

## **TERMS AND CONDITIONS OF FAMILY BANKING SERVICES – TCB FAMILY BANKING**

### **I. Subjects of application**

Applicable to individual customers who meet the conditions to participate in Family Banking Services according to Techcombank's regulations.

### **II. Glossary**

1. Bank/ Techcombank: is the Joint Stock Commercial Bank for Technology and Trade of Vietnam (TCB).
2. Family Banking – TCB Family Banking: It is a collection of banking products and services designed by TCB specifically for individual customers in the same family. When participating in Family Banking Services, customers will be able to apply separate product and service policies with a lot of preeminent benefits and utilities of Family Banking Services according to TCB's regulations from time to time.
3. Family: Includes primary and secondary members. Each family consists of at least 02 (two) members and a maximum of 04 (four) members. At a time, each member can only join 01 (one) Family at TCB.
4. Main member: The first person of a family to register/initiate the Family Banking Service. The main member must be at least 18 years old and have full civil act capacity as prescribed by law, have successfully registered for TCB's e-banking service
5. Sub-member: Being the ith member or higher who has successfully registered for TCB's e-banking service and participated in Family Banking Services. Secondary members who have a relationship with the Main Member include biological parent, spouse's parent, spouse, biological child/daughter-in-law/son-in-law/legally adopted child.
6. AUM (Asset Under Management): The total value of assets of individual customers at Techcombank according to TCB's regulations from time to time.
7. Family AUM: The total AUM of members of 01 (one) Family.

### **III. Register for services and use Family Banking Services**

#### **1. Register for Family Banking Services:**

- a) The primary member agrees to the Family Banking Terms and Conditions prior to initiating the Family Banking Service.
- b) The primary member is entitled to apply for additional sub-members to the Family Banking Services when the sub-member agrees to participate in and agrees to the Family Banking Terms and Conditions.
- c) The Secondary Member is entitled to enroll in the Family Banking Services with the consent of the Primary Member or refuse to participate in the Family Banking Services at the request of the Primary Member.
- d) Family Banking service is determined to be effective when there are at least 02 (two) members (including 01 main member and 01 sub-member) and a maximum of 04 (four) members.

- e) All procedures for registering to use Family Banking Services will be updated on Techcombank's official website at each specific time

**2. Establishing Family Relationships in Family Banking Services:**

- a) Family Banking service is applicable to customers who have a direct relationship with the Main Member including biological parents, parents of spouses, spouses, biological children/daughters-in-law/sons-in-law/legally adopted children.
- b) Change of established family relationship: Up to 03 (three) times/member/family.

**3. Using Family Banking Services:**

- a) The customer agrees to allow TCB to use the data that the customer has provided to the bank during the process of opening and using the payment account and other products and services of TCB to serve the purposes of processing information data according to these Terms and Conditions, and the Data Privacy and Privacy Notice attached and published at Techcombank's counter and website.
- b) When participating in Family Banking Services, the customer agrees to allow TCB to use the customer's AUM data to calculate the Family AUM and the Family AUM value will be shared and visible to all Family members.
- c) Total family AUM or total family assets are the average total assets of members in the last 3 (three) months, including all balances, accumulated or investment accounts owned by family members at Techcombank, including:
  - Billing account
  - Deposits (savings deposits, term deposits, certificates of deposit)
  - Bonds and fund certificates at Techcom Securities
- d) When participating in Family Banking Services, customers agree to join TCB Priority/TCB Private membership when they meet the conditions according to TCB's regulations from the previous period. Customers agree to the terms and conditions of TCB Priority/Private membership which are attached and published at Techcombank's counters and websites from time to time.

**4. Regulations on the removal of family members**

- a) The main member is the only person who is allowed to remove a member from the family group, the deletion rules are applied according to Techcombank's regulations from time to time.
- b) In the event that a Secondary Member requests to leave Family Banking Services, the Secondary Member's withdrawal from Family Banking Services must be agreed by the Primary Member by removing the secondary member from the Family Group. Upon leaving the Family Banking Services, the member no longer has access to and is entitled to share any of the Family Banking information.
- c) Termination of benefits and incentives for customers who are removed from Family Banking Services:
  - Customers (Sub-members) after being removed from the Family Group/actively leaving the Family Group, will not be entitled to member benefits and incentives by default using Family Banking Services.

- After being removed from Family Banking Services, customers will not be entitled to benefits and incentives for members using Family Banking Services communal houses. Accordingly, TCB will stop applying preferential and promotional programs; Adjust fees; Suspension/suspension of the provision of products/services; Change other benefits Customers use Family Banking Services according to TCB's regulations from time to time; De-identification of TCB Private/Priority/Inspire members according to family AUM conditions.
- d) Customers are responsible for fully paying fees, interest rates according to the fee schedule, and other financial obligations (if any) as prescribed of TCB applies to ordinary individual customers. Customers are responsible for paying all financial obligations (loans, fees, etc) to TCB for products and services that customers have used/spent/paid for before the time TCB stopped providing products and services for customers.
- e) The primary member and sub-members understand that when a sub-member is removed from the Family Group, access to the Family Rewards program offer screen of Family Banking Services may not be removed immediately at that time but not more than 1 business day from the time the primary member is removed from the sub-member work.

#### **IV. Regulations on benefits and incentives for customers participating in Family Banking Services**

##### **1. Benefits of participating in Family Banking Services:**

- a) When the Family Banking Service is successfully initiated with a minimum of 02 (two) members, customers will have the opportunity to receive the corresponding preferential packages and privileges according to the Techcombank Membership program specified from time to time.
- b) If AUM Family meets the conditions for customer identification criteria under the Techcombank Membership program, customers can become TCB Inspire/ Priority/Private members and enjoy incentives and privileges according to the corresponding classification. Incentives and privileges are implemented according to the Techcombank Membership program stipulated from time to time.
- c) In addition to the privileges under the Family Rewards program of Family Banking Services specified in these Terms and Conditions, customers are also entitled to incentives under the Loyalty Program at Techcombank (Techcombank Rewards) from time to time.
- d) Family Rewards of Family Banking Service are assigned to the Primary Member's loyalty account.

At the time of initiating a Family as a Primary Member or joining a Family as a Secondary Member, if the customer does not have a loyalty account, this account will be established, provided that the customer meets the requirements of the loyalty program prescribed by Techcombank from time to time.

- e) Customers of Family Banking can use the reward points from the Loyalty Program at Techcombank to transfer/donate to other members of the same Family Group according to

Techcombank's regulations/instructions from time to time. At that time, Techcombank understands that the member who receives the points will become the legal owner of the goods and services used for promotion converted from the Transfer/Gift Points of the Program from the time the Customer completes the procedures for transferring/donating points according to Techcombank's relevant regulations. Customers transfer/donate points and customers receive transfer/donate points for confirmation and commitment:

- Exempt TCB from all responsibilities and obligations arising from this transaction.
- Compensate Techcombank for all damages arising from the transfer/donation of points.
- Customers who transfer/donate points or receive points/donate points under this Regulation may have to pay irregular income tax, fees and charges (if any) in accordance with current laws. In case of irregular income tax, the Customer agrees that Techcombank will deduct the irregular income tax, fees and charges (if any) as prescribed by law on the value of the promotion that the customer has received and pay it on behalf of the customer to the competent authority in accordance with the provisions of law.

## **2. Termination of benefits and incentives for customers participating in Family Banking Services:**

a) TCB has the right to terminate the benefits and preferences of Family Banking Services in the following cases:

- The main member incorrectly declares the relationship between members participating in the Family Banking Service.
- Members do not fully meet the conditions of the Loyalty Program at Techcombank from time to time.
- Members do not fully meet the conditions of the TCB Membership Program from time to time.

b) Upon termination of Family Banking Services, customers will not be entitled to benefits and incentives for members using Family Banking Services, whereby, TCB has the right to change, adjust and terminate the benefits, incentives, products and services provided to customers including but not limited to: Stop applying incentives and promotions; Interest rate adjustment; Adjust fees; Suspension/suspension of the provision of products/services; Change other benefits Customers use Family Banking Services according to TCB's regulations from time to time; De-identification of TCB Private/Priority/Inspire members according to family AUM conditions. In case the Customer continues to use products and services and is agreed by TCB, the Customer is responsible for fully paying the fees, interest rates according to the fee schedule, and other financial obligations (if any) according to TCB's regulations applicable to ordinary individual customers. Customers are responsible for paying all financial obligations (loans, fees, etc.) to TCB for products and services that customers have used/spent/paid for before the time TCB stops providing products and services to customers.

c) Upon termination of benefits due to the suspension of Family Banking Services, depending on TCB's regulations from time to time, TCB may notify customers through one or several methods.

**V. Other agreements:**

1. The Customer understands and agrees that TCB has the right to modify, amend, supplement or omit any part of the Family Banking Terms and Conditions and any features provided by the Family Banking Service at any time as prescribed by TCB from time to time.
2. The changes will take effect at the time TCB notifies customers on TCB's website, application or official communication channels.
3. For other products provided by Family Banking Services, TCB will notify customers on TCB's website, application or official communication channels.
4. TCB has the right to terminate the benefits of the Family Banking Service of the Customer in case the Customer does not meet the conditions to maintain the Family Banking Service according to TCB's regulations from time to time.
5. Upon termination of Family Banking Services, the Customer will not be entitled to the benefits of using the Family Banking Services, whereby TCB has the right to change, adjust and terminate the benefits/products/services provided to the Customer, including but not limited to: Adjust interest rates, adjust fees, suspend/stop providing products/services, stop applying preferential and promotional programs; suspending/suspending the application of policies, changing other benefits Customers using Family Banking Services according to TCB's regulations from time to time. In case the Customer continues to use products and services and is agreed by TCB, the Customer is responsible for fully paying the fees and interest rates according to the fee schedule, interest rates and other financial obligations (if any) according to the regulations of TCB. The Customer is responsible for paying all financial obligations (loans, fees,...) to TCB for products and services that the Customer has used/spent/paid for before the time TCB ceases to provide products and services to the Customer.
6. Upon termination of benefits due to the suspension of Family Banking Services, depending on TCB's regulations from time to time, TCB may notify the Customer through one or several methods as prescribed in Article 3