

CREDIT CARD TERMS AND CONDITIONS

(For Hi-Point/CashBack/Travel Platinum/PWM Platinum Credit Card)

REF.CARDTC-01-EN-201808

These Terms and Conditions for the operation and the use of the Credit Card provided by Shinhan Bank Vietnam Limited ("Shinhan"), together with the Application Form and Agreement, constitute the Credit Card Contract between Shinhan and the Cardholder, generally called Credit Card Contract. By entering into the Credit Card Contract, evidenced by the signing of the Application and Agreement, the Cardholder agrees to be bound by the terms and conditions of the Credit Card Contract which governs the operation relating to the use of the Credit Card.

Unless otherwise specified, if there is an inconsistency between these Terms and Conditions and other terms and conditions applicable to the Shinhan Credit Card, these Terms and Conditions will prevail.

Before using the Credit Card provided by Shinhan, you should carefully read and understand the Terms and Conditions of the use of Credit Card regulated below, Credit card Fees and Charges and Terms and Conditions applied for all Shinhan's products and services ("General Terms and Conditions")

GENERAL ACKNOWLEDGMENT

1. Explanation of terms

The following definitions apply throughout these Terms and Conditions, unless otherwise stated:

- (a) Shinhan means Shinhan Bank Vietnam Limited and any of its branches in Vietnam;
- (b) Applicant means a person who applies to become a Cardholder;
- (c) Application means a form in the required format an Applicant has to complete and submit to Shinhan, and subject to Shinhan's approval, to become a Cardholder, and which forms part of the Credit Card Contract;
- (d) The Consumer Credit Card (Hereafter "Credit Card" or "Card") means International Credit Card product branded Visa issued by Shinhan for individual consumers;
- (e) Cardholder means Consumer Credit Card Owner and means the Primary Cardholder or Supplementary Cardholder or both in these Terms and Conditions;
- (f) Primary Cardholder shall refer to an individual who applies and is granted the Credit Card limit by Shinhan;
- (g) Supplementary Cardholder shall refer to an individual designated by a Primary Cardholder for using Supplementary Credit Card;
- (h) Credit Limit (or "Cardholder Credit Limit") means maximum amount of credit available on the Credit Card as approved by Shinhan and Cardholder is permitted to spend only within that limit;
- (i) Open to Buy means maximum amount that Cardholder is permitted to spend using Credit Card from time to time which equals the Limit minus the Outstanding Balance;
- (k) Merchant means any organizations or individuals that accepts the Credit Card as a means of payment for goods and/or services;
- (l) Transaction means any Sales Transaction, Cash withdrawal Transaction, Cash advance Transaction;
- (m) Sales Transaction means use of the Credit Card by the Cardholder to pay for goods and/or services.
- (n) Cash advance transaction means the Cardholder uses card to withdraw the cash from the credit limit designated by Shinhan
- (o) Cash advance transaction means the Cardholder uses card to withdraw the cash from the available amount in fixed payment account that links to the credit card at Automatic Transaction Machine (ATM) and at Shinhan.
- (p) Card Password ("PIN Number" or Personal code "PIN") is the identified number designated by Shinhan in default or Cardholder may change it according to Shinhan's regulation after receiving that number.
- (q) CVV2 means a 3-digit number printed on the Credit Card for security purposes;
- (r) Monthly Card statement (Hereafter "Statement") is the monthly detailed statement including all Credit Card transactions within a month, interest and fees incurred from transactions and Credit Card using, adjustments (if any), due amount, payment due date and Minimum Amount...v.v.
- (s) Payment Date means the date by which the Cardholder must pay the ending amount shown on the Statement or the Minimum Amount designated by Shinhan. If the Payment Date is not a Business Day, the payment will be due on the following Business Day of that Payment Date.
- (t) Minimum Payment Amount (or "Minimum Amount") means, in relation to a Credit Card, the minimum amount of funds indicated on the Statement which the Cardholder must pay to Shinhan on or before the Payment Date. Calculation of this amount is provided in Clause 17.4 of these Terms and Conditions;
- (u) Outstanding Balance means the aggregate amount a Cardholder owes Shinhan from time to time on the Shinhan Credit Card Account including all Transactions, interest, fees, charges, actual or contingent (whether or not exceeding the Limit);
- (v) Statement Closing Balance means Outstanding Balance minus repayment amounts in connection with the installment transactions which are not yet due on a specific Statement;
- (x) Installment payment ("Installments") means a periodic repayment plan under which Cardholder repays a fixed amount every month for a determined period and fixed interest rate on an agreed Transaction(s) or balances. This fixed amount forms part of the 'Minimum Monthly Payment' as shown on the Statement of Account
- (y) Secured collateral means any cash or other secured assets or collateral provided by the Cardholder in a written agreement with Shinhan to secure the punctual payment of any and all obligations of the Cardholder under the Credit Card Contract
- (aa) Guarantor means Cardholder or any other third parties (individual or organisation) who use legally owned

asset to secure the payment obligation of Cardholder according to Credit Card Contract. Guarantor must meet all conditions regulated by Vietnam Law and Shinhan in order to commit secured transactions with Shinhan

(bb) ATM means Automatic Transaction machine that permits Cardholders to withdraw or advance cash through Credit Card

(cc) VISA means VISA International Credit Card

2. Card issuance

2.1. Subject to Shinhan's receipt of an Application and other conditions satisfied to Shinhan, it may issue Credit Card(s) to the Cardholder as requested. However, an Applicant acknowledges that Shinhan reserves and has the right to agree or refuse to issue, re-issue, renew, replace or extend the Credit Card without prior notice to the Cardholder.

2.2. The Card limit (including cash advance limit) shall be set by the Bank at the time of subscription in accordance with its own assessment criteria

2.3. For the Secured Credit Card, The Guarantor may agree to provide Security to Shinhan to secure their obligations to Shinhan under the Credit Card Contract. Any agreements in relation to such Security shall be in the format and substance acceptable to Shinhan and shall be registered with the competent authority at the cost of the Primary Cardholder (in case security registration is required by Shinhan).

2.4. The Credit Card shall be valid from the date of its issuance or renewed until the last day of expiry month indicated on such card, if not terminated earlier by Shinhan or the Cardholder

2.5. The Primary Cardholder shall be firstly and directly responsible for all activities related to his/her Credit Card(s) and Supplementary Cardholder, and entirely liable for all debts in relation to above Credit Card(s); Supplementary Cardholders are only responsible for using and managing the Supplementary card. Any obligations of the Cardholder shall remain in full force and effect notwithstanding the renewal, replacement or termination of the Credit Card for any reason until such obligations are fulfilled to the satisfaction of Shinhan.

CREDIT CARD USAGE

3. Ownership of the Credit Card

3.1. Shinhan only delivers the issued Credit Card to the Primary Cardholder or an individual that Primary Cardholder authorises to receive card. Authorisation of card receipt must be in writing and signed by the Primary Cardholder according to the specimen signature registered at Shinhan.

3.2. The Credit Card is the exclusive property of Shinhan and is non-transferable. The Cardholder must not collateralise or transfer his/her Card(s) to any other person or organization.

3.3. The Cardholder shall not use the Credit Card nor permit any other person(s) to use the Credit Card for any reason whatsoever in any of the following events: (i) after Credit Card's expiry date; (ii) after a renewal or replacement Credit Card is issued; or (iii) at the Termination of the Credit Card Contract. Continued use of the Credit Card after such event shall be considered as a fraudulent act by the Cardholder.

3.4. Shinhan reserves the right to amend or change the Credit Card number and/or its expiry date when a Credit Card is renewed or replaced. The Cardholder is solely responsible for communicating this change to any party with whom the Cardholder may conduct a Transaction or have payment arrangements. Shinhan shall not be responsible for any loss or damage that the Cardholder may incur arising from such change or amendment.

4. Securing Credit Card and Card Password

4.1. Cardholder must observe the following requirements to keep their Credit Card secured:

- (a) sign the back of the Credit Card immediately upon receipt;
- (b) on the expiry date, destroy the Credit Card by cutting it (including any Chip on the Credit Card) diagonally in half;
- (c) do not let anyone else use their Credit Card;
- (d) exercise due care to protect their Credit Card from loss or theft; and
- (e) notify Shinhan immediately when Cardholder becomes aware that their Credit Card has been lost or stolen, or their Credit Card or the PIN details have been used by other person without their authorisation.

4.2. Cardholder must keep their Security Password secured. Cardholder must not:

- (a) disclose their Security Password (PIN), CVV2 code to any other person;
- (b) allow any other person to see them entering, or overhear them providing, their CVV2 code or Security Password;
- (c) record their Security Password or CVV2 code on any article carried with or placed near their Credit Card regardless how well their Security Password, CVV2 code is disguised

4.3. If the Credit Card contains a Chip, Cardholder must ensure that the Chip is protected at all times from misuse, damage, destruction or any form of unauthorised use. Their Credit Card may be subject to forfeiture if the Chip is used by any person other than the Cardholder

4.4. Cardholders are fully aware that their failure to observe the security requirements mentioned in this clause 4 may increase their risk and liability for any unauthorised use of their Credit Card. Cardholders acknowledges and agrees that Shinhan shall not be liable for any liability for any loss they incur as a result of or in connection with such failure

5. Lost or Stolen Credit Cards or Card Password Notification

5.1. Cardholder must notify Shinhan immediately when they become aware or suspects that their Credit Card, PIN or CVV2 has been disclosed, lost, stolen or used without their authorisation by visiting the nearest branch, calling to Contact Center 1900 1577, or logging in the Internet Banking for sending notification.

5.2. Shinhan will cancel such card and/or PIN and arrange for issuance of a new Credit Card and/or PIN at Cardholder's request. If Cardholder recovers the lost or stolen Credit Card, they must destroy such Credit Card by cutting it (including any Chip on such Credit Card) diagonally in half and return it to Shinhan as soon as possible.

5.3. Shinhan assumes no responsibility for any transactions made prior to its receipt of the Cardholder's notice. Cardholder agrees that any transactions made prior to Shinhan's receipt of the Cardholder's notice or request as mentioned in Clause 5.1 shall be considered as legitimate and duly authorised transactions notwithstanding that the payment of those transactions has not been posted or debited to the Credit Card at the time Shinhan receives such notice

6. Increase/Decrease of the Limit

The Cardholder acknowledges and agrees that the Limit granted by Shinhan is subject to Shinhan assessment of credit worthiness of the Cardholder and Shinhan reserves the right to change such Limit with or without Cardholder's request or prior consent. Shinhan will provide subsequent notification of any such increase or decrease to the Cardholder.

7. Prohibition for Usage Purpose

The Cardholder undertakes and agrees to Shinhan that:

(i) The Cardholder shall use the Shinhan Credit Card Account and Credit Card wholly and exclusively for the purchase of goods or services for the Cardholder's personal and household consumption;

(ii) The Cardholder shall not use the Shinhan Credit Card Account and Credit Card for any unlawful purpose, including but not limited to the purchase of goods or services prohibited by the laws of Vietnam and the jurisdiction in which the Cardholder is in.

8. Transactions made by Credit card

8.1. The Cardholder may use the Credit Card to make Sales Transaction(s) at any Merchants. When purchasing goods or services, the card is to be presented to Merchants and the Cardholder shall sign the sales slip using a signature identical to the one on the card. The procedure stated in the foregoing sentence may be omitted if the merchant can identify the Cardholder in non-face-to-face transactions such as online transactions or mail orders

8.2. The Cardholder may avail of cash advance or cash withdraw (if any) through an ATM or in other ways designated by the Bank. When using the cash advance/ cash withdraw, the Cardholder must enter Card Password accurately.

8.3. When the Cardholder conducts a Transaction in any currency other than Vietnamese Dong, the Transactions will either be converted directly to Vietnamese Dong or will be first converted from the currency in which the Transaction was made to United States Dollars and then converted to Vietnamese Dong by VISA. The conversion rate shall be decided by VISA.

8.4. When the Cardholder authorizes or effects a Transaction it means:

(i) the Cardholder confirms the validity of the Transaction;

(ii) the Cardholder confirms that the Transaction correctly represents the purchase price of the goods or services obtained, or the amount of the Cash Transaction;

(iii) the Cardholder agrees to pay the amount of that Transaction; and

(iv) the Cardholder agrees that Shinhan provides the Cardholder with credit equal to the amount of Transaction on the date on which Cardholder makes the Transaction by debiting the Credit Card for settlement of corresponding Transactions authorized or made by the Cardholder. Such credit cannot exceed the Open To Buy limit of Cardholder's Credit Card

8.5. In case there is auto payment arrangement or agreement between Cardholder and any goods or service providers, including but not limited to auto payment of annual fee or Cardholdership fee ("Auto Payment"), Cardholder acknowledges and agrees that such Auto Payment is set up and authorised by the Cardholder and Cardholder shall be liable for any and all payments under this Auto Payment. The termination of Credit Card Contract shall not automatically lead to termination of such Auto Payment. Cardholder must directly contact the concerned merchants if they want to modify or terminate such Auto Payment. The Cardholder shall be held solely liable for such Auto Payment and any payment arising thereof.

9. Cardholder's Responsibilities for Credit Card transactions

Cardholder shall be liable for any losses or damages they incurred arising from an unauthorised transaction

(a) through their own fraud, negligence or wilful misconduct;

(b) by their breach of any security requirements of Credit Card provided in Clause 4 (Securing Credit Card and Card Password) above, or by otherwise acting carelessly to protect the security of their Credit Card or Card Password;

(c) due to Cardholder's failure to comply with requirements set out in Clause 5 (Lost or Stolen Credit Cards or Card Password Notification) in these Terms and Conditions.

10. Shinhan's Rights and Responsibilities for Credit Card transactions

10.1. For Credit Card transaction, Shinhan reserves the right to:

(i) Reject or Approve any Transaction(s) even if the Transaction is within the Limit. Shinhan shall not be held liable for any costs and losses claimed by the Cardholder if Shinhan does not approve any Transaction on the Credit Card;

(ii) Approve any Transaction(s) of which total value may exceed the Limit. Any and All risks associated with such Transaction shall be borne by the Cardholders;

(iii) Limit the value of each Sales Transaction/Cash withdrawal/Cash advance and/or the aggregate value of all Sales Transaction/Cash withdrawal/Cash advance a day on the Credit Card, without notice to the Cardholder. These amounts shall be determined by Shinhan and may be amended from time to time.

(iv) Set a limit on the use of the card or its amount of use at a specified merchant after a consideration of the merchant's credit rating, the relevant law, or instructions from a supervisory organisation.

10.2. Shinhan will be liable for losses incurred by the Cardholder

(i) that are caused by the fraudulent or negligent conduct of Shinhan's employees or its appointed agents involved in provision of the Credit Card to the Cardholder;

- (ii) that arise from transactions that require the use of any Credit Card or PIN that occurs before Cardholder has received the Credit Card or PIN (including a reissued Credit Card, or PIN); and
- (iii) that result from an unauthorised transaction that occurs after Shinhan has duly received notice from Cardholder that their Credit Card has been misused, lost or stolen or that the security of their PIN has been breached.

Notwithstanding the foregoing, Shinhan shall not be responsible for liable for any loss incurred or sustained by the Cardholder due to a Force Majeur Event indicated in Cause 36 (Force Majeur Events)

10.3. Shinhan shall not be responsible for any losses and damages (including all losses, reclamations, claims, costs and other payables requests or losses (including legal expense) incurred directly or indirectly) that Cardholder must bear from or by:

- (i) any payment demand or request by Credit Card or Merchant's refusing to accept the Credit Card or the quality of goods, services provided by Merchants, or dispute arising between Cardholder and Merchant;
- (ii) any Transactions requesting Card Password such as Cash Withdrawal/Cash Advance and online Transactions that are treated by the Bank according to manipulated information after confirming that the input password the same as the one registered at the Bank;
- (iii) any break down, mistake, damage of any Electronic Terminal for the use of the Credit Card
- (iv) Shinhan's delays or inability to carry out the responsibilities under the Credit Card Contract by virtue of any reason beyond reasonable control of Shinhan;
- (v) any damage to the honor, prestige or reputation of the Cardholder, including in the event that a Transaction is declined, the Credit Card is withdrawn or the Credit Card Contract is terminated or cancelled.

11. Statement

11.1. Monthly, Shinhan shall provide the Cardholder a Statement to the email address or to the billing address by post that Cardholder has registered at Shinhan, except where there is no activity on Shinhan Credit Card or Statements sent by post fail for successful delivery within 3 continuous months.

Unless the Cardholder explicitly otherwise requests and accepted by Shinhan, Shinhan reserves the right to send the monthly Statements to Cardholder via email. For avoidance of doubts, if Statements are sent to Cardholder via email, Shinhan shall not provide another copy of the Statement in paper.

11.2. Cardholder agrees and confirms to Shinhan that sending Statement via email is for the convenience of the Cardholder and Cardholder is fully aware of the risks of omissions, errors, mis-statement, fraud and/or unauthorised interventions by third parties associated with the use of electronic means and they are willing to accept such risks. The Cardholder further agrees that if the email address and/or billing address cannot be accessed by Shinhan, Shinhan reserves the right to use other addresses which have been notified by the Cardholder to Shinhan from time to time.

11.3. The Cardholder agrees that they will be deemed to receive the Statement for a relevant month unless the Cardholder notifies Shinhan of the Cardholder's failure to receive a copy of such within the first ten (10) days from the Statement Date.

11.4. The Cardholder is responsible for checking the accuracy of statement's content. If the Cardholder has any questions about the Credit Card Payments or Transactions, the Cardholder shall object to the Bank in writing within 10 days from the sending date of the Statement. When over that period, the Bank can understand that the Cardholder agrees the credit card payments or transactions that are recorded.

11.5. Notwithstanding anything to the contrary, the Cardholder shall still be liable to pay the Statement Closing Balance or the Minimum Amount on the Statement on the Due Date set out in the Statement regardless whether they have actually received the Statement or not.

12. Cardholder's Instruction

12.1. Any request of or instruction from Cardholder to Shinhan shall be in writing provided. Nevertheless, Shinhan may but shall not be obliged to accept and act on any instruction or request by telephone, email, text message (SMS), telex and facsimile transmission or other electronic means ("non-preferred Channels") which is believed by Shinhan to have been given or made or authorised by Cardholder.

12.2. Where the Cardholder provides an instruction through a non-preferred Channel (including without limitation to instruction on credit card activation and registration of AutoPay service via Shinhan Credit Card, limit adjustment, transaction authorization,...) the Cardholder acknowledges and agrees that:

- (i) The cardholder understands that this is not a secure means of giving or sending instructions, and the Cardholder is using a non-preferred Channel for their own convenience and other efficiency benefit;
- (ii) the Cardholder accepts any risks in initiating and sending such instruction through a non-preferred Channel, including the risk that an instruction may be incomplete or inaccurate, fraudulently or mistakenly given or altered or not otherwise authorised by the Cardholder or not received in whole but in part by Shinhan;
- (iii) Shinhan is not obliged to act on or rely upon any such instruction; but should Shinhan elect (at its discretion) to act on such instruction, it may (but is not obliged to) carry out verification checks or other security measures as required (regardless of the nature of the transaction or arrangement or the amount of money involved); and
- (iv) where Shinhan elects to act on such instruction, Shinhan is entitled to treat such instruction as being fully authorised by and binding on the Cardholder (whether or not verification checks or other security measures are carried out) as if it were given in a duly signed written instruction.

12.3. Either Shinhan or Cardholder may record any telephone calls between them for quality control, security audit and legal and regulatory compliance purposes and may produce records of these communications as evidence in proceedings brought in connection with the issuance, usage of Credit card

13. Claims and Responsibilities on Payment of Credit card

13.1. For claims on payment of Credit card, Cardholder must confirm these notification by Claim Letters (in Form) to Shinhan within 10 days from first payment due date of the Transaction as an investigation evidence. From the date receiving the Claims Letter, Shinhan shall take an investigation and respond the Claims within maximum 75 working days.

13.2. If the accident investigation finds the Cardholder to be responsible, Shinhan reserves the right to invoice delayed payment, interest and various fees incurred during the accident investigation period to the Cardholder.

14. Temporary Suspension of Card Use

14.1. The Cardholder has the right to temporarily suspend the card use by sending request in writing to Shinhan or via "non-preferred Channels". The suspension of Card Use does not exempt the Cardholder's responsibilities arising from the Credit Card issuance and use at Shinhan.

14.2. The bank has the right to temporarily suspend the card without the member's request in one of the below cases. In different situations, the bank may notify the suspension to the member by methods that the bank considers to be reasonable.

(i) Upon the late payment of the member's card due amount and personal loan at the bank or another financial institution.

(ii) Upon a significant worsening of the member's credit status for reasons of delinquency from a financial institution, bankruptcy or other reasons.

(iii) When there are significant reasons that lead to an abnormal transaction or a fraudulent card transaction or Where there is a possibility or risk of damages to the Cardholder due to outside hacking of Shinhan or the Cardholder's network.

14.3. The bank can release the card use for the member if the bank assesses that the member is still qualified to use the card according to the bank's regulations. However, the card use shall not be automatically released and shall only be considered if there is the member's request (by writing or via "non-preferred Channels") in some cases below:

(i) The card suspension was by the member's request;

(ii) The member repaid fully card overdue amount. However, the member has the accumulative number of overdue days of card debt exceeding 30 days within the last one year;

(iii) Other cases that the bank assesses to remain credit risk.

In the case (ii) and (iii), the bank has the right to reject the card release based on the bank's risk credit analysis

15. Card termination

15.1. Termination by Cardholder

a. The Primary Cardholder may terminate the Credit Card and close the Shinhan Credit Card at any time by giving Shinhan a prior notice in writing or via recorded phone call ("Termination Notice"). 1 Shinhan only receives "Termination Notice" if the Credit card has no pending transaction to be settled from merchants and the Cardholder pay all the current Outstanding balance. The further Transaction or use of the Credit Card from Shinhan's receiving the "Termination Notice" shall not be permitted.

b. Termination shall take effect after all Outstanding Balance are made to the satisfaction of Shinhan and at the same time, the card requested to terminate must have no pending transaction to be settled from merchants. Any Security provided to Shinhan in relation to the Shinhan Credit Card shall continue to be held for forty five (45) days from the date of Termination.

15.2. Termination by Shinhan

a. Shinhan reserves the right to cancel or terminate the Credit Card, each case as it may deem fit, if:

(i) Shinhan, as to their right, considers that the Credit card use may cause loss to Cardholder or Shinhan.

(ii) The Credit card of Cardholder is suspended and Shinhan considers that Cardholder is no longer eligible for using Shinhan credit card.

(iii) An event of Default has occurred or An event or circumstance (including any change in law) occurs in relation to Shinhan where it becomes, or with lapse of time will become, unlawful, for any reason whatsoever, for Shinhan to continue providing service under the Credit Card Contract

b. In situations indicated in Point a. Clause 15.2, the Cardholder must destroy or return the Credit Card within 01 working day from when the Cardholder receive the request from Shinhan through notification method as of Shinhan's choice. At the time of Such Termination, total Credit Card's Outstanding Balance including fee and interest of all Transaction shall become immediately due and must be repaid within 1 working day from "Termination Notice" date without further notice or request from Shinhan

15.3. Notwithstanding the termination at Clause 15, any use of the Credit Card or the PIN (whether or not by Cardholder) before it is returned to Shinhan shall be deemed to be use of the Credit Card or the PIN by Cardholder and Cardholder shall be liable to pay the Outstanding Balance on the Credit Card in full, including such transactions incurred but not yet debited to the Credit Card.

16. Card Renewal

16.1. The Card is renewed means Primary Cardholder shall be received the new card with the extended time printed in front of card. The old one shall be expired after Cardholder's receipt and activation of Renewal Card.

16.2. Card Renewal is permitted from 3 months prior to the Credit Card expiry date, in the circumstance Shinhan receives the Cardholder's Card Renewal request according to Shinhan's regulation.

16.3. The Bank may independently consider the automatic card renewal based on Credit Card usage history and the Cardholder's status before the card expires. In any circumstance, the Bank shall inform the Cardholder of automatic Card Renewal or the required documents if the Card is not set to be automatically renewed.

16.4. If the Card is set to be automatically renewed and the Bank does not receive any objections from the Cardholder after receiving the Card Renewal announcement, the Renewal Card shall be automatically issued without the Cardholder's request.

16.5. If the Card is not renewed before the Card's expired date, the Cardholder is responsible to pay the remaining outstanding card balance (including installments and flexicash amounts) after the Card expiry.

CREDIT CARD TERMS AND CONDITIONS

(For Hi-Point/CashBack/Travel Platinum/PWM Platinum Credit Card)

CREDIT CARD PAYMENT

17. Credit card payment responsibility

17.1. The Primary Cardholder shall be responsible to pay any Card Balance in relation to the issue and use of his/her Credit Card(s) and that of the Supplementary member in accordance with these Terms and Conditions.

17.2. The Cardholder shall be liable to pay at least the Minimum Amount on or before the Due Date as shown in the monthly Statement issued to the Cardholder. The Cardholder may also have the option to pay the total Statement Closing Balance, the Minimum Amount or any amount in between the total Statement Closing Balance and Minimum Amount to Shinhan

17.3. If Cardholder has more than one Statement, Cardholder will be responsible for payment of all these Statement, and is required to provide clear payment instruction with regard to each Credit card.

17.4. The Minimum Amount is computed as the sum of the following:

(a) For account with Installment Plan(s): THE GREATER OF a predefined percentage of the Outstanding Balance less (-) total installment Plan balances plus (+) any repayment amount due for the installment Plan AND a minimum amount as required by Shinhan;

(b) For account without installment Plan(s): THE GREATER OF a predefined percentage of the Outstanding Balance AND a minimum amount as required by Shinhan, and

(c) all unpaid Minimum Amounts of previous Statement cycles, if any.

18. Order of payment

18.1. Payments made to the Shinhan Credit Card shall be applied in the following order:

(a) Total unpaid minimum amount of previous statements (if any), in order of the furthest statement date;

(b) Any installment Plan repayment amount as shown on the Statement;

(c) Any interests and/or fees related to Transaction or Services (both previous Statement cycle(s) and current Statement cycle);

(d) Any principal amount related to Cash advance transaction (both previous Statement cycle(s) and current Statement cycle);

(e) Any principal amount related to Sales Transactions (both previous Statement cycle(s) and current Statement cycle);

(f) Any fees not displayed in current statement;

(g) Any principal amount related to Cash advance transaction not displayed in current statement;

(h) Any principal amount related to Sales transaction not displayed in current statement..

19. Payment method

19.1. Payment can be made through payment methods regulated by Shinhan. Cardholder should update Payment methods instruction in the latest statement or at Shinhan's website www.Shinhan.com.vn.

19.2. With regard to payment instructions relying solely on Credit Card number either at ATM or at Shinhan branch or other payment channel (the "Instruction"), Cardholder acknowledges and agrees that the payment execution will be made relying solely on the beneficiary's Credit Card number and there might not be any verification prior to or confirmation after the payment is made. Cardholder further accepts the risks associated with such Instruction, including but not limited to risks of the fund being lost or abused arising due to negligence, omission or provision of wrong Credit Card number (either by the Cardholder or the payer).

20. Auto Credit card payment

20.1. An automatic payment arrangement may be arranged if the Primary Cardholder has a demand payment account at Shinhan. By registering auto payment service, Cardholder allows Shinhan to deduct the payable amount according to registered payment withdrawal rate from Cardholder's designated account without Cardholder's payment request on monthly payment due date.

20.2. The payment bank account of Credit Card may be selected only one within the Cardholder's account(s) in local or foreign currency and shall be assigned by the Cardholder. The payment made from a foreign currency account shall be automatically debited after being converted based on the designated exchange rate by Shinhan at the time of payment.

20.3. The Cardholder must ensure that any nominated payment account has sufficient available balance to cover the relevant payments on payment due date. In case the nominated account balance is less than the due Credit Card balance, the Cardholder agrees that Shinhan still can withdraw such remaining for Credit Card payment.

21. Insufficient Payment

21.1. The Cardholder become insufficient payer or delinquent when not making fully payment of The Minimum Payment Amount. If the Cardholder has not yet fulfilled due Minimum Payment amount until the next cycle date, Shinhan shall include the unpaid accumulated overdue Minimum Amount and the New Minimum amount of the new cycle together in the Statement.

21.2. In the event of a situation as stated in the foregoing 1, at any time in working days after payment due date, Shinhan may collect repayment from available balance in the designated payment account or any other Cardholder's payment accounts at Shinhan (if any) without the Cardholder's payment request. In case of a

foreign currency account, the payment shall be debited after being exchanged at the designated currency rate by Shinhan at the time of debt collection. Shinhan can also convert bonus points generated for the Cardholder to repay the Cardholder's overdue debt without the Cardholder's request confirmation.

21.3. As to the secured card, in insufficient payment events, Shinhan reserves the right to use the deposit collateral of the corresponding Credit Card to repay the past due amount.

22. Credit Card Fees and Interests

Interest

22.1. Particular Interests for each Credit Card Products (including Revolving purchase and Fee Interest, Cash Advance Interest, Installment Interests...) are set in Credit Card Fees and Charges and Credit Card Services and announced in Shinhan website www.shinhan.com.vn

22.2. Interests in relation to each Transaction shall be calculated as follows:

- Cash Advance Transactions: Interest is calculated each day on the unpaid balance of the transaction(s) from the date of the Cash Advance until full repayment of the transaction(s).

- Installment Plans: Interest is calculated each day on the unpaid balance of the transaction(s) by applying Installment Interest rate from the date on which Cardholder accepted the Installment Plan(s) until the Installment Plan(s) has been terminated or its period has expired.

- Sales Transactions, fees, charges and all other debits to the Shinhan Credit Card (excluding Installment Plans, Cash Advance Transactions, and Interest billed not paid in previous statement(s)): Interest will be charged only when Cardholder fails to pay the full Statement Closing Balance on or before the Due Date. Interest is calculated from the settlement date of the transaction(s) until the payment date of the transaction(s).

Fees

22.3. Cardholder must pay all fees and charges associated with the Credit Card including the following fees:

(a) Annual fee: The fee that Cardholder must pay yearly for using card.

(b) Cash withdrawal fee: The fee shall be charged if the Cardholder withdraws cash from the demand account by Credit Card at other bank's ATM.

(c) Cash advance processing fee (Cash advance fee): The fee shall be charged if the member makes cash advance transaction.

(d) SMS Service fee: The fee shall be charged if either Primary or Supplementary Cardholder(s) agrees to use the default opt-in registration, except where the Primary Cardholder opts out for all Cardholders

(e) International transaction fee: The fee shall be charge if Cardholder's transaction deriving from overseas transactions or international currency transactions. This amount shall be invoiced at Cardholder's account after exchanging transaction value into Vietnamese Dong.

(f) Late payment fee (Delinquency fee): The fee shall be charged if the Cardholder fails to pay at least the Minimum Amount on or before the Due Date;

(g) Card re-issuance fee: The fee shall be charged if the Card is reissued due to its loss, stolen or upon the request of the Cardholder.

(h) Dispute investigation fee: The fee shall be charged for the Cardholder's request on investigating an dispute in regarding to fraudulent use of the card

(i) Transaction slip copy request fee: The fee shall be charged when the Cardholder requests a copy of the transaction slip.

(k) Statement copy fee: The fee shall be charged when the Cardholder requests a copy of an original Statement;

(l) Credit Limit Increase fee: The fee shall be charged when the Credit Card Limit is approved to increase by Shinhan upon the Cardholder's Credit Limit Increase request.

(m) Exception request fee: charged when the Cardholder requests an additional or special work request to be under taken by Shinhan

(n) Installment Plan conversion fee: charged once the Cardholder accepts the installment Plan having the Installment fee

(o) Installment Plan early payment fee: charged if full payment is made in relation to an installment Plan prior to the scheduled repayment period or any cancellation is made after the conversion is executed

22.4. All fees will be debited from the Shinhan Credit Card, either immediately or on a subsequent statement, whichever is applicable. The Cardholder can refer to the attached Credit Card Fees and Charges or update the latest Fee and Charges on Shinhan's website: www.Shinhan.com.vn or at any Shinhan's branches or by calling to Customer Contact Center at 1900 1577.

OTHER CONDITIONS

23. Supplementary Card(s)

23.1. The Primary Cardholder may request Shinhan to issue an additional Credit Card(s) to a Supplementary Cardholder(s), requirements of which shall be determined by Shinhan. Issuance of additional Credit Card(s) to Supplementary Cardholder(s) shall be at the sole discretion of Shinhan

23.2. Shinhan shall only revoke the right to use the Credit Card by the Supplementary Cardholder upon request of the Primary Cardholder or the corresponding Supplementary Cardholder or as decided by Shinhan.

23.3. The use of the Credit Card by the Supplementary Cardholder(s) shall be conclusive evidence of acknowledgement and consent of the Primary Cardholder on the issuance and use of Supplementary Credit Card. The Primary Cardholder acknowledges and agrees that:

(i) the Supplementary Cardholder(s) can operate the Supplementary Credit Card linked to the Primary Credit Card in the same manners that the Primary Cardholder can;

(ii) the Primary Cardholder shall be liable for any and all debt amounts incurred in relation to the Supplementary Credit Card issued to the Supplementary Cardholder and his/her obligation to pay such amount to Shinhan shall be principal obligation as if he/she had used such Credit Card.

23.4. Supplementary Cardholder(s) commits to comply to Card Use Regulation in these Terms and Conditions

24. Revision of terms and conditions, interest rates, fees and charges

24.1. The Cardholder agrees that Shinhan may at any time vary these Terms and Conditions and interest rates, fees and charges in relation to a Credit Card. Shinhan shall serve a notice to the Cardholder in the manner set out in Clause 25 in these Terms and Conditions (Information update). Such Revised Terms and Conditions shall take effect from the date as specified in such Shinhan Notice but shall not earlier than 7 days from the date of such Shinhan Notice.

24.2. If Cardholder disagrees with such Revised Terms and Conditions, Cardholder may terminate the Credit Card Contract and related services in accordance with Clause 15.1 within 7 days from the date of Shinhan Notice. In case the Cardholder does not terminate the Credit Card Contract, the Cardholder acknowledges and agrees that they shall be deemed to accept such revision. The continued use of the Credit Card by the Cardholder after the effect of the revision shall constitute conclusive evidence of the Cardholder's acceptance to be bound by such modifications.

25. Information update

25.1. The Cardholder shall notify Shinhan immediately of any changes to the Cardholder's information as well as any method which they want to use for communication between the Cardholder and Shinhan. The Cardholder shall bear the responsibility for losses due to the delaying of notification or careless notice documents to Shinhan and the according legal effects caused by such delays of Cardholder's notification.

25.2. The Cardholder can contact to Shinhan to inquire or instruct information change by

(i) Calling to Customer Contact Center 1900 1577

(ii) Requesting to Tellers at Shinhan branch

25.3. Any notice, correspondence or other communication from Shinhan to the Cardholder in respect of the Credit Card may be given by sending to the address, telephone or email set out in the Application or in Cardholder's notice to Shinhan (either in writing or via any non-preferred channels), and will be deemed duly received by the Cardholder based on:

(i) the date or the attempted date of document/letter delivery in case that documents are delivered to the Cardholder, or sent by post or by express delivery.

(ii) the sending date in case of being sent by email, SMS or other electronic means,

(iii) the date of such display if displayed on the Cardholder's Statement,

(iv) after 7 days from the date of announcement on website in case of announcement on Shinhan's website at www.shinhan.com or if displayed by advertisement in any Shinhan's branches or transaction offices in Vietnam

25.4. Shinhan shall not be obliged to ensure whether the Cardholder has actually received such notice/ correspondence/ communication or not.

26. Provision and Use of Credit Information

26.1. Credit information includes personal identity information, credit transaction information, overdue payment obligation information, credit capability information, and other information comprehensively which can be used to assess Cardholder's credit situation.

26.2. The Cardholder shall agree to the Bank's inquiry of information from credit information institution or credit bureaus (Korea Credit Bureau (KCB), Nice Credit Bureau, KIS and etc are included for Korean Cardholders) to determine Cardholder's credit, maintain transaction or post management and shall also agree to Bank's provision of credit information acquired to credit information institutions.

26.3. The Cardholder agrees and acknowledges that Shinhan is authorised to disclose any information regarding the Cardholder to any or all of the following persons:

(i) Shinhan's head office, offices, branches, subsidiaries, associated or affiliated entities ("Shinhan Financial Group Members"), employee or agent of Shinhan

(ii) any auditors or professional advisers of Shinhan or any Shinhan Financial Group Members under a duty of confidentiality to Shinhan or any Shinhan Financial Group Members

(iii) any agents or third party service providers of Shinhan or any Shinhan Financial Group Members who are under a duty of confidentiality to Shinhan or any Shinhan Financial Group Members

(iv) any relevant authority or other person with lawful or regulatory authority as Shinhan shall in its absolute discretion deem necessary or desirable from time to time;

(v) any person when otherwise required to do so in accordance with the laws of any applicable jurisdictions of any country (including credit information...); and

(vii) any local or foreign authority with whom Shinhan or any Shinhan Financial Group Members has an agreement or arrangement which requires customer or account information to be disclosed, whether the disclosure is made directly by Shinhan or through another Shinhan Financial Group Members

The Cardholder also agrees and confirms that any Shinhan Financial Group Members may transfer any of the above information to any party referred to above to whom it is authorised to disclose the same notwithstanding that such party's principal place of business is outside of the Cardholder's country of domicile or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of the Cardholder's country of domicile.

27. Withholding

27.1. Shinhan may be required by law or agreement or arrangement with any local or foreign authority to deduct or withhold from payments made to the Cardholder. Where Shinhan is required to make a deduction or withholding, the Cardholder acknowledges and agrees that the relevant payment will be reduced by the amount of that deduction or withholding and authorises Shinhan to deduct such amounts from the Cardholder's account. The Cardholder indemnifies Shinhan against any loss Shinhan suffers or cost Shinhan incurs as a result of such deduction or withholding

27.2. If the Cardholder is required to make a deduction or withholding for or on account of tax by law, the sum payable by the Cardholder to Shinhan (in respect of which such deduction is required to be made) shall be increased to the extent necessary to ensure that Shinhan receives a sum net of any deduction or withholding

equal to the sum which it would have received had no such deduction been made or required to be made. The Cardholder shall make that deduction and any payment required in connection with that deduction within the time allowed and in the minimum amount required by the law

28. SMS Service for Credit Card

28.1. Cardholder may choose to use Message Services through Mobile phone for Credit Card provided by Shinhan. By registering this Service, Cardholder agrees and confirms to allow Shinhan to provide the Cardholder the following Credit Card's information through sending messages to the mobile phone number designated by the Cardholder:

- (i) Approvals/denials details of Credit cards' transaction authorization
- (ii) The payment due amount, payment due date, late payment amount and others;
- (iii) Other information concerning the Cardholder's Credit Card and Status
- (iv) Other information (except for the advertising information that is only sent upon the member's agreement)

28.2. The Cardholder is responsible for providing the Bank with accurate personal information as requested by Shinhan and shall inform Shinhan any changes in (or cancellation of) the Cardholder's mobile phone number for optimal providing of the Service. All consequences that may arise due to a delay in, or failure to give, such a notice shall be responsibility of the Cardholder.

28.3. Phone number information will be provided to and used by the outside service providing company and the mobile telecom provider for purposes related to the service. The responsibility not to reveal, provide and use the Cardholder information for purposes that are not related to this service shall be regulated strictly in mutual contracts between Shinhan and aforementioned company and provider.

28.4. Shinhan is not responsible if the Cardholder cannot receive the message due to:

- (i) The Cardholder's mobile phone is not turned on or not in mobile service providing locations or The problem of the Cardholder's mobile phone software;
- (ii) Force majeure events mentioned in Clause 29 in this Terms & Conditions (Force majeure events).

29. Force majeure events

Notwithstanding the foregoing, Shinhan shall not be responsible or liable for any loss incurred or sustained by the Cardholder due to a Force Majeure Event (means any events beyond Shinhan's reasonable control, including fire, flood, earthquake, storm or other natural events; strike or other labour dispute; insurrection, war, terrorism or riot; acts or failure to act by any competent authority; changes in laws or any order of any competent authority; any failure, disruption or interference failure of any telecommunications, electricity supply and other utilities; any technical failures, disruptions or interference to any computer system or equipment or any channel (whether caused by hardware or software); and any failure, disruption or interference of system.

30. Responsibility for Violations

30.1. Each event described below shall be an Event of Default under the Credit Card Contract:

- (a) Failure by arises that, in Shinhan's opinion, may have a material adverse effect on the Cardholder's assets or financial condition, or the Cardholder's ability to perform its obligations under the Credit Card Contract; or
- (g) Death, missing or loss of civil act capacity of the Cardholder.

30.2. Rights of Shinhan in case of an Event of Default

On and at any time after the occurrence of an Event of Default, Shinhan may take any or all of the following actions:

- (a) cancel or terminate any and all Credit Cards where upon it shall immediately be cancelled;
- (b) declare that all or part of the Outstanding Balance, together with accrued interest, and all other amounts accrued or outstanding under the Credit Card Contract be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) apply any credit balance, in any account or deposit of the Cardholder with any branch or office of Shinhan, towards satisfaction of the outstanding amount owing to Shinhan and do any acts (including conversion of any currency or execution of any document) as may be required to give effect to such application, in any case without prior notice to the Cardholder;
- (d) apply any payment made by the Cardholder (regardless of otherwise instruction by the Cardholder) toward payment of any unpaid amount due to Shinhan by the Cardholder under any contract or agreement between Shinhan and the Cardholder, at the sole discretion of Shinhan;
- (e) notify of and provide information on any breach by the Cardholder of their payment obligations, to competent government agencies (including without limitation to police agency, tax agency, and business registration agency), the Cardholder's employer, debt collection companies and any related third party as determined by Shinhan. The Cardholder agrees that Shinhan may do such things without notice to the Cardholder;
- (f) exercise all of its right and remedies under the Credit Card Contract including seizing any money or property held by Shinhan or taking any legal proceedings against Cardholder;
- (g) in case the Cardholder delays the payment for delinquency, the Bank has the right to take all necessary steps according to regulations to collect the debt, including taking to court, forcing and selling the assets.
- (h) other rights under the Credit Card Contract and pursuant to Vietnamese law.

30.3. Termination of the Credit Card Contract caused by or in relation to a Primary Cardholder shall also terminate the use of Credit Card of the Supplementary Cardholders. The Cardholder hereby agrees to authorise Shinhan to execute any documents on behalf of the Cardholder and perform any necessary actions for the purpose of debt recovery hereunder;

30.4. The Cardholder agrees to indemnify Shinhan against all costs and loss incurred or suffered by Shinhan (including but not limited to legal fees, expense or fees paid to any collection agent) as a result of or in connection with an Event of Default.

31. Anti-Money Laundering

31.1. The Cardholder agrees to exercise their rights and perform their obligations under the Credit Card Contract

and/or these Terms and Conditions in accordance with all applicable anti-money laundering. The Cardholder must forthwith provide to Shinhan all information and documents that are within their possession, custody or control reasonably required by Shinhan in order for Shinhan to comply with any anti-money laundering laws or regulations.

31.2. The Cardholder agrees that Shinhan may disclose any information concerning the Cardholder to any law enforcement entity, regulatory agency or court where required by any applicable laws.

31.3. Notwithstanding any other provision contained in these Terms and Conditions to the contrary, Shinhan is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering.

32. Other conditions

32.1. Should any provision of these Terms and Conditions be declared void or unenforceable, all other clauses shall retain complete validity provided that it is not objectively and clearly proven that the purpose of the terms and conditions cannot be fulfilled.

32.2. The Credit Card Contract, these Terms and Conditions, all rights and liabilities between Shinhan and the Cardholder and other matters in connection with the Credit Card are governed by the laws of the Socialist Republic of Vietnam.

32.3. In the case of any dispute that is not settled by amicable will, it will be brought to the competent courts according to the laws of the Socialist Republic of Vietnam.

32.4 These Terms and Conditions are made in Vietnamese and English. To the extent that the Vietnamese version is inconsistent with the English version, the Vietnamese version shall prevail unless otherwise required by laws.

32.5. Any matters not stipulated in these terms and conditions shall apply Shinhan's General Terms and Conditions or generally accepted commercial practices.