

TERMS AND CONDITIONS ON PROTECTION OF PERSONAL DATA

ARTICLE 1: INTERPRETATION OF WORDS

The terms used in this Personal Data Protection Terms and Conditions (“Terms and Conditions”) are construed as follows:

1. “Data Recipient/VRB” means Vietnam – Russia Joint Venture Bank.
2. “Data Subject” means the individual reflected by Personal Data.
3. “Data Provider” means an individual or organization that provides personal data to a Data Recipient.
4. “Personal Data” refers to electronic information in the form of symbols, letters, numbers, images, sounds, or equivalences associated with an individual or used to identify an individual. The personal data includes general personal data and sensitive personal data.
5. “General Personal Data” includes: a) Last name, middle name and first name, other names (if any); b) Date of birth; date of death or missing; c) Gender; d) Place of birth, registered place of birth; place of permanent residence; place of temporary residence; current place of residence; hometown; contact address; đ) Nationality; e) Personal image; e) Phone number; ID Card number, personal identification number, passport number, driver’s license number, license plate, taxpayer identification number, social security number and health insurance card number; h) Marital status; i) Information about the individual’s family relationship (parents, children); k) Digital account information; personal data that reflects activities and activity history in cyberspace; l) Information associated with an individual or used to identify an individual other than that specified in Clause 6 of this Article.
6. “Sensitive Personal Data” refers to personal data in association with individual privacy which, when being infringed, will directly affect an individual's legal rights and interests, including: a) Political and religious opinions; b) Health condition and personal information stated in health record, excluding information on blood group; c) Information about racial or ethnic origin; d) Information about genetic data related to an individual's inherited or acquired genetic characteristics; đ) Information about an individual’s own biometric or biological characteristics; e) Information about an individual’s sex life or sexual orientation; g) Data on crimes and criminal activities collected and stored by law enforcement agencies; h) Information on customers of credit institutions, foreign bank branches, payment service providers and other licensed institutions, including: customer identification as prescribed by law, accounts, deposits, deposited assets, transactions, organizations and individuals that are guarantors at credit institutions, bank branches, and payment service providers; i) Personal location identified via location services; k) Other specific personal data as prescribed by law that requires special protection.
7. “Personal Data Processing” refers to one or multiple activities that impact on personal data, including collection, recording, analysis, confirmation, storage, rectification, disclosure,

combination, access, traceability, retrieval, encryption, decryption, copying, sharing, transmission, provision, transfer, deletion, destruction or other relevant activities.

8. “Third Party” means an individual, organization outside VRB and a Data Provider who is authorized to process Personal Data in accordance with the laws that have arisen, are and will arise in the future, including but not limited to (i) Banks, financial institutions, financial institutions and other organizations and individuals engaged in activities for the Purposes stated in Article 3 of these Terms and Conditions and/or the supply process provide individual or integrated VRB products and services (including but not limited to banks, correspondent banks, custodians, monitoring, intermediaries, brokers, principals or accepting agents, insurance companies, securities companies, fund management companies, payment system providers and/or operators, card issuers, card payment organizations, card acceptors, e-wallet providers, payment solution providers...); (ii) Organizations and individuals that have links, cooperate, provide products and services on investment, finance, banking, credit assessment and rating, credit information, intermediary activities, agents, brokers, types of trading floors, trade promotion, advertising, information technology, solutions, utilities, platforms, operation, storage, infrastructure development, systems, equipment, facilities, software, applications, management services, service or commercial organizations integrated with VRB's applications and other services; (iii) Consultants, auditors, lawyers, notaries, auditors, agents of VRB; representative party acting on behalf of VRB; (iv) The assignee or transferee of VRB's rights, obligations and assets; the parties to the transfer, consolidation or merger transaction in VRB's operation and/or the parties have a need to find out information for the purpose of receiving this transfer, transfer, consolidation or merger; (v) Any person or entity acting on behalf of, or on behalf of, a Data Subject, acting on behalf of and/or on behalf of a Data Subject; or the Party related to the transaction as well as the execution of the transaction by the Data Provider (the payee, the beneficiary, the designee related to the account, the intermediary banks, the confirming bank). receipt, agent bank...); (vi) Payment service provider(s) based on the authorization or consent of the Data Provider; (vii) Competent agencies and individuals, arbitrators or mediators, organizations operating in the field of credit information, credit assessment/rating, auditing and agencies, organizations, individuals are allowed to request the provision of Personal Data in the country and abroad in accordance with the law; (viii) Other individuals, agencies and organizations that VRB considers necessary to meet and protect the legitimate rights and interests of the Data Provider and VRB; (ix) Agencies, organizations and individuals involved in the processing of Personal Data and/or related to the Purposes of Personal Data Processing and any individual, organization or agency that VRB believes in good faith that the sharing, providing is reasonable for the Purpose as set out in Article 3 of these Terms and Conditions; (x) other agencies, organizations and individuals approved by the Data Provider.

9. “Transferring Personal Data Abroad” refers to an act of using cyberspace, electronic devices, equipment, or other forms to transfer personal data of a Vietnamese citizen to a location outside the territory of the Socialist Republic of Vietnam or using a location outside the territory of the Socialist Republic of Vietnam to process personal data of a Vietnamese citizen.

ARTICLE 2: GENERAL PROVISIONS

1. These Terms and Conditions, depending on the specific case, will be an integral part of the agreements, contracts, documents, documents that have been, are and will be signed between the Data Provider and VRB. At the same time, these Terms and Conditions are also VRB's legal notice of the Processing of Personal Data in accordance with the law without sending any other notice to the Data Subject.
2. VRB values and respects the privacy, security and safety of personal information. At the same time, VRB always strives to protect the personal information, privacy of the Data Subject (including related subjects of the Data Subject) and comply with the laws of Vietnam.
3. These Terms and Conditions govern the relationship between the Data Provider and/or the Data Subject and VRB in relation to the provision of Personal Data, Processing of Personal Data and data protection. Individuals in the transaction process with VRB, including from accessing, registering, to maintaining, using and terminating the transaction. These Terms and Conditions confirm that are prerequisites for the Parties to establish and/or maintain a transaction.
4. Depending on the role of VRB in each specific situation as the Personal Data Controller or Personal Data Controller-cum-Processor, VRB will exercise the respective powers and responsibilities in accordance with the provisions of current law.
5. The Data Provider is responsible for carefully reading the content of these Terms and Conditions before ticking/signing to agree or ticking/signing to disagree. The fact that the Data Provider has selected/signed the consent is construed as the Data Provider's acknowledgment of having read, fully explained, detailed, known, voluntarily, completely agree with these Terms and Conditions. In case the Data Provider chooses/signs to disagree, VRB will (i) refuse to establish the transaction and/or (ii) have the right to unilaterally terminate the transaction(s) in progress with the Data Provider, and claim for damages (if any), if in VRB's reasonable judgment, the ticking disagreement of the Data Provider causes or potentially threatens to cause the law violation and/or cause the damage to VRB
6. All rights and obligations of VRB and Data Provider in these Terms and Conditions shall not replace, terminate or change, but shall be cumulative to the rights granted by VRB and Data Provider. Is there any text and nothing in these Terms and Conditions is intended to limit or remove any of VRB's rights.

7. In case there is any conflict of content regarding Personal Data Processing and protection of Personal Data between these Terms and Conditions and the contract(s), the written agreement VRB that is committed with the Data Provider and/or Data Subject, the content of these Terms and Conditions shall prevail.

8. These Terms and Conditions may be amended, supplemented or replaced from time to time to ensure compliance with laws and regulations of VRB. The contents of amendment, supplement or replacement of these Terms and Conditions will be made into the content of an agreement in a legal form decided by VRB at the initiative of VRB, including but not limited to one of the forms of agreement in writing, electronic terms and conditions, text messages and/or other legal means. The Data Provider is responsible for expressing clear, specific consent at VRB's request depending on the form of agreement, including but not limited to signing confirmation, ticking consent, consent syntax by text message or by another lawful act. References to the term these Terms and Conditions are construed to include all amendments, supplements or substitutes mentioned above.

9. For the Personal Data declared, provided to VRB is not the Data Provider's own Personal Data, the Data Provider commits that at the time of declaration, the provision has met all the necessary conditions by law for VRB to be able to perform the Personal Data Processing activities set out in these Terms and Conditions without having to take any further action, including but not limited to: term (i) obtaining the full and legal consent required by law of the individual reflected by the Personal Data, (ii) authorized or legally represented under the law, (iii) Personal Data relating to children aged 7 years and over must have the consent of the child and the consent of the parent or guardian as required, unless otherwise provided by law; (iv) Personal Data relating to a person who has been declared missing or deceased must be approved by the spouse or adult child or of the individual's parent reflected in the Personal Data, except for otherwise provided by law. At the same time, the Data Provider undertakes to be responsible for all consequences caused by the Data Provider's failure to meet any of the necessary conditions mentioned in this Clause.

10. The Data Provider is responsible for informing the Data Subject of the contents of these Terms and Conditions in case the Data Subject is not the Data Provider at the same time.

11. Data Provider agrees that the Personal Data Processing will take effect from the time Personal Data is collected by VRB (including Personal Data collected by VRB prior to the time of this Statement). These Terms and Conditions are in effect (if any) until (i) VRB and/or the Third Party terminates, restricts the Personal Data Processing and/or deletes the Personal Data according to the time limit, scope and other content requested by the Data Provider as specified in these Terms and Conditions, or (ii) when a competent state agency requests in writing to terminate the Personal Data Processing, or (iii) other termination as required by law, whichever comes first.

12. VRB finds that, in the reasonable judgment of VRB, the Data Subject has taken one or simultaneously actions to withdraw consent, request restriction or objection to part or all of the Personal Data Processing and/or deletion of Personal Data may result in one or more legal consequences and/or damages that VRB suffers or is likely to suffer, including but not limited by (i) VRB violates the law if it continues to maintain and conduct transactions with the Data Provider/Data Subject; (ii) VRB violates the contract, written agreement on the Personal Data Processing entered into with the Third Party; (iii) VRB must bear damages, damages, fines for breach and/or contract termination, written agreement in case of breach of contract, written agreement with any individual, any other organization to perform contracts, written agreements entered into with the Third Party; (iv) damages, other compensation for damages upon termination of transactions with the Data Provider, VRB has the right to consider and decide unilaterally to terminate one or all of the transactions with the Data Provider/Data Subject at the same time or immediately after completion of termination, limit Personal Data Processing and/or delete Personal Data within 72 (seventy-two) hours from the time the Data Subject sends a valid request in accordance with the provisions of VRB from time to time.

ARTICLE 3: PERSONAL DATA PROCESSING ACTIVITIES

1. Personal Data Collection

a) In order for VRB to be able to provide products and services to the Data Provider and/or to process the Data Provider's requests, VRB may need and/or be required to collect Data Personal Data, including: (i) General Personal Data and (ii) Sensitive Personal Data from or related to a Data Provider.

b) VRB may collect these Personal Data directly or indirectly from the Data Provider upon request by the Data Provider, or in the course of VRB providing any products or services to the Data Provider, and from one or more of the sources as listed below, including but not limited to:

- Through the relationship established between VRB and the Data Provider when the Data Provider uses VRB's products and services or participates in VRB's lawful programs and activities;
- From suppliers, service providers, partners, affiliates and third parties related to VRB's business activities;
- From the analysis of the Data Provider's activities during the use of products and services at VRB;
- From third party sources, with whom the Data Provider agrees to share/provide Personal Data, or sources where collection is required or permitted by law.

2. Purpose of Personal Data Processing

VRB (and the parties authorized to Process Personal Data for VRB) Process Personal Data primarily for the purposes of serving the needs and interests of the Data Provider (hereinafter collectively referred to as “Purpose”) include:

- a) Research, build, develop, manage, measure, provide and improve VRB's products and services (including but not limited to financial, banking, securities, products and services, insurance, credit, consumer credit, investment, financial investment) and other utilities, features and/or products, services, utilities provided or entrusted by VRB's partners, authorize, assign agents to VRB to provide, information on VRB's channels, platforms and applications (such as displaying content of websites, applications, separate and integrated information about assets, The Data Provider's finances, transactions, contracts, and/or any customizations the Data Provider may choose, informing and prompting the exercise of the Data Provider's related rights and obligations to the conclusion and performance of contracts and transactions of the Data Provider with VRB and partners of VRB); and the purposes are aimed at serving the current and future information needs, provision of products and services of the Data Provider;
- b) To appraise and assess the reliability and credibility of the Data Provider;
- c) To contact, take care of customers, respond to the support needs of the Data Provider, including providing, recommending the Data Provider up-to-date information about changes of products, services, utilities, features (provided by VRB or provided through VRB); assess and handle concerns, needs, interactions, directives, instructions or requests from a Data Provider;
- d) Introduce and communicate about products, services and utilities; administer and provide the rights or benefits of the Data Provider including but not limited to: loyalty programs, rewards programs, lucky draws, sending gifts and prizes and any other any other form of trade promotion;
- e) Identify, verify identity, maintain information on customer identification of the Data Provider; search, verify, check, authenticate information and measures to protect and protect Data of the Data Provider; identify and assess the risk of forgery or suspected tampering, protecting the Data Provider from fraud or other illegal behavior; prevention of money laundering, crime and terrorist financing, compliance with sanctions, prevention and combat of corruption;
- f) Provide information at the request of the Data Provider and organizations, agencies providing credit assessment services, credit information and other appropriate agencies, organizations and individuals in accordance with law;
- g) Supervision, inspection, audit, risk management, compliance management, safety and other management purposes according to VRB's policies;

- h) To take measures to ensure safety, security, and protect the Data Provider and Personal Data against harmful cases, the risk of harm;
- i) To perform the rights and obligations of the Data Provider and VRB under contracts, agreements and legal regulations;
- j) Making reports, statistics, and analyzing VRB's internal data (including trend analysis, financial analysis and other factors analysis for VRB's operations);
- k) Reporting, financial, accounting, tax and other obligations in order to comply with laws and requirements, directives of competent authorities, international treaties, rules, agreements that VRB must comply with, consistent with industry standards and VRB policies;
- l) Serve the settlement or investigation of any claim, legal claim or dispute;
- m) To perform transactions related to the transfer, merger or consolidation during the operation of VRB;
- n) To have a basis to establish, enforce and protect the legal rights of VRB in accordance with the law;
- o) Any other purpose dedicated to the operation of VRB.
- p) Other lawful purposes will be notified by VRB to the Data Provider at the time of collection of the Data Subject's Personal Data or before processing begins.

3. VRB may Process Personal Data and transfer Personal Data of Data Subjects in the territory of Vietnam or Transferring Personal Data Abroad for the Purposes stated in Article 3 of these Terms and Conditions. VRB will comply with the legal requirements in Vietnam as well as in the country where Personal Data is transferred and take measures to protect the Personal Data of the Data Subject.

ARTICLE 4: LIMITATION ON PROVISION OF PERSONAL DATA AND PERSONS AUTHORIZED TO PROCESS PERSONAL DATA

1. VRB will take reasonable measures in its power to keep the Personal Data of the Data Subject confidential and commit not to illegally sell, rent, or trade Personal Data.
2. In accordance with the Purposes in Article 3 of these Terms and Conditions, VRB is entitled to share, provide and other processing activities for the Personal Data of the Data Subject to the following subjects (and VRB will require these subjects to take measures to process and secure the Data Subject's Personal Data):
 - a) Employees, branches, transaction offices of VRB;
 - b) The Third Party specified in Clause 8 Article 1 of these Terms and Conditions.
3. Agencies, organizations and individuals mentioned in Clause 2, Article 4 above are provided with and allowed to process Personal Data of Data Subjects for the Purposes stated in Article 3 of these Terms and Conditions.

ARTICLE 5: PROCESSING TIME AND STORAGE OF PERSONAL DATA

Regardless of the time when the Data Provider deals with VRB and/or the Data Provider has terminated the use of products and services and/or established contracts, agreements, transactions, relationships, the provisions on Personal Data Protection are always in effect from the time the Data Subject's Personal Data is recorded, received on VRB's system and for the period for which the purposes of Data Processing The Personal is still being worked on, and/or for as long as is necessary to enforce the rights and obligations of VRB and of the Data Provider until these Terms and Conditions expire.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF DATA SUBJECTS

1. Data Subject's Rights

a) The Data Subject is entitled to access to view and edit his/her Personal Data after the Personal Data Processing has been processed by VRB, unless otherwise provided for by law. Where direct correction is not possible for technical or other reasons, the Data Subject requests VRB to correct its Personal Data.

VRB corrects the Personal Data of the Data Subject as soon as possible with the consent of the Data Subject or as required by law. In case it is not possible, VRB will notify the Data Subject 72 (seventy-two) hours after receiving the request to correct Personal Data.

b) The Data Subject or another person legally authorized by the Data Subject has the right to request and VRB undertakes to provide the Personal Data of the Data Subject when it has properly and fully performed the procedures according to the regulations on receiving and processing requests of VRB which are notified and instructed by VRB in other methods from time to time.

VRB provides Data Subject's Personal Data within 72 (seventy-two) hours after receiving a valid request in accordance with the foregoing. This period does not include (i) the time to wait for the response of the Third Party in the event that the opinion of the Third Party is required for the provision of Personal Data to ensure the legality or be carried out successfully; or (ii) an event of force majeure occurs as prescribed by law.

c) The Data Subject has the right to withdraw consent, request restriction, objection to the Processing of Personal Data and/or delete Personal Data, unless otherwise provided by law. VRB will carry out the necessary procedures to terminate, limit the Processing of Personal Data and/or delete Personal Data according to the time limit, scope and other contents requested by the Data Subject after the Subject Data has properly and fully followed the procedures in accordance with the regulations on receiving and processing requests of VRB as notified and instructed by VRB by other methods from time to time.

The Data Subject has fully understood and agreed to undertake to be responsible for all consequences and damages that may occur due to the action of withdrawing consent, making

a request to restrict, objecting to the Personal Data Processing and/or deletion of Personal Data caused (if any).

d) In addition to the rights of the Data Subject mentioned at points a, b, c above, the Data Subject also has other rights with respect to Personal Data including: the right to know about Data processing activities. Individuals, the right to complain, denounce, initiate a lawsuit, the right to claim damages, the right to self-defense. The Data Subject exercises these rights in accordance with the law, unless otherwise agreed by the Data Subject and VRB.

2. Obligations of Data Subjects

To protect its Personal Data, Data Subjects need to research, understand and fulfill their obligations, including but not limited to:

- a) Protect your Personal Data yourself; require relevant organizations and individuals to protect their Personal Data;
- b) Respect and protect the Personal Data of others;
- c) Provide complete, accurate and timely your Personal Data to VRB;
- d) Make payment of fees and expenses incurred in the in accordance with VRB's regulations from time to time including but not limited to fees for performing data correction. Personal Data, withdrawal of consent, request for restriction and/or objection to part or all of the Personal Data Processing and/or deletion of Personal Data, except as required by VRB or by law there are other provisions.
- e) Comply with and comply with the law on protection of personal data.

ARTICLE 7: NOTICE

1. VRB is responsible for notifying the Data Provider of the contents as agreed in these Terms and Conditions in the method and at the address registered with VRB by the Data Provider and in accordance with the regulations in these Terms and Conditions.

2. The Data Provider is responsible for notifying VRB of the contents as agreed in these Terms and Conditions through the methods, contact addresses and within the time limit specified by VRB. For notification by a method other than in writing, the Data Provider acknowledges that it will provide additional written notice in accordance with VRB's regulations if requested by VRB.

3. A message is considered successfully delivered when it:

- a) It is sent directly to the receiver/receiver's representative and certified by the receiver/receiver's representative; or
- b) Sent by registered postal service as certified by the postal authority; or
- c) Successfully listed, posted and displayed on the website vrbank.com.vn, the Internet Banking/Mobile Banking interface of the Data Provider or other electronic transaction methods excluding the cases specified at Point (d) of this Clause;

d) To be notified that the notification has been sent successfully via email or text message to mobile subscribers or other forms of notification (if any).

ARTICLE 8: DISCLAIMER

1. VRB is exempt from any liability, including liability to pay damages, reimbursement or any related costs for damages, losses arising from errors, acts violations of Data Providers/Data Subjects, Third Party that are beyond VRB's control or force majeure events beyond VRB's control and directly causing loss or damage to the Data Subject including but not limited to war or civil war, natural disaster, epidemic, strike, strike, law change or other force majeure events as prescribed by law required by law or as required by a declaration or request by a competent authority, regardless of whether the event(s) arose within or outside Vietnam.
2. Other cases where VRB is exempt from liability in accordance with the law.

ARTICLE 9: TERMS OF IMPLEMENTATION

1. These Terms and Conditions are established, governed by and construed in accordance with the laws of Vietnam.
2. In case a dispute arises, the Parties have the right to request a competent Court as prescribed by law for settlement.
3. Any content not specified in these Terms and Conditions, the Parties agree to comply with the contracts, written agreements related to the transaction performance that VRB signed with the Provider. Data/Data Subject, as required by VRB and by law.
4. These Terms and Conditions are effective from the date the Data Provider selects/signs the Consent.
5. These Terms and Conditions are made into Vietnamese and English versions. In case there is a difference between the Vietnamese content and the English content, the Vietnamese content shall prevail.

VIETNAM - RUSSIA JOINT VENTURE BANK