

Code: PL01-QĐ1.SPHĐ/01 Effective date: 05/07/2019 Issue/ Revision No.: 01/00

## APPENDIX 01: REGULATION ON TERM DEPOSIT TRANSACTIONS FOR INDIVIDUAL CUSTOMERS AT TECHCOMBANK

(Listed at the Bank's transaction service outlets & website)

## 1. Principles of term deposit transactions

- **1.1.** Currencies for term deposit: Announced by Techcombank at the time for each product/service
- 1.2. Currency for payment of principal and interest is the currency that the customer has deposited
- 1.3. The deposit term is made according to the agreement between Techcombank and the Customer. For Customer being a foreign individual, the deposit term must not be longer than the remaining validity period of the Information Verification Papers specified as visas or other documents determining the duration of the residence permit in Vietnam issued by a competent Vietnamese agency with a valid effective time.
- **1.4.** Principles of determining the effective date and maturity date of term deposit

The principle of determining the effective date and maturity date of a term deposit is regulated by Techcombank at the time. The method of determination is specified as below or specified separately at Techcombank's term deposit offerings, but it is guaranteed not to violate the rules of determining effective date/end date as prescribed by the State Bank and the Law.

## 1.4.1. Determining the effective date

- a. At the first period: The effective date of the term deposit is the opening date of the Deposit, unless the Customer opens the Term Deposit via FIB/FMB/Techcombank Mobile at one of the following times the the effective date is the first following working day after the date of registration for opening Term Deposit:
  - From 17h to 24h, Monday to Friday.
  - From 12h to 24h, Saturday.
  - From 0h to 24h on weekends, public holidays and New Year holidays according to TCB's regulations and laws.
- b. At the rollover period: The effective date of the revolving period is the maturity date of the term deposit of the previous period.

### 1.4.2. Determining the maturity date

- a. At the first period: maturity date is determined by the effective date plus the deposit term and
  - If the month ends without a date corresponding to the date specified above, the maturity date is the last day of that month.
  - If the maturity date determined as above falls on a holiday as prescribed by TCB and the law at the time of opening the term deposit, the maturity date is the first working day after that holiday

### b. At the rollover period:

- For weekly tenor deposits: the maturity date is determined by the maturity date of the preceding period plus the deposit ten.
- With monthly term deposits: the maturity date is always determined to be the date corresponding to the maturity date of the preceding period. If the month ends with no corresponding date, the maturity date is the last day of that month.

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## 2. Procedure for making a term deposit at Techcombank's branches

## **2.1.** Procedure for receiving term deposit

- a. Depositor must present personal identification documents; regarding joint term deposit, all joint depositors must present their personal identification documents.
- b. In case term deposit is made through representative, the representative must present his personal identification documents and document verifying representative status and depositor's personal identification document.
- c. Depositor must register sample signature at Techcombank in case of changing sample signature or not having sample signature.
- d. Techcombank checks and compares the depositor's/legal representative's information and conducts Know Your Customer (KYC) procedures under the Process for KYC and transaction supervision AMLOCK. The Branch must carry out the procedures for receiving the term deposit and signing a term deposit contract/agreement with the depositor. Hand over an original of the term deposit contract/agreement to the Customer.

## 3. Procedure for term deposit settlement at Techcombank's branches

- **3.1.** Procedure for term deposit withdrawal: When withdrawing principal and interest of term deposit, the depositor must implement the following procedures:
  - a. Present term deposit contract/agreement (if any).
  - b. Present personal identification document of depositor, of all joint depositors (in case of joint term deposit). In case term deposit is paid via the representative, the representative must present documents verifying representative status and personal identification document.
  - c. Submit request on term deposit settlement with signature, which is the same as the sample signature registered at Techcombank.
  - d. Depositor implements other procedures regulated by Techcombank (if any).
  - e. Techcombank compares the depositor's information and signature on the request for term deposit settlement to ensure perfect match with information saved at Techcombank.
  - f. After completing the procedure, the business unit pays the full principal and interest of the term deposit to the depositor as regulated by Techcombank.

#### **3.2.** Premature withdrawal of term deposit:

a. The Depositor can make a premature withdrawal for the term deposit if having an agreement with Techcombank on premature withdrawal or if Techcombank's term deposit product features allow premature withdrawal.

### 4. Interest rate and fees for term deposit transactions

### **4.1.** Term deposit interest rate

a. Term deposit interest rate must be regulated by Techcombank for each term deposit product type in line with market interest rate ensure the business efficiency and operational safety of Techcombank and at the same time comply with the interest rates issued by the State Bank at the time.

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In which, the applicable interest rates in the cases of premature withdrawal of principal and/or intime withdrawal of principal shall be as follows:

- In case the customer withdraws the entire deposit before the maturity date: The interest rate shall be as prescribed by the State Bank and Techcombank at the time; up to the lowest interest rate on demand deposits issued by Techcombank at the time of premature deposit payment.
- In case the customer withdraws a part of the deposit before maturity: For the part of the money withdrawn before the maturity date, The interest rate shall be as prescribed by the State Bank and Techcombank at the time; up to the lowest interest rate on demand deposits issued by Techcombank at the time of premature deposit payment. The remaining principal deposit is subject to the agreed-upon interest rate of the deposit that the customer has partially withdrawn before maturity.
- b. In case the State's management policies and legal provisions or the market have any change, unusual fluctuation or due to the characteristics of the Deposit Product with the applicable floating interest rate, Techcombank may adjust its deposit interest rate.
- **4.2.** Term deposit transaction fee: under the fees issued by Techcombank at the time.
- 5. Interest calculation method
- **5.1.** Interest calculation factor
- 5.1.1. Interest calculation term: is the entire period agreed upon by Techcombank and customers to calculate the interest amount of a deposit at Techcombank. The interest calculation period is calculated from the effective date of the deposit to the maturity date in case the deposit is maintained until the maturity date or to the date the customer makes premature withdrawal in case the deposit is settled before maturity date.
- 5.1.2. Actual deposit balance: is the balance at the end of interest calculation day of the deposit that Techcombank must pay to the depositor, and used for interest calculation according to agreement between Techcombank and the customer.
- 5.1.3. The number of days of actual deposit maintained: is the number of days that the actual end-of-day deposit balance is unchanged.
- 5.1.4. Interest rate for interest calculation: is calculated as per the percentage/year according to the provisions in Article 12 of this regulation.
- **5.2.** Interest calculation formula

The interest amount of each interest calculation period is determined on the basis of 1 year with 365 days according to the following formula:

- 5.2.1. The interest of each interest calculation tenor shall be determined as follows:
- 5.2.2. The interest of one day is calculated as follows:

Interest per day = Actual deposit balance x interest rate for interest calculation

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5.2.3. The interest of interest rate tenor is equal to (=) total the interest per day of all days of the interest rate tenor.

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5.2.4. For deposit with the period of maintenance of actual balance which has one (01) day more than the normal interest rate tenor, the following shortened formula for interest calculation is used:

 $\sum (actual\ deposit\ balance\ x\ the\ number\ of\ maintenance\ of\ the\ actual\ deposit} \\ balance\ x\ interest\ rate\ for\ interest\ calculation)$ 

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- 6. Methods of making inquiries on term deposits
- **6.1.** Depositor can query deposit information at transaction points of Techcombank or on digital platforms of Techcombank (Mobile Banking app, Internet Banking Services...) or Customer Service Center (Contact Center).
- 6.2. Upon changes of term deposits (including Notice on interest rate adjustment, ...), Techcombank shall inform customers via digital platforms (e-document, email, telegraphic, fax, SMS or equivalent methods) binding with depositor. Depositor takes responsibility for establishing and maintaining contact information (address, phone number, email address etc.) to receive notices from Techcombank and timely informing Techcombank any changes of contact information.
- 7. Handling of crumpled, crushed, torn and lost term deposit contract/agreement
- **7.1.** In case term deposit contract/agreement is crumpled, crushed or torn:
  - a. If term deposit contract/agreement is crumpled, worn or torn but still maintain term deposit information (depositing date, amount, interest rate) and signature of legal representative of Techcombank, Techcombank officer shall allow customer to settle his term deposit as usual.
  - b. If term deposit contract/agreement is crumpled, worn or torn and unable to see term deposit information (depositing date, amount, tenor, and interest rate) and signature of CEO, Techcombank officers shall resolve as the case of customer's term deposit agreement/contract loss.
- **7.2.** In case of loss of term deposit contract/ agreement:
  - a. The Customer notifies TCB of such loss of term deposit contract/ agreement
  - b. Business Unit requires customer to provide identity documents as regulated by Techcombank.
  - c. Business Unit compares the information provided by customer and the information on the system and customer in presence, notify the customer of the fact that Techcombank does not reissue term deposit contract/ agreement. Upon Customer's request, the Branch may provide the customer with a Confirmation of deposit balance instead of the lost term deposit contract/agreement.
  - d. The Branch performs the term deposit transaction based on the Confirmation of deposit balance for the customer.

### 8. Other provisions

- **8.1.** Techcombank acknowledges the validity of written ownership transfer prepared outside of Techcombank after Customer completes the procedures for confirming the transfer of term deposit ownership at Techcombank.
- **8.2.** Techcombank bears no responsibility for having implemented the actions under the instructions in the power of attorney in accordance with the Law or while it has not received information from the competent authority or a third party that the depositor is dead.

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