit tenor renewal**

- On maturity day, if there is no any notice from Party B, the principal on the account of Party B shall be automatically renewed by Party A with the initial deposit tenor and received interest according to the rate at time of renewal. In case Party B as the credit – financial institution, if Party B shall not negotiate with Party A about interest rate and fulfill procedure for closing account, the interest rate shall be calculated from the maturity time of the former term as non-term interest rate.

If, on maturity day, Party A shall not mobilize such type of tenor as the original, the principal shall be transferred to adjacent shorter tenor or type of savings deposit with tenor of 1 month/2 months/3months/6months/9 months/12 months (for flexible investment product) and enjoyed the interest rate of new tenor.

- On maturity day, if Party B shall not negotiate with Party A about interest rate and fulfill procedure for closing account, the interest rate shall be calculated from the maturity time of the former term as non-term interest rate.

**4. Other agreements**

- On effective day as specified in Item 3, Article 1, if Party B fails to deposit in cash, the balance of current account is not enough to withdraw amount of money as requested, or if Party A fails to receive the principal as agreed, this agreement is then implicitly no longer valid.
- Party A has responsibility for opening, managing, paying the principal, interest of the savings account to Party B in accordance with the product regulations and sending the notification of deposit to Party B. The notification is always done when this agreement be signed.

If Party B don't receive the notification, Party B shall contact the Customer Care Center of Party A in the phone number 08.38247247.

- Party B agrees that these regulations may be amended and supplemented from time to requested by the authorities and provisions of law.
- In the process of implementing this agreement, if there is any dispute, the two parties shall resolve through negotiation. If the negotiation cannot be done, the dispute shall be resolved at the People's court.
- This agreement shall come into effect since the signing date, and implicitly have no effect when all accounts opened by this agreement shall be closed.

This agreement shall be made in 02 (two) copies, each party keeps 01 (one) copy and all have same validity for implementation.

**FOR THE PARTY B**

*(Signature & full name, seal)*

**Chief Accountant**

**Account owner**

**FOR THE PARTY A**

*(Signature & full name, seal)*

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**FOR THE BANK USE ONLY**

Account No.: .....

**Customer Service Officer**

*(Signature, full name, seal)*