

## TERMS AND CONDITIONS ON PRIORITY MEMBERSHIP

### I. TERMS DEFINITION & SCOPE OF APPLICATION

- 1.1. Techcombank Priority is a banking service exclusively for high-end customers of Vietnam Technological and Commercial Joint-stock Bank (Techcombank) which provides customized, personalized products and services to this customer group.
- 1.2. Techcombank Priority member customer who is eligible for Priority Membership criteria as per the Bank's regulations from time to time and agrees to register for Techcombank Priority by signing this letter.
- 1.3. Terms and Conditions on Priority Membership (the terms and conditions herein) are applicable for customers registering for Priority Membership.
- 1.4. Contact information provided by the Customer on the Confirmation letter of registering for Priority Banking Services will be used in all transactions with Techcombank.

### II. ELIGIBILITY

- 2.1. An individual will qualify for the program if they meet the requirements of some criteria's defined by Techcombank from time to time.
- 2.2. The criterias may include AUM, TRV in which:  
 AUM = Assets under management including current account balances, term deposits and investment products (bonds, fund certificates) distributed by TCBS to customers (investment product portfolio according to TCB regulations from time to time).  
 TRV = Total relationship value including AUM balance and all secured loans balance (excluding loans secured by valuable papers, loans secured by bonds and secured overdrafts)  
 Family AUM = is the total AUM of members in a Family participating in the same group in TCB Family Banking Service
- 2.3. Individuals with following situations will not eligible for Priority member: customers do not incur overdue debts at Techcombank over 30 days; customers are in the black list fraud at TCB.

### III. BENEFITS OF TECHCOMBANK Priority MEMBER

Techcombank Priority Member will be offered a package of privileges and benefits, issued by Techcombank from time to time

### IV. MEMBERSHIP PERIOD AND TERMINATION OF MEMBERSHIP

- 4.1. Membership validity period is specified as follows:
  - 4.1.1. For a group of members eligible for identification based on transaction information: 12 months from the date the Customer receives notification of eligibility for TCB Priority membership from TCB;
  - 4.1.2 For a group of members based on exception approval/business program: 6 months from the date the Customer receives notification of being a TCB Priority member from TCB.
- 4.2. Techcombank will review, assess and re-classify customers regularly to be in line with regulations of Techcombank Priority issued by the Bank at a specific time, in particular:
  - 4.2.1. Membership period will be automatically renewed based on the criteria at the time of reclassification defined from time to time.
  - 4.2.2. For Customers who meet the conditions of a higher level within the validity period of the Membership, the Customer will be upgraded to enjoy the benefits and incentives of the higher level for 12 months from the date of upgrade.
  - 4.2.3. After 06 months from the date of identification, customers will be reviewed and re-evaluated for membership criteria as follows: Customers who do not satisfy the criteria in the current program code will be updated to a lower program code or keep the program code the same, keeping the membership life cycle the same.
  - 4.2.4 For customers identified by total new deposits (customers with savings books with terms of 3 months or more and deposited on the same day to reach the required balance) or identified by annual life insurance premium: re-evaluate daily and update the corresponding lower program code at the time of evaluation (if the customer does not maintain the initial identification conditions), keep the membership validity period unchanged.
  - 4.2.5. Regarding customer currently being members of Techcombank Priority who has suspicious transactions, Techcombank will give timely warnings to the Customer.

4.2.6. Customer will be notified by Techcombank Priority Relationship Manager of their membership status upon any changes via email/mail or mobile phone with information registered by the Customer on "Confirmation of registering for Techcombank Priority Membership".

4.3. Techcombank will terminate customer's membership if one of the following occurs: 4.3.1. The customer fails to fulfil any of the classification criteria of Priority Services when the membership period ends as stipulated in item 4.1 above.

4.3.2. The customer has overdue debts of more than 30 days at Techcombank;

4.3.3. The Customer is on the blacklist of fraud at Techcombank;

4.3.4. Customers identified by annual life insurance premium: from the date the total insurance premium of all valid life insurance contracts of the customer does not reach the minimum level prescribed by the Program (date T), Techcombank will terminate the Customer's Membership benefits within 7 days from date T or according to TCB's regulations from time to time. 4.3.5. When Techcombank receives the Customer's request for terminating membership;

4.3.6. According to other regulations of Techcombank on Priority Services from time to time.

4.4. Customers may stop using Techcombank Priority or terminate their membership benefits by notifying Techcombank in writing in advance. In case the customer proactively requests to terminate Techcombank Priority membership, the bank may not accept the Techcombank Priority membership identification if the customer has a need in the future.

## **V. CUSTOMER INFORMATION SECURITY**

5.1. Techcombank undertakes to respect all information related to the Customer and ensure that the information is strictly secured.

5.2. Techcombank will only allow its employees to use the Customer's information for operational purposes of Techcombank. Any violations to information security standards committed by Techcombank employees will be handled as per Techcombank regulations.

5.3. All information shared by the Customer with Techcombank will be used for providing the Customer with exclusive products and services. In case of collaborating with a third party partner to support Techcombank activities such as information system setup, consulting, auditing and advertisement, the Customer accepts that Techcombank provides and/or publicizes relevant information in line with Techcombank regulations and applicable laws without sending prior notice to them.

## **VI. GOVERNING LAWS AND DISPUTE SETTLEMENT**

The Terms and Conditions herein are governed by Vietnamese laws. If there is any dispute arising from the exercising of the Terms and Conditions between the Customer and Techcombank, the dispute will be handled by amicable negotiation. Should no agreement be reached by this way after 30 days, the two parties have the right to make legal proceedings to request a competent court in Vietnam to make judgement.

## **VII. FINAL PROVISIONS**

7.1. Techcombank reserves the right at its absolute discretion to terminate the Techcombank Priority membership or vary, delete or add to any of these terms and conditions at any time without notice in advance including without limitation, the eligibility of any customer and the dates of the Priority membership.

7.2. By signing "Confirmation of registering for Techcombank Priority Membership", the Customer agrees to be a member of Techcombank Priority. The Customer will be provided with full benefits and privileges of Techcombank Priority and bound by provisions defined in this Terms and Conditions.

**Techcombank Priority**