

## **General Terms and Conditions regarding Products and Services for Customers being Organizations at Techcombank**

These General Terms and Conditions regarding Products and Services at Techcombank ("**Terms and Conditions**") apply to the Products and Services which Techcombank provides to its Customers being organizations.

The capitalized terms used in these Terms and Conditions have the meanings given to them in Appendix Interpretation of terms of these Terms and Conditions.

These Terms and Conditions apply as from the time Techcombank agrees to open an Account for a Customer or to provide any Product or Service to a Customer, or grants a Customer the right to access the Electronic Platforms.

Customers are required to read and understand these Terms and Conditions prior to opening an Account, or requesting provision of any Product or Service, or accessing the Electronic Platforms.

A Customer with any questions about these Terms and Conditions is kindly requested to contact us via the customer contact centre or via the relationship managers of Techcombank.

When a Customer registers to open an Account or to use a Product or Service, it is understood that the Customer has read, clearly understood and fully agreed to these Terms and Conditions.

**CONTENTS**

|     |  |    |
|-----|--|----|
| A.  | SCOPE OF APPLICATION   |    |
| B.  | GENERAL PROVISIONS   |    |
| 1.  | INSTRUCTIONS   | 2  |
| 2.  | NOTIFICATIONS  | 3  |
| 3.  | FEES AND TAXES   | 4  |
| 4.  | TRACKING/INVESTIGATIONS & CLAIMS                             | 5  |
| 5.  | INDEMNITY, COMPENSATION AND LIMITS ON LIABILITY              | 5  |
| 6.  | TERMINATION/SUSPENSION OF PROVISION OF PRODUCTS AND SERVICES | 6  |
| 7.  | CONFIDENTIALITY OF INFORMATION                               | 6  |
| 8.  | PROTECTION AND DATA PRIVACY                                  | 7  |
| 9.  | ASSIGNMENT AND TRANSFER                                      | 12 |
| 10. | OUTSOURCING  | 12 |
| 11. | INTELLECTUAL PROPERTY RIGHTS                                 | 12 |
| 12. | FOREIGN EXCHANGE   | 12 |
| 13. | COMPLIANCE WITH LAW AND OTHER PROVISIONS                     | 14 |
| 14. | COMMITMENTS AND ASSURANCE                                    | 14 |
| 15. | OTHER RESPONSIBILITIES                                       | 15 |
| 16. | AMENDMENTS TO THE TERMS AND CONDITIONS                       | 17 |
| 17. | OTHER CLAUSES  | 17 |
| C.  | ACCOUNTS AND PAYMENT   | 18 |
| D.  | TERM DEPOSITS  | 25 |
| E.  | ELECTRONIC PLATFORM  | 26 |
|     | APPENDIX   |    |
|     | APPENDIX 01: INTERPRETATION OF TERMS                         | 29 |
|     | APPENDIX 02: PARTICULAR TERMS ON USE OF ACCOUNTS             | 32 |

**A. SCOPE OF APPLICATION**

These Terms and Conditions apply to the Products and Services which Vietnam Technological and Commercial Joint Stock Bank (Techcombank) provides to its Customers. In addition, there may be particular additional terms and conditions which apply separately to a number of Products and Services. Such terms and conditions are also an integral part of these Terms and Conditions.

**B. GENERAL PROVISIONS****1. INSTRUCTIONS**

- 1.1. Customers warrant that their Instructions:
  - a. are accurate, complete, lawful, valid and strictly comply with provisions of law and meet the requirements under the regulations of Techcombank;
  - b. are irrevocable and unconditional. Customers acknowledge and are liable for all Instructions processed using the signature of Customers that have been successfully processed (as determined from the time the data has been captured in the processing systems of Techcombank) by any method, and Instructions will not be denied, refused or relinquished for any reason.
- 1.2. Techcombank shall fully and promptly process Instructions of Customers after checking and verifying their legality and validity, except in circumstances where Techcombank reserves the right to refuse/terminate/suspend the provision of Products and Services in accordance with Section 6 of these Terms and Conditions – Termination/Suspension of Provision of Products and Services.
- 1.3. In circumstances where a Customer wishes to cancel or change its Instruction, Techcombank reserves the right to consider and accept upon conditions that: (i) a request for cancellation or change of the Instruction is sent to Techcombank after the Customer requested/made the Instruction; and (ii) Techcombank has not yet recorded and/or processed the Instruction on the systems of Techcombank per the request of Customer and (iii) the cancellation or change of the Instruction does not affect the interests of Techcombank or the rights and interests of any other third party.
- 1.4. For the purpose of processing any Instruction, Customers acknowledge and agree that, with respect to any Instruction relating to an account which is not opened at Techcombank, Techcombank is only responsible to send the Instruction to the organization where the account is opened and is not liable for the actions of the organization where the account is opened with respect to such Instruction.
- 1.5. Customers agree for Techcombank to retain information relating to any Instructions of a Customer in order to meet its legal obligations and to comply with the law and with regulations of Techcombank.
- 1.6. With respect to Instructions provided electronically, Customers must also comply with the provisions set out in Section E of these Terms and Conditions – "ELECTRONIC PLATFORM".
- 1.7. Transaction times  
Transaction times (including cut-off hour, meaning the last time in a working day for processing inter-bank transactions) are as regulated by Techcombank in each period in compliance with provisions of law and agreements reached by Techcombank with international service providers.
- 1.8. Transaction locations

Customers may attend any transaction location of Techcombank in order to make requests regarding Products and Services (except for the Products and Services transaction locations for which are restricted by law or regulations of Techcombank from time to time).

## 2. NOTIFICATIONS

### 2.1 Notifications, information from Customers

- a. Customers shall fully, precisely and promptly provide necessary information, document required by Techcombank when registering for Products and Services, as well as during the period of use, change and termination thereof. Customers acknowledge that information, document which they provide is valid and binding on the Customer. If a Customer changes any information, document relating to the Products and Services which Techcombank provides, such Customer is responsible to promptly notify Techcombank.
- b. A notification of change or addition of information from a Customer shall take effect no later than three (3) working days from the time Techcombank confirms having received in full the valid documents in a notification of change or addition of information of the Customer and/or from the time when the systems of Techcombank record the acknowledgement of the validly changed and/or additional information of the Customer or at any other time specified in the written confirmation from Techcombank.
- c. Techcombank shall store and promptly and fully update information, document (including specimen signatures and specimen seal, if any) registered by Customers for checking and verifying during the use of Products and Services by Customers.
- d. Customers are obliged to fully declare information of the ultimate beneficial owners of transactions conducted via any Account opened at Techcombank, especially as required for compliance with regulations outside the territory of Vietnam such as FATCA; to update information immediately when there is a change and/or upon the request of Techcombank, and to check all transactions in order to ensure that all the beneficial owners are not involved in/related to money laundering, terrorism or terrorism financing activities in accordance with provisions of law and the regulations of Techcombank;
- e. Unless stipulated otherwise in these Terms and Conditions or in other agreements of the parties, all information provided by Customers to Techcombank must be provided in the form of written documents.

### 2.2 Notifications from Techcombank

- a. Techcombank will promptly and fully notify the balance and transactions arising on an Account and any freezing/temporary blocking/release of an Account in the forms registered by the Customer.
- b. In the event that Techcombank provides an electronic notification, Techcombank will make endeavours to ensure that the information provided to the Customer is accurate as recorded in the systems of Techcombank. However, due to the peculiarities of the electronic notification method and situations beyond the control of Techcombank, Techcombank does not guarantee that all information will be accurate, up-to-date and error free. Therefore, Customers acknowledge that information notified electronically by Techcombank may not be conclusive and accurate as at the time the notification is provided and other verification

methods may need to be taken should the Customer and/or Techcombank consider it necessary.

- c. Techcombank reserves the right to change the cycle and method of sending notifications, including but not limited to changing the method from sending notifications by either mail or email to holding back to mail or email if the postal address or email address of the Customer changes and Techcombank has not received any written notification from the Customer of such change or if a notification which Techcombank sends to the previously registered address of the Customer is returned for any reason or if there is no bank debit transaction recorded in the Account of the Customer for a period of 12 (twelve) or more months.

2.3 Unless otherwise stipulated in these Terms and Conditions, any statement, confirmation, notification, request or other communication sent by Techcombank to a Customer may be provided by one of the methods set out below:

- a. sent by fax: effective as at the time set out in the transmission report that the fax was sent successfully;
- b. direct delivery: effective as at the time of delivery at the registered address of the Customer;
- c. sent by post to a domestic address: effective 2 (two) working days after posting;
- d. sent by post to an international address: effective 5 (five) working days after posting;
- e. sent by email or electronic message: effective at the time of sending; or
- f. announced in a daily newspaper or listed at any branches of Techcombank or on any website of Techcombank or electronic platforms of Techcombank: effective at the time of announcement or listing.

### **3. FEES AND TAXES**

#### 3.1 Fees

- a. The application to, and collection of, various types of fees from Customers using any Products and Services provided by Techcombank is determined by Techcombank from time to time. Accordingly, Customers agree that Techcombank reserves the right to change the level and type of fees and the collection methods from time to time, and Techcombank will notify Customers prior to such changes taking effect.
- b. Information about the types and amounts of fees for any Product or Service will be announced by Techcombank by publicly listing the same at branches of Techcombank and on its official website and on other Product and Service provision channels and/or notification channels.
- c. Customers agree that they will themselves check and make full payment of fees relevant to their use of any Product or Service provided by Techcombank and agree that fees paid are non-refundable except in circumstances where collection of such fees was due to the fault or error of Techcombank.
- d. Techcombank provides electronic VAT Invoices for fees collected for its Products and Services. Every month, Techcombank will send VAT Invoices arising during the month to the registered email address of Customers.

#### 3.2 Taxes

- a. Customers acknowledge that they are wholly and solely responsible for obtaining information about, and understanding and complying with, their tax obligations. Customers must pay all taxes applicable to them in connection with any Product or Service provided by Techcombank.
- b. All payments made to Techcombank will not be subject to any restrictions, conditions, clearing, off-setting, deductions and/or withholding for payment of Taxes, except where such deduction or withholding is required by the law.
- c. If the law stipulates a deduction or withholding in order to pay Tax when the Customer makes a payment to Techcombank, the Customer needs to ensure that the amount payable to Techcombank equals the amount of tax payable.

#### **4. TRACKING/INVESTIGATIONS & CLAIMS**

- 4.1 Customers must review and validate the accuracy of each Transaction Data provided by Techcombank. If any error is detected, the Customer may make a request for tracking/investigation or may make a claim in accordance with the regulations of Techcombank.
- 4.2 Within 60 (sixty) days after the date on which a transaction arises or another time-limit stipulated by Techcombank, the Customer has the right to send Techcombank a request to trace a transaction or to lodge a written claim at any transaction location of Techcombank or to send via other methods as regulated by Techcombank from time to time. Except where the cause of the subject matter of the investigation or claim was the fault of Techcombank, the Customer agrees to be responsible for all risks, costs and losses (if any) arising from the Customer making a claim after the time-limit for making a claim stipulated by Techcombank and/or a claim not in accordance with the procedures required by Techcombank. The Customer also agrees to bear the costs of the claim (if any) in accordance with regulations of Techcombank.
- 4.3 Techcombank agrees to resolve requests for tracking/investigations or claims of Customers relating to the use of Products and Services in accordance with the principles, procedures and timelines which accord with provisions of law and the regulations of Techcombank as at the time of receipt of such requests for tracking/investigations or claims.

#### **5. INDEMNITY, COMPENSATION AND LIMITS ON LIABILITY**

- 5.1 Customers agree to compensate Techcombank for all loss and damage arising and at the same time to take action to minimize all loss, litigation, complaints/claims, proceedings, fines and expenses of Techcombank and to completely indemnify all expenses and losses which Techcombank has incurred or paid. These expenses and losses may arise under any circumstances if a Customer breaches their commitments and obligations under these Terms and Conditions and/or pursuant to a request, complaint or lawsuit made by a competent governmental agency or any other third party.
- 5.2 If the Customer proves that any loss, lawsuit, complaint, proceeding, fine or expense was caused by the wilful negligence or misconduct of Techcombank, then the Customer agrees that the liability of the Bank is limited to direct loss and damage which was reasonably foreseeable, and which arose directly and solely from such wilful negligence or misconduct.

**6. TERMINATION/SUSPENSION OF PROVISION OF PRODUCTS AND SERVICES**

Techcombank reserves the right to refuse/terminate/suspend provision of Products and Services to Customers in the following cases:

- 6.1 After receipt of a notification from a Customer that a Security Device has been lost, stolen or its password has been revealed;
- 6.2 A Customer failed to fully comply with procedural requirements of Techcombank; an Instruction was invalid or does not match with the information registered in the file of the Customer kept at Techcombank and/or not in accordance with the agreement reached between Techcombank and the Customer;
- 6.3 The Account has insufficient available balance to process a payment order;
- 6.4 The Account is totally suspended, blocked or the Account has been closed; the Account is partially suspended, blocked and the remaining balance is insufficient (except in the case of an overdraft) or exceeds the overdraft limit for processing of a payment order;
- 6.5 The Account of the Customer is subject to a dispute and/or there are indications that the Customer is in breach of law or in breach of regulations of Techcombank or an agreement reached with Techcombank;
- 6.6 When there is a written decision or request from an competent governmental agency; or when there is a suspicion/evidence that a payment transaction was made for the purposes of money laundering or terrorism financing as stipulated by the law on anti-money laundering;
- 6.7 The Customer failed to comply with provisions of law;
- 6.8 Processing of a request of a Customer could result in Techcombank breaching provisions of law and, in particular, FATCA regulations.
- 6.9 Techcombank is in the process of system maintenance;
- 6.10 There is a change in the policies and provisions of the law;
- 6.11 Any other force majeure circumstances beyond the control of Techcombank;
- 6.12 When a Customer has failed to fulfil its payment obligations pursuant to an enforcement decision made by a competent governmental agency or has not fully repaid outstanding debts payable to Techcombank;
- 6.13 Customer/Administrators/Managers/Executives/Shareholders, capital contributors, owner of customer are wanted, prosecuted, detained according to criminal law
- 6.14 In other cases as stipulated by the law.

**7. CONFIDENTIALITY OF INFORMATION**

- 7.1 Customers agree to be responsible for preserving the confidentiality of information of themselves, and of Products and Services used at Techcombank. Customers agree to be responsible in the event that information about the Customers, or Products and Services which the Customers have used, are currently using or will use at Techcombank is disclosed for any reason via any means without fault on the part of Techcombank.
- 7.2 Customers authorize Techcombank at its sole discretion to collect and verify any of their information when Techcombank deems appropriate to do so (including but not limited to information of Customers defined in applicable law and information about the use of any Product or Service which Techcombank provides, other credit-related information and any other information provided by a Customer or obtained from any appropriate source). Customers



also authorize Techcombank to publish, disclose, exchange or transfer information of Customers (especially under regulations of FATCA) to and for: (i) governmental agencies; (ii) subsidiaries/affiliated companies of Techcombank; (iii) suppliers, contractors or any other persons acting on behalf of Techcombank; (iv) consultants, auditors, insurers, notaries and any persons related to the exercise of the rights and obligations of Techcombank regarding the Products and Services provided by Techcombank pursuant to these Terms and Conditions and/or pursuant to any agreement between Techcombank and the Customer; (v) any person with confidentiality obligations owing to Techcombank or (vi) other third parties. This authorization will continue to be effective despite termination of use of Products and Services made by Customers and/or closure of their Accounts.

- 7.3 Techcombank undertakes to preserve confidentiality of information of Customers relevant to the use of Products and Services in accordance with law or pursuant to the agreements reached with Customers in these Terms and Conditions.

## **8. PROTECTION AND DATA PRIVACY**

- 8.1 The Customer requests, agrees and authorizes Techcombank to process, store, provide and/or share with third parties transaction information and data of Customer and/or other related third parties (including but not limited to organizations and individuals who are representatives, employees, partners, contractors, customers, related persons of the Customer according to the customer's relationships) ("Data Subject") obtained by Techcombank when Customer/ third party provides, uses or interacts with products/ services, employees and/ or Techcombank website or communication channels ("Information and Data").

Information and Data may include personal data that is information in the form of symbols, letters, numbers, images, sounds or the like on an electronic medium associated with a particular person and can or help identify a particular person. Personal Data includes basic personal data and sensitive personal data. The types of personal data collected by Techcombank may vary by jurisdiction and applicable law including but not limited to:

- i. Basic personal data: Last name, middle name and birth name, other name (if any); Date of birth; day, month, year dead or missing; Sex; Place of birth, place of birth registration, place of permanent residence, temporary residence, current residence, hometown, contact address; Nationality; Photos of individuals (including images, information obtained from security camera systems); Phone number, identity card number, personal identification number, passport number, driver's license number, license plate number, personal tax identification number, social insurance number, health insurance card number ; Marital status; Information about family relationships (parents, children); Information about the individual's digital account; personal data reflecting activities, history of activities on cyberspace; Other information that is tied to you or helps identify you is not subject to the Sensitive Personal Data set out below (including information about an individual's digital account; personal data that reflects activity, calendar, and personal data). history of activities in cyberspace,...);
- ii. Sensitive personal data: Political views, religious views; Health status and private life are recorded in the medical record, not including blood type information; Information related



to racial or ethnic origin; Information about inherited or acquired genetic characteristics of an individual; Information about the individual's physical attributes and biological characteristics; Information about an individual's sex life and sexual orientation; Data on crimes and offenses are collected and stored by law enforcement agencies; Customer information of credit institutions, foreign bank branches, payment intermediary service providers and other authorized organizations, including: customer identification information as prescribed by law, information on accounts, information on deposits, information on deposited assets, information on transactions, information on organizations and individuals that are guarantors at credit institutions, bank branches, organizations providing intermediary payment services; Personal location data identified through location services; Other personal data required by law is unique and requires necessary security measures.

- iii. Data related to websites or applications: technical data (including device type, operating system, browser type, browser settings, IP address, language settings, date and time connection to the Website, application usage statistics, application settings, date and time of connection to the Application, location data and other technical communications); account name; password; secure login details; usage data, etc.
- iv. Marketing data: advertising interests; cookie data; clickstream data; browsing history; response to direct marketing; and opt out of direct marketing etc.

## 8.2 The Customer warrants and undertakes that

- a. Customer has been approved and duly authorized by the Data Subject to provide and share Information and Data with Techcombank and authorize Techcombank to process, store, provide and /or share to other third parties this Information and Data.
- b. In the event that the Data Subject arises requests, changes to the Information and Data (including but not limited to requests for access, withdrawal of consent, deletion of data, restriction of data processing, etc.) ...), Customer commits to immediately notify in writing Techcombank and cooperate with Techcombank to perform necessary tasks in accordance with the law.
- c. Be responsible before the Data Subject, the law and Techcombank for the content of this commitment, and compensate Techcombank for damages in case of any request/complaint/claim from the Data Subject or from other agencies. competent authorities.

In the event that the Data Subject does not accept the terms and/or withdraws its consent to the provision and processing of Information and Data for the purposes specified in Point c - Section 8.3 below, the Withdrawal of such consent may result in the provision of products, services and/or features on Techcombank's website, application or device to be limited, limited, suspended, terminated, depending on a case-by-case basis according to Techcombank's regulations and policies. Techcombank will not be liable to the Customer for any loss incurred, and Techcombank's legal rights will be expressly reserved with respect to such limitation, restriction, suspension, or termination.

### 8.3 Regulations on processing and protection of Information and Data:

- a. Techcombank's Information and Data Protection Principles
  - i. Techcombank is committed to processing Personal Data in a safe and secure manner and ensures the rights of the Data Subject to the processing of personal data in accordance with the provisions of the applicable Law
  - ii. Techcombank applies appropriate data handling methods as well as appropriate technical and organizational security measures, to prevent unauthorized access, reading, use, alteration, provision, destruction or other personal data processing
  - iii. However, the Internet is not a secure environment and Techcombank cannot guarantee that Personal Data shared using the Internet will always remain secure. When Customer uses the Internet to transmit Personal Data, Customer should only use secure systems to access websites, applications or devices. Customer is responsible for keeping its access credentials for each website, application or device safe and confidential. Customers need to immediately notify Techcombank if they detect abuse of their login information and change their access password immediately.
- b. How Personal Data is Collected
  - i. In order to comply with its obligation under applicable laws, Techcombank may receive Personal Data from Legal authorities and Public authorities as required by laws
  - ii. Techcombank may receive Personal Data from publicly available sources (such as telephone directories, advertising/brochures, information publicly available on websites, etc.);
  - iii. Provided/exchanged by the Customer in writing, email, phone (for example from the Application Form/transaction record when the Customer uses Techcombank's Products and Services, when participating in surveys, programs, etc.) promotion process and credit evaluation and appraisal process);
  - iv. From service providers, partners, and third parties including but not limited to consultants, surveyors, media, social media, marketers, credit information, infrastructure providers and other means and third parties related to Techcombank's business activities
- c. Purpose of Processing Personal Data

Techcombank may process Personal Data for the following purposes, including but not limited to

- i. Provide Products or Services; implementing promotions, incentives and support program of Techcombank
- ii. Using and analyzing Personal Data to develop, provide, continuously improve the quality of services and products, towards better meeting the needs of Customers;

- iii. Send Customer information related to Customer's transactions and needs, in accordance with Commercial Law;
- iv. Online behavioral advertising or interest-based advertising;
- v. Display the content of the website, applications, devices and any customizations the Customer may choose;
- vi. Manage content, promotions, surveys or other features of websites, applications, devices; or survey platform;
- vii. Send communications about the Customer's account management and the features of the website, application or device;
- viii. Send the Customer information related to the transaction and the Customer's needs in accordance with applicable laws
- ix. Verify the identity and ensure the security of the Customer's personal data;
- x. Protection from fraud, identity theft and other illegal activities
- xi. To have a basis for establishing, exercising legal rights or defending Techcombank's legal claims;
- xii. Comply with applicable Laws, relevant industry standards and other applicable policies of Techcombank;
- xiii. Notify Customers of changes to products and services in the event that the State's management policies, the provisions of law or the market have changed, abnormal fluctuations or according to the change, or update Techcombank's Regulations/Policies;
- xiv. For the purpose of preventing and combating money laundering, combating terrorist financing, complying with sanctions or sending it to a competent authority in accordance with regulations from time to time;
- xv. Surveillance camera (CCTV) footage, in particular, may also be used for the following purposes: (i) for quality assurance purposes; (ii) for the purposes of public security and occupational safety; (iii) detect and prevent suspicious, inappropriate or unauthorized use of our facilities, products, services and/or facilities; (iv) detecting and preventing criminal acts; and/or (v) investigate incidents at the request of State agencies;
- xvi. Other purposes according to the relevant Agreement when the Customer joins/uses Techcombank's services;
- xvii. Any other purpose exclusively for Techcombank's business; and
- xviii. In any other manner as Techcombank notifies the Customer, at the time of collection of the Customer's personal data or before the commencement of relevant processing or as otherwise required or permitted by applicable law.

d. Providing Personal Data

Techcombank will not sell, exchange, rent (term or indefinitely) Personal Data without the consent of the Data Subject as required by law. Techcombank may share or provide/use Personal Data to the following related parties:

- i. Techcombank's employees and agents serve the purpose mentioned at point c, section 7.5 above
  - ii. Recipients outside of Techcombank, including partners/subcontractors of partners, subsidiaries/affiliated companies of Techcombank and all or any trusted partners with whom Techcombank has cooperated with Techcombank. there has been an agreement on the obligation to keep Customer's data confidential and to comply with data privacy, for the purposes mentioned in point c, Section 7.5 above;
  - iii. Third-party service providers to help Techcombank operate operations, operate websites, applications or devices, provide Customer with products or services selected by Customer, or to manage activities acting on behalf of Techcombank, such as sending newsletters or surveys, etc.;
  - iv. If the Customer makes a payment via a website, application or direct payment to Techcombank, then Personal Data may need to be provided to a third party (for example, a payment service provider) for the purpose of purpose of supporting such payments;
  - v. In the event of a proposal or completion of the sale, merger or transfer of all or part of Techcombank's business or assets (including in the event of a reorganization, dissolution, liquidation or restructuring, or change of control), Techcombank may provide Personal Data to a potential seller or buyer, or their representative, provided that Techcombank has taken reasonable, lawful first steps to ensure safety and security of Personal Data;
  - vi. Competent state agencies in accordance with the provisions of law and/or as permitted by law.
- e. Storage of Personal Data

Techcombank may store Personal Data in Vietnam or abroad, including a cloud storage solution in accordance with applicable laws. Techcombank stores Personal Data for the period necessary to fulfill the purposes set out in point c, Section 7.5 above, unless a longer storage period is required or permitted by applicable laws. onion.

- f. Other rule:
- i. Techcombank may process Information and Data through cookie technology ("Cookie" is a small file placed on your device when you visit a website. It records information about the device. , your browser and, in some cases, your electronic browsing preferences and habits). Techcombank may use this information to identify the Customer when the Customer returns to Techcombank's websites.
  - ii. In accordance with the requirements of applicable laws, Techcombank and/or Techcombank's direct marketing partners or Techcombank's service providers may

contact the Customer via email, text message or other other electronic means, from time to time, to provide Customer with information regarding products or services that may be of interest to Customer.

- iii. The Customer may see advertising or other content on any website, application or device that may link to the websites or services of partners, advertisers, sponsors. or other third parties of Techcombank. Techcombank has no control over the content or links appearing on third party websites or services and Techcombank is not responsible for the activities used by third party websites or services. three are linked to or from any website, application or device. These websites and services may be subject to the privacy policies and terms of use of third parties.

## **9. ASSIGNMENT AND TRANSFER**

- 9.1 Techcombank may assign, transfer or authorize by any means or form to a third party, a part or all of the rights and obligations of Techcombank pursuant to these Terms and Conditions without requiring prior notification or consent/permission from Customers. The assignee, transferee or authorized person shall continue to exercise the rights and discharge the obligations which Techcombank has assigned, transferred or authorized. Customers agree to sign documents and/or to perform tasks pursuant to requests from Techcombank or as required by the party appointed by Techcombank in order for such assignment, transfer or authorization to take effect;
- 9.2 Customers are not permitted to assign, transfer or create any security over or restriction on the rights and obligations of Customers under these Terms and Conditions, without prior written approval from Techcombank.

## **10. OUTSOURCING**

Techcombank reserves the right to hire third parties to perform any rights and obligations of Techcombank without having to provide notifications or explanations to Customers on the basis of ensuring compliance with the provisions of law.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Customers confirm and agree that all designs, symbols, images, logos, language, trademarks, commercial names, technology solutions, applications, reports, software and any other components forming and related to Products and Services are owned by Techcombank or a Third Party Supplier of Techcombank and that all related intellectual property rights are protected.
- 11.2 Customers are not permitted to copy, reproduce, distribute or arbitrarily change names, images, interfaces or to conduct any other acts which hinder, interfere with or otherwise infringe or adversely affect the intellectual property rights of Techcombank in the Products and Services even when Customers are no longer using Products and Services of Techcombank.

## **12. FOREIGN EXCHANGE**

- 12.1 If a type of currency transferred to an Account of a Customer is different from the currency of the Account which the Customer opened at Techcombank (provided that the source of the money and the purpose of the transaction has been proven to be lawful in accordance with the regulations of Techcombank and the law) and the Customer has not opened an Account in such

- currency, then the Customer agrees for Techcombank to automatically convert the currency to the currency in which the Account of Customer is currently opened in order to credit into the Account of the Customer, without requiring any other instruction/consent from the Customer.
- 12.2 If a Customer has payable amounts which are due, Techcombank is permitted to deduct any balance from any account of the Customer at Techcombank in order to pay such amounts, including where the currency in which the amount is payable is different from the currency of the account to be deducted. In such cases, Techcombank, at its sole discretion, reserves the right to convert payable amounts into the currency of the account of the Customer for deduction purposes.
- 12.3 When conducting any transaction related to foreign exchange, the Customer must ensure that the currently available funds for the transaction are lawful and that the purpose of the transaction is lawful in accordance with the laws on foreign exchange. Customers must provide complete, accurate and valid supporting documents at the request of Techcombank in order for Techcombank to check their contents prior to processing any transaction related to foreign exchange and, at the same time, Customers are legally liable for the truthfulness and accuracy of the various types of documents and information presented to Techcombank.
- 12.4 If a Customer buys foreign currency from Techcombank, the Customer is obliged to use this amount for the correct purpose and in compliance with provisions of the law on purchase and use of foreign currency, and the Customer is wholly responsible before the law in a case of using the foreign currency for an improper purpose.
- 12.5 If a Customer buys foreign currency to pay an outstanding loan, the Customer should confirm that payment for its foreign currency revenue from production and business activities was delayed for objective reasons resulting in the Customer having insufficient foreign currency from lawful revenue sources to pay the loan, and the Customer agrees that on receipt of foreign currency from their production of business activities they will sell this amount to Techcombank.
- 12.6 Unless otherwise agreed, the exchange rate applicable to a payment transaction of a Customer related to conversion of foreign currency will be the exchange rate announced by Techcombank and applicable as at the time the payment is made. Techcombank is not responsible for exchange rate fluctuations at any time.
- 12.7 In foreign currency trading transactions with Techcombank, the Customer agrees that, regardless of the time when the Customer confirms the transaction (including but not limited to entering into a foreign currency trading contract; or the Customer enters orders and approve orders on the Electronic Platform or other form of transaction confirmation), the Client's foreign currency trading transactions will be considered valid, successfully established and legally binding on the rights of the Client. and obligations of the parties from the time the parties entered into a transaction agreement by phone/email/other method before. The Customer agrees that Techcombank has the right to record phone calls to record transactions between the parties or any other form of recording to serve as a basis for the Customer's transactions and commits not to complain or dispute. Techcombank's right of recording, or other form of recording. Accordingly, from the moment the parties establish a transaction agreement by phone/email/other method, foreign currency trading transactions can only be cancelled



(including the failure of the Client to enter orders and/ or approve orders on the Electronic Platform or do not sign a Foreign Currency Purchase Agreement or sign an Appendix/contract cancellation document), modify it on the basis of Techcombank's approval, and at the same time, the Customer commits to pay give Techcombank an amount to compensate for the loss in accordance with Techcombank's regulations

### **13. COMPLIANCE WITH LAW AND OTHER PROVISIONS**

- 13.1 Techcombank and the Customer undertake to exercise their rights and comply with their obligations in accordance with the applicable laws.
- 13.2 Techcombank reserves the right not to process any request for use of Products and Services from Customers, to retain information and documents in different forms as evidence, and at the same time, to promptly notify the authorized authorities for consideration and resolution where any indication of a breach of the law by a Customer is discovered.
- 13.3 Where a Customer or a Beneficial Owner is identified as having one or more indicia for identification of a relevant person and/or in the category subject to regulations of the United States, the Customer should complete, update, notify and send to Techcombank as soon as possible any documents relevant to taxes of the United States or documents on tax exemption which may be applicable to the Customer and/or the Beneficial Owner, including provision of information in order to explain that the Customer and/or the Beneficial Owner is not a taxpayer of the United States despite the United States indicia in accordance with the regulations of Techcombank from time to time. The Customer agrees that if the Customer fails to provide any documents mentioned above or is unable to explain or prove that the Customer and/or the Beneficial Owner is not a taxpayer of the United States despite it having indicia stipulated by the United States, Techcombank will reserve the right to apply the regulations of FATCA whereby the Customer will be subject to a deduction at a rate stipulated by FATCA from the deductible payments sourced from the United States and Techcombank will consider terminating the provisions of Products and Services to the Customer.
- 13.4 The Customer ensures that they will not use or permit the use of an Account or any other Products and Services of Techcombank for the purpose of money laundering or in breach of any law or policy on anti-money laundering, terrorism financing, cheating or fraudulence or other breaches of law.

### **14. COMMITMENTS AND ASSURANCE**

- 14.1 The Customer is an organisation established and operating lawfully and having full legal capacity in accordance with law to sign and perform these Terms and Conditions.
- 14.2 The Customer has obtained and will maintain all internal approvals or authorizations relevant to their authority to sign and perform these Terms and Conditions in compliance with the charter and internal regulations of the Customer and the law.
- 14.3 The Customer shall ensure its full performance of the responsibilities and obligations in accordance with these Terms and Conditions, and compliance with the policies and regulations of Techcombank related to the use of Accounts, Products and Services of Techcombank.
- 14.4 The Customer is responsible for the truthfulness and lawfulness duration/use value of information and documents provided to Techcombank and, at the same time, agrees to pay any costs or penalty for any breach and compensation for damage to Techcombank and other



remedies under these Terms and Conditions if the provided information or documents are inaccurate/complete and/or fake and/or are not in accordance with its authority and/or non-original and/or expired date/use value.

- 14.5 The Customer agrees that Techcombank has guided and warned it about the risks in relation to the provided Products and Services, especially the risks in respect of electronic transactions (such as risks in respect of confidentiality, uninterrupted continuity, events of force majeure such as breakdowns of transmission lines, power, network, equipment, virus, technical errors, mistakes or fraud or cheating and other risks). The Customer has been made aware of and fully assessed the risks and have had provided to it measures and tools to prevent and risks occurring.
- 14.6 The Customer undertakes that when executing any orders/instructions related to the use of Techcombank's Products and Services, the Customer has obtained sufficient internal approvals/authorizations/authorizations to execute such orders and sign relevant documents at Techcombank's request

## **15. OTHER RESPONSIBILITIES**

- 15.1 Techcombank develops internal processes on provision and use of Products and Services, provides and applies measures to ensure information safety and confidentiality in compliance with law with the aim to ensure service quality and the interests of Customers in strict accordance with these Terms and Conditions.
- 15.2 The Customer manages by themselves their Signature and seal, information and source documents effective for transactions in the Account, Products and Services (cheques, payment orders, cash withdrawal forms etc.) provided by Techcombank and is responsible for any loss, falsification or unauthorized use of their Signature and/or seal, information or source documents effective for transactions in the Account; and falsification of any data or files relating to the Account, Products and Services of the Customer or any dispute arising with a third party.
- 15.3 The Customer is responsible for all risks arising in relation to the truthfulness of the specimen seal registered by the Customer and Techcombank is exempt from all responsibilities. The Customer undertakes to update Techcombank in a timely manner on the specimen seal when there is any change and/or updates as required by law and Techcombank reserves the right to suspend/block an Account and terminate the provision of Products and Services if the new specimen seal has not been updated.
- 15.4 The Customer is responsible for the risks arising due to failure to update and/or provide information (including initial information and changed information) in a correct, complete, accurate and timely manner.
- 15.5 Authorized Persons
- a. The Customer agrees to provide Techcombank with:
    - authorization documents in the form prescribed by Techcombank or accepted by Techcombank;
    - the people's identity card, citizen's identity card or valid passport of an Authorized Person; and
    - a specimen signature of each Authorized Person.

- b. The Customer agrees to ensure that all Authorized Persons comply with all the commitments of the Customer in these Terms and Conditions.
  - c. The Customer agrees to notify Techcombank in writing of any change to an Authorized Person (including but not limited to addition/change/withdrawal/removal of an Authorized Person, change in information about an Authorized Person, scope/contents of authorization, duration of authorization etc.).
  - d. The Customer acknowledges and agrees that any Instructions from, or action by, an Authorized Person is performed for and on behalf of the Customer; the Customer is wholly responsible for the Instructions or actions performed by the Authorized Person and releases Techcombank from all responsibilities, involvement or joint liabilities in relation to queries, complaints, legal proceedings, disputes or disciplinary actions between the Customer and the Authorized Person regarding the performance of the authorization.
- 15.6 The Customer agrees to register the specimen signature and recognize and use the same specimen signature for all Products and Services at Techcombank and at all business sites of Techcombank.
- 15.7 The Customer agrees to maintain a sufficient available balance in the Account in order to perform Products and Services with Techcombank; and to ensure the minimum balance in accordance with regulations of Techcombank from time to time. Where the Customer has an overdraft agreement with Techcombank, the Customer agrees to perform the relevant obligations when payments are made in excess of the credit balance in the Account.
- 15.8 The Customer shall notify Techcombank in a timely manner when they recognize any error or mistake in Crediting the Account or suspects that its Account has been misused, or any error or dispute regarding the Account and/or the Products and Services used by the Customer.
- 15.9 The Customer shall pay in full all fees, debts and other financial obligations owed to Techcombank. At the same time, the Customer accepts for Techcombank to debit any disputed amount and fees and costs when a dispute arises between the Customer and Techcombank.
- 15.10 The Customer agrees to do all things and sign all documents and papers according to the request of Techcombank which Techcombank considers necessary or desirable or to ensure that Techcombank has all the rights, powers and remedies in accordance with these Terms and Conditions or any other agreement between Techcombank and the Customer.
- 15.11 If the Customer breaches any obligation or liability prescribed in these Terms and Conditions, Techcombank reserves the right, at its sole discretion, to apply the highest level of penalty in accordance with the relevant law at the time of breach.
- 15.12 In order to provide a Product or Service of Techcombank, the Customer agrees for Techcombank to record conversations via telephone between Techcombank and the Customer and to convert the same into a document, tape/disk or other media which Techcombank considers necessary. Such recording will be the own assets of Techcombank and will be the conclusive evidence of any telephone conversation as well as the date, hour and content of such conversation in any legal procedures if there is a dispute or claim between Techcombank and the Customer.
- 15.13 The Customer has other responsibilities as stipulated by these Terms and Conditions and relevant provisions of Law.

**16. AMENDMENTS TO THE TERMS AND CONDITIONS**

- 16.1 Techcombank reserves the right to amend, supplement or revoke wholly or partly, any terms and conditions relevant to any Products and Services provided by Techcombank. All the aforesaid amendments, supplements or revocations (hereinafter referred to as "the amendments") will become effective after 15 (fifteen) working days from the date when Techcombank gives notification to the Customer by displaying the amendments at the transaction counters, advertising/announcing on the mass media, updating on the website of Techcombank, via email or mobile phone application, in writing and/or any other means which Techcombank considers appropriate or at any time specified in the notification.
- 16.2 If the Customer continues to use the Products and Services after the effective date of the amendments or if Techcombank does not receive any written notification, requirement or query about the amendments and/or requirement for termination of the use of the Products and Services from the Customer before the effective date of the amendments, in such case, the Customer agrees with and accepts such amendments as a contractual agreement and as an integral part of these Terms and Conditions.
- 16.3 Techcombank will terminate the use of the Products and Services by the Customer after 7 (seven) working days from the date of receipt of the written notification of termination of the use of Products and Services from the Customer. During such period, if the Customer continues to use the Products and Services, the Customer agrees to perform the amended items of these Terms and Conditions as notified by Techcombank.

**17. OTHER CLAUSES**

- 17.1 If the beneficial owner/account-holder has any United States indicia, FATCA information will be verified by reference to the regulations relevant to personal Accounts issued from time to time.
- 17.2 If any dispute arises, the parties will first attempt to resolve it by negotiation or conciliation. If on expiry of the period of 30 (thirty) days from the date when either party raises the dispute, the parties fail to conciliate, the parties reserve the right to submit the dispute to a competent court in Vietnam for resolution.
- 17.3 Force majeure
- a. An event of force majeure means an event impacting on parties and occurring objectively which is unforeseeable and irremediable by that party and falls beyond the control of that party despite application of all necessary measures, including but not limited to the following cases:
- natural disasters; natural calamity, fire, epidemic diseases etc.
  - war, hostile actions, invasion, civil war, terrorism, riots, demonstrations and restrictions by the government.
  - Intervention of a competent governmental agency or change in policies pursuant to law.
  - technical systems or IT encountering a problem such as breakdown, virus, loss of connection etc.
  - labour interruption, strike, industrial action, or other disruptions impacting directly on the parties.

- unavailability of foreign exchange and measures of the Government for controlling foreign exchange.
  - any clearing house or market encountering an incident or temporary suspension.
  - b. On occurrence of an event of force majeure:
    - The party affected by the event of force majeure must promptly notify in writing to the other party but no later than 10 days from the date of occurrence of the event of force majeure accompanied by a document proving the event of force majeure with the certification of the local authority or other competent organization; and
    - At the same time, it will immediately takes measures to remedy or mitigate loss and damage caused by the event of force majeure.
  - c. The late performance of, or failure to perform, any agreement resulting from an event of force majeure will not be deemed to be a breach of these Terms and Conditions if the party in breach has complied strictly with this clause on force majeure.
- 17.4 New Products and Services will be provided by Techcombank at its discretion and notified to the Customers before being provided; except for cases where pursuant to the regulations of Techcombank and the law from time to time, a Customer needs to meet other additional conditions, then, Techcombank will provide the Customer with the Products and Services after the Customer meets the additional conditions.
- 17.5 Where there is any discrepancy between the content of these Terms and Conditions in Vietnamese and that in English, the Vietnamese content will prevail.

## **C. ACCOUNTS AND PAYMENT**

### **18. OPENING OF ACCOUNTS**

- 18.1 Techcombank reserves the right to request Customers to provide papers or documents for opening Accounts in compliance with the requirements of Techcombank for management and control and in accordance with law.
- 18.2 Open an online account:
- a. The Customer is responsible for the information and records declared, provided and confirmed by the Customer (including but not limited to information such as: voice, image, fingerprint, iris, documents, etc.) information declared directly on the Electronic Platform provided/managed by Techcombank or Techcombank's partners...) so that based on that information, Techcombank opens an account for the Customer via electronic channel;
  - b. Customers are not allowed to use ID papers, documents that are forged/not original/expired/valid for use; do not use the ID document scanned copy, copy, photocopy, photo taken from another device (only use the original ID document);
  - c. Techcombank has the right to temporarily lock the Customer's account if, after opening the account for the Customer, Techcombank finds that the Customer does not meet Techcombank's anti-money laundering regulations or Techcombank detects that the Customer has fraudulent or fake elements. fake pictures, documents, information... Techcombank is entitled (but has no obligation) to process incoming and outgoing payment orders during the period of temporarily locking the Customer's account, provided that the

Customer is informed of the information. information about the processing of this command. In case, within 30 days from the date of receiving the notice of temporary account lockout, if the Customer does not go to Techcombank's transaction counters to carry out customer identification procedures, Techcombank is entitled to close the Customer's account.

- d. In case of detecting risks, deviations or unusual signs between customer identification information and Customer's biometric factors, or detecting suspicious transactions in accordance with the provisions of the law on prevention, To prevent money laundering during the use of payment accounts, Techcombank has the right to refuse or suspend transactions, temporarily lock or block payment accounts and re-verify customer identification information.
- e. In case the Customer declares/confirms incorrect information and documents, leading to the fact that Techcombank is opening an account on such incorrect information, Techcombank is entitled to refuse to continue providing services to the Customer and/ or close the Customer's account at the time of detecting incorrect information.

## **19. OVERDRAFT**

Customers may use an overdraft limit in Vietnamese Dong in accordance with the agreement with Techcombank and the regulations of Techcombank on lending to Customers. The use of an overdraft limit in a foreign currency will only be implemented in accordance with law and the regulations of Techcombank from time to time.

## **20. ACCOUNT STATEMENTS**

Techcombank will provide on a monthly basis an Account statement to the email address registered by the Customer or via the e-banking system.

A Customer may also register a method and frequency of receipt of Account statements different from the standards stipulated by Techcombank; or the Customer may also request Techcombank to provide extraordinary Account statements such as Debit advice/Credit advice, certificates at the request of the tax authority etc. In this case, the Customer may be required to pay a fee according to the applicable tariff of Techcombank from time to time.

## **21. TRANSACITONS FROM ACCOUNTS**

21.1 Customers may use the available balance in an Account to conduct lawful and valid payment transactions in compliance with the law and regulations of Techcombank.

21.2 Instructions from the Account of a Customer must be made by the Authorized Person of the Customer and certified by the correct signature and seal of the Customer registered with Techcombank. When conducting a cash withdrawal transaction, the cash recipient must also present his/her identification documents in accordance with the regulations of Techcombank. Where necessary, Techcombank reserves the right to require the Lawful Representative of the Account-Holder or the Person authorized by the Lawful Representative of the Account-Holder to certify the content of the transaction documents. Upon receipt of payment instructions from the Customer, Techcombank will fully implement these instructions in accordance with the provisions of the Law and the system standards of the payment channels including but not limited to domestic payment channels (for example: bilateral payment channel, clearing channel, 247 payment channel, etc) and international payment channel (ex: Swift channel,..).

- 21.3 A Customer shall be responsible for accounting, monitoring and reconciling the Debit advice, Credit advice, or bank Account balance advice, managing the transactions on the Account and promptly notifying Techcombank if any error, mistake or anything unusual in the Account is detected or the Account is used contrary to regulations. A request for tracing or raising complaints or other requests relevant to the Account and transactions conducted from the Account must be made by the Customer in accordance with the provisions of Section 4 – Tracing & Claims. If Techcombank does not receive a request in accordance with the above-mentioned provisions, (i) the Transaction Data is deemed to be accurate, complete and authorized and is the evidence binding on the Customer; and (ii) the Customer is deemed to waive any right to make objection or require indemnification or compensation relevant to the Transaction Data against Techcombank and the Customer agrees to bear all liabilities and loss and damage incurred and to accept all consequences which may occur.
- 21.4 A Customer agrees to repay unconditionally to Techcombank any amount credited to an Account by mistake within 3 (three) working days from the time of identification of the wrong accounting entry or on receipt of a notification or request of Techcombank for repayment.
- 21.5 A Customer ensures to maintain transaction documents with Techcombank. Techcombank will only resolve complaints and tracing requests for which the Customer can present the transaction documents to Techcombank.
- 21.6 A Customer understands that the provision of Account services may be delayed and the Customer agrees to release Techcombank from all responsibilities in cases where money is not available or the Customer suffers any loss and damage resulting from an event of force majeure.
- 21.7 A Customer agrees to accept risks in cases where a payment transaction is confiscated and/or seized and/or suspended by an authorized agency or organization; or by a foreign agency or organization and/or by any country for any reason including but not limited to the reason that a party related to the transaction is in a category, country or territory subject to an embargo, crime, terrorism, terrorism financing, money laundering or in the category subject to an order of a foreign court or agency or any other reasons.

## **22. INTEREST RATES APPLIED TO ACCOUNTS**

A Customer is entitled to interest on the balance in the Account at the rate of interest for call deposits published by Techcombank from time to time applicable to each type of Accounts.

## **23. ACCOUNT BALANCE**

Techcombank guarantees the safety of the balance in the Account of the Customer and shall keep confidential information relevant to the Account and Account transactions in accordance with law.

Techcombank is entitled to stipulate a minimum balance in an Account and notify this publicly and provide specific guidelines to Customers for information.

## **24. AUTO DEDUCTION (DEBIT) FROM ACCOUNTS**

Techcombank is permitted to automatically deduct (Debit) an amount from an Account of the Customer in the following cases:

- 24.1 To collect due or overdue debts, interest and costs arising during management of the Account and provision of payment services pursuant to a prior written agreement with the Customer and any amount which falls due or payable by the Customer to Techcombank in compliance with law and the agreements in these Terms and Conditions;



- 24.2 Pursuant to the written request of a competent governmental agency for enforcement of a decision on penalty for an administrative breach, decision on judgement enforcement, decision on tax collection or for performance of other payment obligations in accordance with law;
- 24.3 To adjust transactions which are wrongly accounted for or which are accounted for not in accordance with the nature or contents of use of the Account pursuant to law and to notify the Customer for information after adjustment;
- 24.4 Upon identification that an amount is credited by mistake to the Account of a Customer or at the request for cancellation of a Credit remittance order of the transmitting bank which identifies an error against the payment order of the remitting party;
- 24.5 To make regular or periodical payments in accordance with the agreement between the Customer and Techcombank; and
- 24.6 Other cases as stipulated by law.
- 24.7 In circumstances where Techcombank deems it necessary to suspend/block an account to make automatic and sufficient deductions for the above cases, the Customer agrees that Techcombank can suspend/block the account upon its will until the full amount is collected.

## **25. AUTHORISATION FOR USE OF ACCOUNTS**

Not contrary to the provisions concerning authorization in the section regarding General Provisions, the authorization for use of an Account by a Customer is stipulated as follows:

- 25.1 The Lawful Representative of an Account Holder may authorize another person to use an Account in accordance with law and regulations of Techcombank from time to time. The use of an Account does not include the right to open a new or additional Account or to close an Account, to suspend or block an Account, to change information about an Account (except for cases where there is a document of the authorized level of the Customer permitting the authorized person to exercise such rights).
- 25.2 The authorization must be made in writing and comply with the regulations of Techcombank and the law. In any case, the Customer undertakes that all authorization documents provided by the Customer to Techcombank via (i) a person conducting transactions, and (ii) mails from the address of the head office registered by the Customer in the request form for opening of an Account, are valid authorization documents ratified or approved by the authorized level of the Customer and comply with all the internal regulations of the Customer as well as the law on authorization, and constitute a complete basis for binding the Customer to the transactions conducted by the authorized person within the scope of authorization.

## **26. LEASING OR LENDING AN ACCOUNT**

A Customer agrees not to lease or lend an Account or use an Account for any purpose including but not limited to the purpose of tax evasion, evasion of a debt payment obligation, money laundering or taking advantage of its Account for payment transactions in respect of amounts for which there is evidence on unlawful sources.

## **27. ACCOUNT BLOCK**

- 27.1 Techcombank may block the balance in an Account of a Customer wholly or partly in the following cases:
  - a. There is a written request from a competent authority in accordance with law;



- b. Techcombank detects a mistake or an error upon crediting the Account of the Customer by mistake, or pursuant to a refund request from the organisation providing the fund transferring payment service due to a mistake or an error against the payment order of the fund transferrer;
  - c. There is a written notice from one of the account holders about the arising of a dispute about the joint payment account between the joint payment account holders;
  - d. Other cases in accordance with these Terms and Conditions and the law.
- 27.2 After an Account is blocked, Techcombank shall notify the Customer in writing of the reason for, and scope of, blocking the Account and the amount blocked on the Account of the Customer.
- 27.3 During the time when an Account of a Customer is blocked, the use of the blocked Account, the blocked amount, the period of blocking, and the processing of payment orders through the Account during the blocking period shall comply with the contents of the blocking. If the Account is partly blocked, the rest of the balance may still be used as normal.
- 27.4 The amount blocked on the Account must be preserved and closely controlled in accordance with the contents of blocking.
- 27.5 The blocking of part or all of the balance in an Account of a Customer shall be terminated in the following cases:
- a. Upon expiry of the period of blocking;
  - b. There is a written request to terminate the Account block from a competent authority;
  - c. Techcombank has finished handling the error or mistake in remittance;
  - d. Techcombank has deducted a sufficient amount which the Customer is obliged to refund/pay in accordance with these Terms and Conditions; and
  - e. Other cases in accordance with these Terms and Conditions and the law.

## **28. ACCOUNT SUSPENSION**

- 28.1 Techcombank may suspend the balance in an Account wholly or partly in the following cases:
- a. There is a written request from the Customer;
  - b. Techcombank detects the Customer shows signs of using fake/non-original profile to open an account or commits fraud in opening an account (including but not limited to opening lease/opening an account). account for others to use...);
  - c. Techcombank suspects and has a basis to assess that the Customer opens an account with a suspicious purpose;
  - d. Techcombank suspects that the Customer's account has showed signs of fraudulent or fraudulent transactions;
  - e. Upon a prior written agreement between the Customer and Techcombank; and
  - f. Other cases in accordance with these Terms and Conditions.
- 28.2 The processing of outward and inward payment orders during the period of suspension shall be as requested by the Customer or in accordance with the written agreement between the Customer and Techcombank.
- 28.3 The suspended Account shall be terminated in the following cases:
- a. Upon expiry of the period of suspension as requested by the Customer;
  - b. Upon expiry of the period of suspension as agreed by the Customer and Techcombank;

- c. Techcombank has deducted a sufficient amount which the Customer is obliged to refund/pay in accordance with these Terms and Conditions;
- d. When Techcombank finishes the investigation/verification for the temporary locking of the Customer's account in cases b, c, d, Article 27.1 above;
- e. Other cases in accordance with these Terms and Conditions and the law.

## **29. ACCOUNT CLOSURE**

29.1 Techcombank reserves the right to close an Account of a Customer and revoke any cheques and/or cheque books/other valuable papers in the following cases:

- a. When the Customer requests to close the Account in writing and the Customer has fully performed its obligations related to the Account;
- b. The Customer is subject to any bankruptcy, dissolution, consolidation, merger or terminates its operations in accordance with law;
- c. The Customer is in breach of the laws or any commitment or agreement contained in these Terms and Conditions or any other term and condition specifically applicable to each specific type of Account or of other agreements or commitments (if any) between Techcombank and the Customer, including but not limited to the Customer failing to submit any document required by Techcombank to open the Account/supplement the Account file within 30 (thirty) days from the date stated in the Account opening request or any other period specified by Techcombank from time to time;
- d. An Account is inactive in accordance with these Terms and Conditions or the Account has a balance below the minimum balance for 06 (six) consecutive months. In respect of such Account, within 30 (thirty) days from the date when Techcombank gives the Customer a notification to close the inactive Account, if Techcombank does not receive any valid notification from the Customer stating that it will continue to operate the Account or the Customer does not come to Techcombank to carry out the Account closing procedures, Techcombank will close the Account as prescribed;
- e. Techcombank is required to close the Account of the Customer in order to comply with the law, especially the FATCA regulations;
- f. Techcombank reserves the right to close an Account at any time to the extent permitted by law or as required by law, especially the FATCA regulations or as a written request from a competent authority in accordance with law.
- g. Techcombank detects that the Customer uses fake/non-original profile to open an account or commits fraud in opening an account (including but not limited to opening lease/opening an account). account for others to use...);
- h. Techcombank suspects and has a basis to assess that the Customer opens an account with a suspicious purpose;
- i. Techcombank suspects and has grounds to assess that the Customer's account has generated fraudulent or fraudulent transactions;
- j. Techcombank detects that the Customer commits frauds, conceals and falsifies the Customer's biometrics during the process of opening an account by electronic means (using a photo of the face taken from the screen). phones/laptops, wearing sunglasses, masks, hats that obscure biometric elements to identify Customers, etc.).

- 29.2 The Account closure at the request of the Customer will not be carried out by Techcombank when an Account of a Customer is being blocked/suspended but has not been released in accordance with regulations or the Customer has not fulfilled its debt obligations towards Techcombank.
- 29.3 After closing an Account, the remaining balance in the Account (after deduction of charges and/or debt obligations of the Customer towards Techcombank) will be dealt with as follows:
- a. To pay as requested by the Customer or as decided by a court;
  - b. Where the Customer does not come to Techcombank to carry out the Account closure procedures:
    - Techcombank will transfer the entire credit balance in the Account (if any) to an escrow Account pending payment and will not continue to pay interest on such amount. Techcombank will pay all of the above balance when the Customer comes to Techcombank to conduct the payment procedures as prescribed by Techcombank (having deducted Techcombank charges, if any, depending on the payment requests of the Customer); or
    - Techcombank complies with a prior written agreement with the Customer in accordance with the applicable laws.
    - Techcombank will manage and handle the cases in which the Account is closed but the Customer does not come to receive the remaining balance on the Account after Techcombank has informed the Customer about the Account closing in accordance with the laws and regulations of the Bank- Techcombank from time to time
- 29.4 Techcombank has the discretion to use the number of the closed Account for other purposes as needed by Techcombank.
- 29.5 After closing an Account, all bank cards, cheques and/or cheque books/other valuable papers issued by Techcombank to the Customer for carrying out transactions through the Account will no longer be valid for use.
- 29.6 After closing an Account, if a Customer wishes to use an Account, they must carry out the same procedures for opening an Account as opening an Account for the first time as prescribed in these Terms and Conditions.

#### **D. TERM DEPOSITS**

##### **30. TERM**

- 30.1 Techcombank reserves the right to stipulate deposit terms and deposit types to be accepted from time to time in accordance with the applicable laws.
- 30.2 A Customer reserves the right to select the deposit term and the type of deposit suitable to their needs based on the regulations of Techcombank.

##### **31. INTEREST RATES**

- 31.1 Techcombank will publish the applicable interest rates. Interest rates vary depending on the currency, term and value of term deposits and are fixed for the specific term selected by a Customer.
- 31.2 Customers agree that where there are changes or extraordinary fluctuations in the management policies of the state or the regulations of the laws or the market, Techcombank may take the

initiative in adjusting deposit interest rates without justifying such changes or any confirmation of consent from Customers.

### **32. A TERM DEPOSIT RENEWAL**

In case a term deposit is to be settled by way of renewal, the deposit will be automatically extended for a new deposit term corresponding to the original deposit term and the deposit interest rate in the case of renewal will be calculated on the basis of the interest rate for such term in accordance with interest rate schedule of Techcombank effective at the time of renewal or at the interest rate sent to the Customer by Techcombank at the time of renewal. If at the time of renewal, the original term is no longer applied by Techcombank, Techcombank shall, in its discretion, apply a new extended term which is immediately below the original term; the interest rate for the renewal period will be calculated on the basis of the interest rate for such corresponding term as prescribed in interest rate schedule of Techcombank effective at the time of renewal or at the interest rate sent to the Customer by Techcombank at the time of renewal.

### **33. SETTLEMENT OF A TERM DEPOSIT PRIOR ITS MATURITY DATE**

32.1. The Customer is allowed to pay (finalize) a part of the deposit or the entire deposit before maturity, depending on the regulations of each Product and the agreement between Techcombank and the Customer

32.2. In case the customer settles the entire deposit before the due date: The customer enjoys interest at the lowest demand interest rate according to the type of customer and/or the currency deposited at the time of early withdrawal. In case of prepayment / periodic interest payment, the Customer must repay the entire term interest that the Customer has enjoyed and this amount will be deducted from the principal amount at the time of early withdrawal by the Customer.

32.3. In case the customer partially settles the deposit before the due date:

- a. For deposits withdrawn before maturity, the Customer receive interest at the lowest demand interest rate according to the type of customer and/or the currency deposited at the time of early withdrawal. In case of prepayment / periodic interest payment, the Customer must repay the entire term interest that the Customer has enjoyed on the prematurely withdrawn deposit and this amount will be deducted from the Customer's principal amount. early withdrawal
- b. For the remaining deposit, the Customer receive interest at the current term interest rate applicable to the initial deposit.

### **34. INFORMATION AMENDMENT RELATING TO ACCOUNT FOR RECEIVING THE PRINCIPAL AND INTEREST**

When a Customer wants to amend any information relating to the account for receiving the principal and interest as the current Account of the Customer initially registered for receiving the principal and interest has been blocked, closed, suspended, altered in respect of its status or for any other reason, the Customer must notify Techcombank thereof and amend the information of the current Account for receiving payment of the principal and interest.

When the Customer and Techcombank fail to agree, or have not reached an agreement, on amendment of the information of the current Account for receiving payment of the principal and interest, Techcombank understands that the transfer of payment of the principal and interest will be made to the initially designated Account of the Customer; if the Account of the Customer has been closed, payment

of the principal and interest will be transferred to an escrow account of Techcombank and the customer will not be entitled to any interest on this account.

### **35. OBTAINING INFORMATION ON A TERM DEPOSIT**

When a Customer wants to obtain information on a term deposit, they can do so at a transaction counter of Techcombank or through other methods prescribed by Techcombank from time to time.

### **36. CUSTOMER BEING A NON-RESIDENT**

For a Customer being a non-resident, they agree that a deposit term may not be longer than the remaining validity period of their information verification document (including incorporation decision or licence for operation or enterprise registration certificate or business registration certificate or other equivalent documents in accordance with law).

## **E. ELECTRONIC PLATFORM**

### **37. INSTRUCTIONS FOR USE OF PRODUCTS AND SERVICES**

Customers must strictly implement the instructions for use of Products and Services on the Electronic Platform provided and published by Techcombank on the website [www.techcombank.com.vn](http://www.techcombank.com.vn), and Techcombank reserves the right to disclaim any responsibility in a case where any Customer does not use Products and Services in strict compliance with the guidelines and recommendations of Techcombank, leading to failure to perform the Products and Services or giving rise to risks relating to leakage of confidential information, misuse of the Account of Customers, loss and damage, and so forth. Customers agree with any amendment of the instructions for use of Products and Services provided and published by Techcombank on the website [www.techcombank.com.vn](http://www.techcombank.com.vn) without further notification.

### **38. SECURITY MEASURES**

Customers agree to implement and maintain all reasonable security processes and measures (including the security processes and measures stated in instructions for use of Techcombank) in order to protect their information technology system; ensure that the Electronic Platform(s) or Access Information is not used or accessed illegally, and that any system or document which is accessible through any Electronic Platform is not accessed illegally, changed, destroyed, damaged or lost.

### **39. SUPPORT AND INFORMATION**

Customers agree to provide Techcombank with all reasonable support and information as may be requested by Techcombank from time to time so that Techcombank can conduct security checks of any Electronic Platform which Techcombank deems necessary.

### **40. INSTRUCTIONS GIVEN BY ELECTRONIC MEANS**

40.1 Any Instruction of a Customer given by electronic means via an Electronic Platform shall be deemed to have been processed and binding upon the Customer when:

- a. The Customer properly logs on to the Electronic Platform of Techcombank;
- b. The Customer strictly implements the process stipulated and guided by Techcombank;
- c. The Instruction contains all contents required by regulations of Techcombank and the law on accounting source documents;
- d. The available balance in the Account of Customers is sufficient to process the Instruction;
- e. The Instruction is within the registered limit (applicable to Instructions for which a limit has been registered);
- f. The Customer uses the correct e-signature of the Authorized Person of the Customer in accordance with regulations of Techcombank;

- g. Techcombank receives all valid supporting documents without requiring any additional explanation to conduct accounting of the transaction (applicable to Instructions for which supporting documents are required by law and Techcombank);

Techcombank is not responsible for any loss and damage arising for the reason that the transaction is delayed or cannot be performed if the Instruction of the Customer does not satisfy any of the conditions stated above.

40.2 Customers acknowledge and accept the following risks of giving Instructions by electronic means:

- a. An error occurs when transmitting any Instruction;
- b. An Instruction is processed by a person not lawfully authorized/not having the authority to do so;
- c. An Instruction is processed more than once if it is given in different forms;
- d. Information sent by email or any other electronic means (including on, by or through any Electronic Platform) contains Malware;
- e. Any information in an Instruction is revealed, delayed or lost while transmitting or subject to any other interference;
- f. Any other risk stated in Clause 40 – Risks and exemption of responsibilities.

#### **41. RISKS AND EXEMPTION OF RESPONSIBILITIES**

41.1 Customers accept risks of interruption of transactions in the case of maintenance, upgrade of the system or as a result of use of services in the regions or territories in which the Government of Vietnam restricts or prohibits access to the Internet or for any other reason.

41.2 Customers are fully aware of the risks which they may encounter when using the Products and Services, undertake that e-documents prepared by them are in strict compliance with regulations, and are responsible for any loss and damage arising as a result of the fact that an e-signature is revealed unintentionally or intentionally, or the confidentiality of information exchange via the electronic means is not guaranteed, leading to misuse by a wrongdoer or virus infection in, or unauthorized access to, the computer system.

41.3 Customers shall send a notification to Techcombank by the quickest method when a Security Device is stolen or misplaced, when an unauthorized access is identified or suspected; or a password is suspected to be revealed. Customers agree to accept all risks arising (if any) when their Security Device is lost/misplaced. If Customers have the need to continue to use the Products and Services, they must contact Techcombank to re-register.

41.4 Customers agree that in order to facilitate the performance of transactions on their Electronic Platforms, Techcombank will provide the services which enable Customers to make requests relating to their Accounts (for example, tracing, re-setting up the password, locking the User, and so forth) via the call center of Techcombank. Customers accept any risks arising from such services including the case where a wrongdoer misuses the phone and/or information of a Customer to make requests relating to such Account of Customers via the call center of Techcombank.

41.5 Techcombank is released from any responsibilities when any of the risks stated above occurs.

41.6 Techcombank will ensure that the Electronic Platform operates stably and securely and complies with law (except for force majeure cases and faults of Customers). Where the system

encounters an error, Techcombank shall notify Customers thereof via appropriate channels such as website, application interface, message or email, as the case may be (except in cases of force majeure).

**42. USERS**

Customers may request granting of the right to access the relevant Electronic Platform to persons acting on their behalf. Customers ensure that all the persons whose names are provided to Techcombank for granting of the access right are validly authorized to use the relevant Electronic Platform, and to give Instructions on their behalf in compliance with these Terms and Conditions. All actions taken by users via any Electronic Platform, including giving Instructions, shall be binding on the Customers.

-----ooo0ooo-----



**APPENDIX 01: INTERPRETATION OF TERMS**

**Account:** means a current Account of a Customer denominated in Vietnamese dong or foreign currency which is opened at Techcombank for the purpose of processing of payment transactions and using Account services provided by Techcombank.

**Account Services:** means the services of providing payment methods, implementing payment services by cheques, payment orders, authorized payment orders, collection and authorized collection orders, fund transfer, authorized payment and collection and other appropriate added services provided by Techcombank which Customers register to use on their Accounts.

**Access Information:** means user names, passwords, Security Devices, PINs and/or other security devices or information; and information or procedural guidelines or documents in any form and on any means which are provided to/selected by Customers or their Users, from time to time, to enable Customers or their Users to access or use Products or Services.

**Authorized Persons of a Customer** comprise the following individuals:

- Lawful Representative of the Account Holder or person lawfully authorized by the Lawful Representative of the Account Holder;
- Chief Accountant/Person in charge of Accounting or person lawfully authorized by the Chief Accountant/Person in charge of Accounting (in the case of organizations in which there must be a Chief Accountant/Person in charge of Accounting as required by law);
- Other individuals who jointly sign Instructions of the Customer and whose specimen signatures are registered by the Customer with the Bank.

**Available Balance:** means an amount of money available in the Account which a Customer may use to process transactions from the Account. Available Balance comprises the amount of money available in the Account and the overdraft limit of the Account (if any) after deduction of: (i) the Minimum Balance, (ii) amounts suspended or blocked, and (iii) other fees and financial obligations owed by the Customer to Techcombank.

**Bank/Techcombank:** means Vietnam Technological and Commercial Joint Stock Bank.

**Beneficial Owner** is construed as

- An individual who actually owns an Account or a transaction: the Lawful Representative of an Account Holder or any person who controls the beneficial activities of such Account or transaction;
- An individual who has the controlling right in respect of a legal entity: an individual who directly or indirectly holds 25% or more of the charter capital of such legal entity; the owner of a private enterprise; any other individual who actually controls such legal entity;
- An individual who has the controlling right in respect of an investment entrustment or authorization agreement: is referred to as the individual trustee or principal; the individual having the controlling right in respect of an individual, legal entity or institutional trustee or principal.

**Customer:** means an organization using the Products and Services provided by Techcombank.

**Electronic Platform:** means a website, platform, network or application through which a Product and Service is provided to Customers or operated by Customers, by electronic means.

**Entities governed by FATCA:** Comprising:

- United States organizations means:
  - o Organizations which are established and operate in the United States; or

- Organizations operating subject to the governance of the laws of the United States: organizations which are established and operated in a country other than the United States but have a branch or subsidiary company operating in the United States;
- Beneficial owners of Customers who are American.

**FATCA:** means the Foreign Account Tax Compliance Act issued by the United States.

**Fee:** means any fee payable by a Customer as set out in the fee tariff published and publicly displayed by Techcombank from time to time or agreed by the Customer and Techcombank.

**Inactive Account:** means an Account on which there is no transaction for 06 (six) or more consecutive months. Account transactions do not include transactions of automatic fee collection or interest payment or any other transaction automatically arising from the systems of Techcombank.

**Instruction:** means any request given by a Customer in any form relating to a Product and Service, including, but not limited to, debit or credit to any Account, all transactions generally relating to any Product and Service, excluding any notification of provision, change or supplement of information of the Customer.

**Lawful Representative of Account Holder:** means the legal representative or authorized representative of an Account Holder pursuant to a letter of appointment of the Lawful Representative of the Account Holder from the authorized level of a Customer for the purpose of performing transactions relating to the Account on behalf of the organization within the scope of representation.

**Malware:** means all forms of malware, including but not limited to, computer virus, computer worm, logic software, bomb, trojan horse or any other similar program.

**Minimum Balance:** means the minimum amount stipulated by Techcombank in each period (if any) which a Customer must maintain in the Account.

**Product and Service:** means one or more or all products and services currently or in the future provided by Techcombank, including but not limited to, the opening, maintenance and closing of current accounts of Customers, term deposits, E-banking services, foreign currency trading and other products and services provided by Techcombank from time to time.

**Security Device:** means any passcode card or equivalent device which may create a digit/a sequence of digits to be used with the corresponding PIN of a Customer or a User with a view to setting up a password which enables logon to the Electronic Platform(s).

**Signature of Customers:** means the wet-ink signature or e-signature, including the access to the Electronic Platform system by using Access Information for User identification (in the case of the electronic transaction method), of any individual authorized to sign documents and materials and registered by the Customer with Techcombank.

**Transaction Data:** means information (in the form of symbols, letters, numbers, images, sounds or similar forms) about activities or the information relating to Accounts and/or Instructions of Customers.

**Transaction Person:** means the Lawful Representative of an Account Holder, any person authorized to use an Account, and any individual whose details have been provided in the Request for opening an Account in the following section: Person receiving Account statements, value added tax invoices and/or delivering and receiving transaction documents at Techcombank, or any individual authorized in writing by the lawful representative of a Customer to deliver to and receive from Techcombank the Account application files, contracts, agreements and transaction documents relating to the Account and Services of the Customer for the purpose of implementing transactions, comprising: the application file to open the Account, the application file to change the details of the Account, the application file to close the Account, authorized

payment orders, transfer orders, tracing, credit contracts/deposits/foreign currency trading, account statements which are concurrently invoices, the application file to register use of E-banking services (new registration, change of service information and so forth).

**Third Party Provider:** means any independent contractor, agent, broker or any other person (including any intermediary bank, correspondent bank or partner bank), or any group, association or partnership including such independent contractor, agent, broker or other person, appointed to provide any services (including managerial services, telecom services, information technology services, payment services, intermediary payment services, securities payment services, credit investigation services or debt collection services) or products to or on behalf of any member of Techcombank.

**United States indicia:** means that a Customer or Beneficial Owner has one (or more) following characteristics:

- Being a United States citizen or person permanently residing lawfully in the United States (having a permanent residence card issued by the United States or having resided in the United States for at least 31 days in the current year and 183 days in the last three years, including the current year and two preceding years);
- Their birthplace is in the United States;
- Having a United States telephone number;
- The residential address or contact address is in the United States (including a post office box in the United States);
- Transfer orders being sent consistently and regularly to an account maintained in the territory of the United States, or instructions being regularly received from an address in the United States;
- The "in care of" address or the "hold mail" address is in the United States and is the unique address of the Customer;

**Working Day:** means from 8:00 am to 5:00 pm (or such other period as stipulated by Techcombank) on the day on which Techcombank opens and operates normally, excluding holidays stipulated by Techcombank and by law from time to time.

**Personal data processing:** is one or more activities affecting personal data, such as: collection, recording, analysis, confirmation, storage, correction, disclosure, association, access, access export, recover, encrypt, decrypt, copy, share, transmit, provide, transfer, delete, destroy personal data or other related actions.

**APPENDIX 02: PARTICULAR TERMS ON USE OF ACCOUNTS**

1. Additional terms when opening, managing and using a specialized securities Account:
  - 1.1 The Customer shall open and use a specialized securities Account distinctly and separately from their other Accounts;
  - 1.2 The Customer shall manage by themselves securities trading deposits of securities investors on a specialized securities Account in strict accordance with applicable law;
  - 1.3 Use of a specialized securities Account: The Customer may only use a specialized securities Account for performing transactions of securities investors, comprising:
    - Securities investors deposit or transfer money to the securities trading account;
    - Securities investors withdraw or transfer money from the securities trading account;
    - Securities investors make payment for securities transactions;
    - Securities investors make a deposit for a transaction, or for auction, of securities;
    - Securities investors make payment for exercise of the right to purchase securities;
    - Other cases of payment by Securities investors at their request and in compliance with law.
2. Additional terms when opening, managing and using a specialized Account for funds for maintenance of apartment buildings of Apartment building investors:
  - 2.1 The Customer shall open, use and manage a specialized Account for funds for maintenance of apartment buildings together with its other Accounts and open a separate Account for 01 (one) apartment building;
  - 2.2 The Customer shall manage deposits of funds for maintenance of apartment buildings paid by purchasers, hire-purchasers of apartments or any other area in any apartment building to the specialized Account for funds for maintenance of apartment buildings in accordance with applicable law;
  - 2.3 Use of the specialized Account for funds for maintenance of apartment buildings: The Customer shall only keep funds for maintenance until such funds are handed over to the apartment building management committee and must not use such funds; therefore, during the period from the date of opening the Account to the date of handover to the apartment building management committee, such Account shall be blocked/suspended and shall only receive deposits and shall not make any withdrawal/transfer.
3. Additional terms when opening, managing and using Accounts which apply a regime where there are multiple Lawful Representatives of an Account Holder and these Lawful Representatives of the Account Holder have equal rights, and only one of those Lawful Representatives of the Account Holder is required to sign documents:
  - 3.1 Techcombank shall process transaction instructions of the Customer in the priority order of time which is determined by recording the time of actual receipt of transaction instructions by Techcombank, specifically as follows:
    - If the transaction is processed by facsimile, it shall be the time when the facsimile comes as stated in the facsimile received from the facsimile machine of Techcombank;
    - If the transaction is processed by email, it shall be the time when the email comes as recorded on the email system of Techcombank;

- If the transaction is processed at a transaction counter, it shall be the time when official of Techcombank records the receiving time (by hour and minute) on the transaction instruction of the Customer.
- 3.2 In case Techcombank receives at the same time different transaction instructions which are signed by different Lawful Representatives of an Account Holder or which are signed by the same person but contain different contents of instruction regarding the same transaction, Techcombank reserves the right to suspend processing of the transaction and, at the same time, immediately notify the Customer thereof and request the Customer to consider and confirm which transaction instruction should be processed by Techcombank. The principle for processing instructions in the priority order of time of receipt of instructions by Techcombank shall continue to apply to confirmations from the Customer. If the Customer does not confirm to Techcombank or keeps sending to Techcombank contradictory instructions at the same time, Techcombank is entitled to continue not to process such instructions until the Customer provides a confirmation requesting Techcombank to process one single instruction. In such case, Techcombank is not liable for any delay or consequence potentially occurring to the Customer in any form.
- 3.3 In case the Customer conducts transactions at multiple branches which causes Techcombank to be unable to determine the priority order for processing of transaction instructions of the Customer, Techcombank shall be released from responsibilities when any conflict, overlap or any issue arises in connection with the instructions of the Customer.
4. Additional terms when opening, managing and using the Assurance Account of the Payment Intermediary Service Provider:
- 4.1. Customers are responsible for opening and managing a payment guarantee account at Techcombank to serve the performance of transactions in accordance with Techcombank's regulations and applicable laws.
- 4.2. The payment guarantee account for the e-wallet service must not be used in conjunction with the payment guarantee account for the collection and payment support service (if any) and must be separate from other payment accounts of the bank. Customers open at Techcombank
- 4.3. The Customer must ensure that the balance on the Payment Guarantee Account is maintained not less than the total amount received by the Customer's service user without making payment to the payment acceptor (for collection and payment support services) or the total balance of all E-Wallets of the Customer using the service (for E-wallet services) at the same time and complying with the legal regulations. laws from time to time
- 4.4. Customers can only use the E-wallet payment guarantee account for the following transactions:
- a. Pay to the payment account or debit card of the payment acceptor at the bank;
  - b. Refund to the payment account or debit card of the Owner of the E-Wallet Hereinafter referred to as "the owner of the E-Wallet" in the following cases:
    - E-Wallet Owner withdraws money from E-Wallet to payment account or debit card of E-Wallet Owner;

- E-wallet owners no longer need to use e-wallets;
  - Customer terminates the provision of e-wallet services to e-wallet owners;
  - Customer terminates operation, has its License revoked, dissolves or goes bankrupt in accordance with law;
- c. Payment to payment accounts of public service providers in case the e-wallet holder uses the e-wallet to pay, pay fees and charges for lawful public services in accordance with the law. ;
- d. Transfer to other accounts that guarantee payment for other e-wallet services opened by the same e-wallet service provider.

**4.5.** Customers are responsible for providing information related to KYC policies for E-Wallet owners, anti-money laundering, anti-terrorist financing; Customer's data and information for Techcombank includes but is not limited to information and data related to payment transactions of partners through the e-wallet system provided by the Customer. The way in which information and data are exchanged will be agreed upon by the parties and may be changed from time to time. The Customer ensures that this information and data is shared in accordance with the provisions of law, the Customer's internal policies/regulations/processes, and agreements with partners or other Third Parties ( if).

**4.6.** Techcombank is exempt from all liability for Customer's disputes, claims and claims related to the management and use of funds on Customer's payment security account, as well as liability related to a transaction specific E-Wallet transaction of the E-Wallet Owner.