

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

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

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

### **II. Glossary**

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

1. Bank/ Techcombank: is the Joint Stock Commercial Bank for Technology and Trade of Vietnam (TCB).
2. Friend Banking Service: It is a collection of banking products and services designed by TCB specifically for Payment Accounts for Individual Customers ("S&C") participating in the same group. When participating in Friend Banking Services, customers will be able to apply separate product and service policies with a lot of preeminent benefits and utilities of Friend Banking Services.
3. Group Fund: It is a payment account ("account") that can be opened in science and technology using the group fund feature of the Friends Banking Service. Accordingly, the Account Holder who opens an account to use the Group Fund feature will become the Group Fund Holder. The Group Fund Owner is entitled to add members and share information about the Group Fund with members when participating in the Group Fund in accordance with these Terms and Conditions.
4. Group Fund Owner: Is the account holder of a payment account registered for the Group Fund feature.
5. Group Fund Feature: This is a feature of the Friend Banking Service that allows Group Fundowners the right to add members and share information about Group Funds with participating members in accordance with these Terms and Conditions.
6. Fund remittance transaction: It is a transaction of transferring money to the Group Fund from the accounts of members at TCB or from other payment accounts in accordance with the law on payment accounts.
7. Fund expenditure transaction: It is a transaction of disbursement of money from the Group Fund made on the basis of money transfer orders/other payment documents confirming the Fund Holder in accordance with the law on payment accounts.
8. Fund Management Support Features: It is a set of tools and functions integrated in the Friend Banking Service to help Group Fund Owners and Group Fund Members track and manage information related to the Group Fund.
9. Group Fund member: Being the second or more member to participate in the Group Fund and must be at least 18 years old and have full civil act capacity as prescribed by law, have successfully registered for TCB's investment bank service.

### **III. Rules for the Group Fund feature**

1. Conditions for registering for the Group Fund feature:
  - a) For customers who are initiators (Group Fund Owners): Maximum registration of 05

- (five) group funds/customers.
- b) In order to successfully open a Group Fund or join a successful Group Fund, clients need to agree to the terms and policies for using the Group Fund feature. The Group Fund Owner is entitled to register additional members to the Group Fund when the member agrees to participate in and agrees to the Terms and Conditions of Friend Banking Services.
  - c) The total number of Group Funds that a client can participate in at a time is 10 (ten) groups, of which: 05 (five) Group Funds as the Group Fund Owner and 05 (five) Group Funds as Group Fund Members.
  - d) The maximum number of members in Fund will be limited according to Techcombank's regulation in each period.
  - e) When the Group Fund Owner invites other members to join the Group Fund and accepts other members to join the Fund, it means agreeing to share all Group Fund information, including information about the Fund, Group Fund member information and transaction information from the Fund account to the participating members.
  - f) Group Fund members are not Fundholders. Group Fund members do not have the right to make transactions on Group Fund accounts. Members can view information about the Fund and transaction information from the Group Fund account - on their Techcombank Mobile application after successfully joining the Group Fund.
2. Regulations on group funds and transaction limits:
    - a) Product Type: Personal Payment Account
    - b) Currency: VND
    - c) Service fee schedule: According to TCB's regulations in each period
    - d) Trading limit of the group fund: Applied according to the trading limit of the group fund holder.
  3. Regulations on using the Group Fund feature:
    - a) Join the Fund:
      - Group Fund Holders are allowed to invite members to join the Group Fund of the Friends Banking Service. Members after receiving an invitation to join the Group Fund and validating the transaction to join the Fund or Decline the invitation to join the Fund. Members have the right to submit a request to join the Group Fund. Members are successfully added to the Group Fund after accepting the Fund Holder's invitation to join the Group Fund and agreein to the Terms and Conditions of Friend Banking Services.
      - Group Fund Members agree to allow TCB to use the data that customers have provided to the bank during the process of opening and using payment accounts and other products and services of TCB to serve the purposes of processing information data according to the Terms, These conditions, and the Data Privacy and Privacy Notice are attached and published at Techcombank's counter and website.
      - The Group Fund Owner is also the account holder of the payment account registered for the Group Fund feature, when inviting other members and accepting

other members to join the Group Fund, it means agreeing to share information about the Group Fund Registration Account and transaction information from the Group Fund Registration Account to the participating members (including including but not limited to: account number, account balance, account status, transactions through accounts, information related to transactions through accounts, etc.). Through these contents, Fund members can easily monitor and check trading activities on the Group Fund.

- The Group Fund Owner agrees and commits not to complain or sue Techcombank in case the member receives an invitation to participate in the Group Fund and can view information related to the Group Fund.

b) Make a trade

- The Group Fund Owner is the only person who has the right to make transactions on the Group Fund account as the Account Holder. Fund Members can view information about the Fund Registration Account and transaction information from the Group Fund Registration Account on the Techcombank Mobile application of each Member, after accepting the invitation from the Group Fund Owner.
- Group Fund members have the right to send money receiving information (including Beneficiary account, Beneficiary, etc.) to request payment from the Fundholder. The Group Fund Owner has the right to Agree or Reject the request. When the Group Fundowner agrees, the Fundowner needs to complete the confirmation of the payment transaction as prescribed.
- The Group Fund Owner has the right to notify information related to the Group Fund (including Fund remittance transactions, Fund expenditure transactions, Fund status and ... Fund remittance notice), to members. The Fund Owner has the right to select one, several or all members in 01 (one) time to create a request.

d) Support the management of group fund transactions

- The system automatically records all fund deposits and expenditures from the fund based on the transaction history of the group fund. In case the Fund Owner requests, the system can determine, summarize and notify the Fund Owner of the Fund's transaction status, including transactions to pay the Fund, Fund expenditure to participating Members, etc. and support the management of the Group Fund by providing suggestions of reference nature for the Fundowner to consider when conducting Group Fund transactions.
- The Group Fund management feature is only an incremental feature of the Billing Account for Individual Client Account Holders ("Fundholders"), which is intended to assist the Fund Holder in managing the Group Fund account. The calculation data provided by the system does not create any legal binding between the fund holder and the members of the fund in relation to the deposit of funds or reimbursement of expenses. The final decision on the management of the fund and related transactions belongs entirely to the Fundholder.

c) Maintain the Group Fund:

- At all times, the Group Fund Registration Account must maintain sufficient

operating conditions in accordance with the Customer's Account Opening and Use Regulations at Techcombank from time to time.

- In case the Group Fund account is locked or closed, the balance will be handled in accordance with the Regulations on Opening and Using the Customer's Account at Techcombank from time to time.

d) Commitment to the agreement on the use of the Group Fund:

- The Fund Owner is not allowed to use the Group Fund for the following purposes: Use the Group Fund for money laundering, terrorist financing, corruption or violation of the prohibition of applicable law.
- The Fund Owner undertakes to take full responsibility for the Agreement/Exchange with the Fund Members and/or other third parties in connection with the Group Fund transactions; take responsibility for agreeing and implementing the obligations between members as well as the settlement of disputes between members; at the same time, exempt TCB from all related responsibilities and waive the right to complain and sue TCB about the scope, disputes, fraudulent acts, etc fraud, arising out of or in connection with the Fund by members. Cases of complaints and lawsuits about the Group Fund (if any) can only be made by the Fund Owner - Fund Account Holder. The handling of tracing and complaints will be carried out by the Group Fund Owner in accordance with TCB's regulations on tracing and complaints from time to time.

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

1. In addition to the privileges under the Friend Rewards program of Friend Banking Service specified in these Terms and Conditions, customers are also entitled to incentives under the Loyalty Program at Techcombank (Techcombank Rewards) from time to time.
2. Friend Rewards of the Friend Banking Service are assigned to the loyalty account of the group Fund Holder.

At the time of initiating the Group Fund as the Fundholder or joining the group fund as a 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.

3. Customers of Friend Banking can use the points from the Loyalty Program at Techcombank to transfer/donate to other members of the same fund according to Techcombank's regulations/instructions from time to time. At that time, Techcombank understands that the point recipient will become the legal owner of the goods and services used for promotion to be redeemed from the Transfer/Gift Points of the Program from the time the Customer completes the transfer/donation procedures for points according to Techcombank's relevant regulations. Customers who transfer/donate points and customers who receive points need to confirm and commit:

- 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.
4. Termination of benefits and incentives for customers participating in Bank of Friends Services:
- a) TCB has the right to terminate the benefits and incentives of the Friends Banking Service in the following cases:
- Members do not fully meet the regulations on opening and using customers' current accounts at Techcombank from time to time.
  - Members do not fully meet the conditions of the Loyalty Program at Techcombank from time to time.
- b) Upon termination of Friends Banking Services, customers will not be entitled to benefits and incentives for members using Friends 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 for Customers using Friend Banking Services according to TCB's regulations from time to time. In case the Customer continues to use the 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 for 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 the provision of Friends 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 adjust, modify, supplement or omit any part of the Terms and Conditions of Friend Banking Services and any features provided by the Friends Banking Services 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 Friend Banking Services, TCB will notify customers on

- TCB's website, application or official communication channels.
4. TCB has the right to terminate the Friend Banking Service or terminate the benefits of the Customer's Friend Banking Service in case the Customer does not meet the conditions to maintain the Friend Banking Service or the Customer's Account Opening and Use Regulations in accordance with TCB's regulations from time to time.
  5. Upon termination of the Friends Banking Service, the Customer will not be entitled to the privileges for members using the Friends Banking Service, whereby TCB has the right to change, adjust or 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 Friend 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 the provision of Friend 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.