

## **TERMS AND CONDITION of Personal data protection**

### **Article 1. General**

- 1.1 These Terms and Conditions ("Terms and Conditions") are implemented by KB Securities Vietnam Joint Stock Company ("KBSV") and describe KBSV's activities in relation to data processing of KBSV's Client.
- 1.2 These Terms and Conditions are an integral part of the contracts, agreements, requests, applications and other agreements that the Client has entered into with KBSV.

### **Article 2. Interpretation**

- 2.1 **Personal data** is information in the form of symbols, letters, numbers, images, sounds, or the same as stated above on digital platform that is associated with a particular person or helps to identify a particular person. . Personal data includes basic personal data and sensitive personal data.
- 2.2 **Personal data processing** is an activity or activities affecting personal data, such as: collect, record, analyze, confirm, storage, correct, disclose, associate, access, export, recover, encrypt, decrypt, copy, share, transmit, provide, transfer, delete, destroy personal data or other related actions.
- 2.3 **Third parties** are individuals and organizations that are not part of KBSV's legal entity and have contracts with KBSV in providing products, services and programs, including but not limited to:
  - Independent individuals or companies;
  - Organizations that KBSV directly or indirectly owns;
  - The term "Third parties" in the Terms and Conditions includes suppliers and other partners and organizations.

### **Article 3. Types of personal data collected by KBSV**

The types of Personal Data collected by KBSV or its agents under these Terms and Conditions may vary according to jurisdiction and applicable law. The categories listed below include, but are not limited to, and are subject to change depending on product, service or interaction program between KBSV and Client.

- 3.1 **Basic personal data:** Full name, middle name and birth name, other name (if any); Date of birth; 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, personal tax identification number; Information about the Client's related person; Bank

account information; Information on tax data; Personal data reflects activities, history of activities in cyberspace; Other information associated with Client or helping identify Client does not fall under the Sensitive Personal Data set out below (including information about an individual's digital account; personal data that reflects activity, history, etc.) operating in cyberspace,...);

**3.2 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 being the 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 privacy measures.

**3.3 Data related to websites or applications:** technical data (including device type, operating system, browser type, browser settings, IP address, language settings, date and hours of 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.

**3.4 Marketing data:** advertising interests; cookie data; clickstream data; browsing history; response to direct marketing; and opt out of direct marketing etc.

**Article 4. Personal information collection and collection methods**

KBSV may directly or indirectly collect Client's Personal Data at Client's request or during KBSV's provision of any product or service to Customer, and including but not limited to from the sources below:

**4.1 Directly from Clients:** KBSV collects during the process of contacting, working, providing services, meeting directly with Client and being provided with information by Client.

**4.2 From KBSV Websites:** KBSV may collect personal data when Client visits any KBSV website or uses any features or resources available on or through the Websites. When Client accesses the Websites, KBSV collects information about Client's device and browser (such as device type, operating system, browser type, browser settings, IP address, settings, etc.) set language, date and time of connection to the Website and other technical communications), all or some of this information may constitute personal data.

- 4.3 From Mobile Application:** KBSV may collect personal data when Client downloads or uses KBSV mobile application. These Applications may record certain information (including Application usage statistics, device type, operating system, Application settings, IP address, language settings, end date and time. connection to the App, location data and other technical communications) all or some of this information may constitute personal data. Applications used by KBSV may have its own Privacy Policy, Client should review this Policy before using the related Application.
- 4.4 From the Services:** KBSV may collect personal data when Client registers to use any of the services provided through the Website or the Application or logs into the Website or the Application; or make transactions directly at KBSV's branches.
- 4.5 From communications with Client:** KBSV may collect personal data when Client contacts KBSV (in person, by mail, by phone, online, by electronic communication or by any other means) including KBSV Client surveys.
- 4.6 From interactions or automated data collection technologies:** KBSV may collect information including IP address, referring URL, operating system, web browser and any other information that is automatic recorded from the connection.
- 4.7 Other means:** KBSV may collect personal data when Client interacts with KBSV through any other means.
- 4.8 From Third parties**
- a) If Client interacts with third-party content or advertising on the Website or in the Application, KBSV may receive Client's personal data from the relevant third party, in accordance with its legally applicable privacy policy of such third party.
  - b) If Client chooses services such as payment, securities (transfer, blockade, clearance, etc.) directly to KBSV or through the Website or Application, KBSV may receive personal data. of Client from third parties, such as payment service providers, securities companies, for the purpose of performing such services.
  - c) In order to comply with its obligations under applicable law, KBSV may receive personal data about Client from law enforcement agencies and public authorities in accordance with the law.
  - d) KBSV may receive personal data about the Client from public sources (such as telephone directory, advertising information/brochures, information published on websites, etc.).
  - e) Whenever such personal data is collected, KBSV understands, believes and is assured that the relevant third parties have obtained the consent of Client for: (i) the provision of third party personal data for KBSV; and (ii) the processing of data for the purposes of KBSV in these Terms and Conditions. If Client does not agree, please do not provide Client's personal data to third parties.
- 4.9** From other sources with which Clients consents to sharing/providing Personal Data, or sources where collection is required or permitted by law.

## **Article 5. Purpose of processing Client's personal data**

KBSV may process Client's personal data for the following purposes, including but not limited to:

- 5.1 Provide products, services, programs; implement promotions, incentives and support programs of KBSV;
- 5.2 Use and analyze Customer's information to develop, provide, continuously improve quality of services, products and programs towards meeting Client's needs better;
- 5.3 Provide Client with information related to the Client's transactions and demands, in accordance with the applicable Law of direct marketing;
- 5.4 Online behavioral advertising or advertising based on needs and interests;
- 5.5 Display the content of the website, applications, devices and any customizations Client may choose;
- 5.6 Manage content, promotions, surveys or other features of websites, applications, devices; or survey platform;
- 5.7 Provide communications about Client's account management and the features of the website, application or device;
- 5.8 Verify the identity and ensure the privacy of Client's personal data;
- 5.9 Protection from fraud, identity theft and other illegal activities;
- 5.10 To have a basis for establishing, exercising legal rights or defending KBSV's legal claims;
- 5.11 Comply with applicable Laws, relevant industry standards and other applicable KBSV policies;
- 5.12 Inform Client of changes to products, services and programs in case of State management policies, legal regulations or market changes, unusual volatility or in accordance with changes, updates of Regulations/Policies of KBSV;
- 5.13 For the purpose of preventing, combating money laundering, combating terrorist financing, complying with sanctions or sending it to a competent authority according to regulations from time to time;

- 5.14 Surveillance camera (CCTV) footage may also, in specific cases, 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, programs; (iv) detecting and preventing criminal acts; and/or (v) investigate incidents at the request of State agencies;
- 5.15 Other purposes according to the relevant Agreement when Clients joins/uses KBSV's services;
- 5.16 Any other purpose exclusively for the business of KBSV; and
- 5.17 In any other manner that KBSV notifies Client, at the time of collection of Client's personal data or before the commencement of the relevant processing or as otherwise required or permitted by applicable law.

**Article 6. Rights and obligations of Client regarding Personal Data collected by KBSV**

- 6.1 Client has the following rights: (i) Right to know; (ii) Right to consent; (iii) Right of Access; (iv) Right to withdraw consent; (v) Right to delete data; (vi) Right to restrict data processing; (vii) Right to provide data; (viii) Right to object to data; (ix) Right to complain, denounce and initiate lawsuits; (x) Right to claim damages; (xi) Right to self-defense and other related rights as prescribed by law. Client may exercise their rights by contacting KBSV through KBSV branches or through other channel(s) as may be established by KBSV from time to time.
- 6.2 Client has the right and/or requests KBSV to assist in accessing and correcting Client's personal data at KBSV.
- 6.3 When Client wants to access Client's personal data that KBSV owns, or when Client believes that the personal data held by KBSV is inaccurate, incomplete, misleading or out of date, if relevant, Client has the right to request KBSV through KBSV's branches or through other channel(s) that KBSV may establish from time to time. KBSV will, with reasonable efforts, comply with Client's request to access or correct personal data upon receipt of a complete, valid request and related processing fee (if any) from Client.
- 6.4 In the event that Client realizes that there is a breach in handling of Client's personal data, Client has the right to request KBSV to assist in the processing, within its capacity to prevent or limit the disclosure of Client's personal data, unless otherwise stated by law.
- 6.5 Client has the right to request KBSV to process Client's data based on Client's consent for the purposes of these Terms and Conditions, unless otherwise stated by law.
- 6.6 Please note that other rights such as Client's right to complain, denounce, sue, claim, and defend themselves will be subject to law, unless otherwise agreed between Client and KBSV in accordance with the provisions of law.

- 6.7 Clients protect their own personal data; request other relevant organizations and individuals to protect Clients' personal data, while at the same time, respect and protect personal data of others.
- 6.8 Clients are obliged to provide full and accurate personal data to KBSV when entering into contracts or using services provided by KBSV.
- 6.9 Clients are responsible for implementing and complying with the provisions of law on personal data protection and participating in the prevention and combat of violations of regulations on personal data protection.
- 6.10 Please note that KBSV may, in its sole discretion, authorize the requested correction and/or may request additional documents of new data to avoid fraud and inaccuracies.

**Article 7. Protection of Client's personal data**

- 7.1 KBSV is committed to handling Client's personal data in a safe and secure manner and ensures Client's rights to personal data processing activities in accordance with the provisions of the applicable Law.
- 7.2 KBSV applies appropriate data handling methods as well as appropriate technical and organizational privacy measures, to prevent unauthorized access, reading, use, alteration, provision, destruction or other personal data processing.

However, the Internet is not a secure environment and KBSV cannot guarantee that Client's personal data shared using the Internet will always be kept confidential. When Client uses the Internet to transmit personal data, Client should only use secure systems to access websites, applications or devices. Clients are responsible for keeping their access credentials for each website, application or device safe and confidential. Clients need to immediately notify KBSV if they detect abuse of their login information and change their access password immediately.

**Article 8. Providing Client's personal data**

- 8.1 KBSV will not sell, exchange, rent (temporarily or indefinitely) Client's personal data without the Client's consent in accordance with the applicable Laws.
- 8.2 KBSV may share or provide/use Client's personal data to the following related parties:  
 KBSV employees and brokers for the purposes set forth in the Terms and Conditions;  
 Recipients outside of KBSV, including partners/subcontractors of partners, subsidiaries/affiliated companies of KBSV and all or any trusted partners with whom KBSV has a cooperative relationship with KBSV, have agreed to Client's data privacy obligations and data privacy compliance, for the purposes set forth in these Terms and Conditions;  
 The partner with whom KBSV signs an agreement to distribute and cross-sell products at KBSV (KBSV as a distributor and cross-sell partner of the partner) for the purpose of providing cross-selling products according to the needs of Client;



Third-party service providers to help KBSV operate its business, websites, applications or equipment, provide Client with products, services, and programs that Client has selected or to manage activities on behalf of KBSV, such as sending newsletters or surveys, etc.;

If Client performs payment services, securities-related services (stock transfer, blockade, securities clearance...) through the website, application or direct payment to KBSV, Client's personal data may need to be provided to a third party (e.g. payment service provider, securities company) for the purpose of supporting such services;

In the event of a proposal or completion of the sale, merger, or transfer of all or part of KBSV's business or assets (including reorganization, dissolution, liquidation or restructuring, or change of control), KBSV may provide Client's personal data to a potential seller or buyer, or their representative, provided that KBSV has taken reasonable, legal steps first to ensure the safety and privacy of Client's personal data;

Competent State agencies in accordance with the provisions of law and/or as permitted by law.

### **Article 9. Third party services**

Client 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 KBSV.

KBSV has no control over the content or links appearing on third party websites or services and KBSV is not responsible for the practices used by third party websites or services that 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.

### **Article 10. Direct marketing**

As set forth in these Terms and Conditions and in accordance with the requirements of applicable Laws, KBSV, direct marketing partners or service providers of KBSV, may contact Client by email, text message or other electronic means, at any time, to provide Client with information regarding products, services and programs that may be of Client's interest.

If Client wishes to unsubscribe from these notifications, KBSV attaches detailed unsubscribe instructions in each notice. In addition, Client can use unsubscribe features provided through KBSV website and application. In the event that Client unsubscribes from receiving advertising or marketing related communications, KBSV may continue to contact Client for the purpose of following Client's instructions, allowing Client to make any buy orders as requested by Client, sending Client transaction messages, administering Client's account, or as required or permitted by applicable Law.

### **Article 11. Cookies**

When Client uses or accesses KBSV's websites, KBSV may place one or more cookies on Client's device. "Cookie" is a small file that is placed on Client's device when Client visits a website. It records information about Client's device, browser and in some cases, Client's preferences and electronic browsing habits. KBSV may use this information to identify Client when Client returns to the KBSV's website, to provide personalized services on KBSV's websites, to compile analytics to better understand the website's performance, and to improve its website services. Clients may use their browser settings to delete or block cookies on their devices. However, if Client decides not to accept or block cookies from KBSV websites, Client may not take full advantage of all the features of KBSV websites.

KBSV may process Client's personal data through cookie technology, in accordance with the provisions of these Terms and Conditions. KBSV may also use remarketing to serve ads to individuals that KBSV knows have previously visited its website.

Within the extent that third parties have posted content on KBSV websites (e.g. social media features), such third parties may collect Client's personal data (e.g. cookie data) if Client chooses to interact with such third-party content or use third-party services.

#### **Article 12. Data storage**

KBSV will only store Client's personal data in connection with the purposes set forth in these Terms and Conditions. KBSV may also need to store Client's personal data for a period of time, such as when required by applicable Law.

#### **Article 13. Unexpected consequences and damage**

- 13.1 Client understands that providing and consenting to KBSV to use personal data will always have potential risks due to system failures, transmission lines, force majeure events, viruses, network attacks or software/hardware errors, actions of Client or any other third party affecting the provision and processing of Client's personal data. Risks may arise as Client's personal data may be used for undesired purposes or beyond the control of KBSV and Client.
- 13.2 KBSV always tries to ensure confidentiality, safety, law compliance, and limiting the potential consequences and damages.
- 13.3 KBSV carries out its responsibility to protect personal data in accordance with applicable laws with the best security methods in accordance with the law and regularly reviews and updates management and technical measures when processing of Client's personal data (if any).

#### **Article 14. Acceptance of notice**

By using any product, service, program, website, application or device, Client is deemed to have accepted these Terms and Conditions.

In the event that Client does not accept the terms, or withdraws consent to the processing of Client's personal data for the purposes set out in these Terms and Conditions, such



withdrawal may cause the provision of products, services, programs, features on KBSV websites, applications or devices to be limited, restricted, suspended, cancelled, prevented or prohibited, depending on the case. KBSV will not be liable to Client for any loss incurred, and KBSV's legal rights will be expressly reserved with respect to limitation, restriction, suspension, cancellation, prevention, or prohibition.

#### **Article 15. Update and amendment**

KBSV reserves the right to amend, modify, supplement or update these Terms and Conditions at any time.

Notice of any amendments will be posted on our website and/or other means of communication as we deem appropriate. KBSV recommends that Client regularly monitor these Terms and Conditions to stay up-to-date with changes and stay informed about how KBSV is protecting Client's personal data.

Client's continued use of websites, applications or devices is considered as continued use of KBSV's services and acceptance of these Terms and Conditions, related amendments and supplements.

