

TERM OF SERVICES

A – DISCLAIMER

The Client understands and agrees that, except for the Investment Portfolio provided by Shinhan Vietnam Securities Co.,Ltd (“SSV”) at the Client’s request, all other output information (including advisory opinions) is generated by the OpenAI platform and not performed by SSV or any of SSV’s employees.

The output information may not always be accurate. The Client must evaluate the output information to ensure its accuracy and/or contact SSV to receive professional advice.

SSV bears no responsibility for information generated by the OpenAI platform or for the Client’s investment results based on such information.

B – TERMS & CONDITIONS OF SSV’S SERVICES

PART I: GENERAL TERMS AND CONDITIONS

Article 1. Definitions

- 1.1 **Stock Exchange** is Viet Nam Stock Exchange (“VNX”), Ho Chi Minh Stock Exchange (“HSX”) and Hanoi Stock Exchange (“HNX”) or stock exchange is authorized to establish and operate in accordance with the laws of Vietnam.
- 1.2 **Force Majeure Event** is any of the following events, which renders any party or the parties unable to perform their obligations under the Contract, such as prohibition or action by government or public authority, war, riot, strike, epidemic, fire, natural disaster, and other events that occur objectively beyond the reasonable control of the parties.
- 1.3 **Trading Account** is the accounts of the Client opens at SSV, includes regular Securities Trading Account and Margin Trading Account
- 1.4 **Securities trading account or Regular account** is the Client’s securities trading account opened at SSV for securities trading but not use SSV’s loan
- 1.5 **Margin trading account or Margin account** is the Client’s account opened at SSV for margin securities trading and the Client’s can use SSV’s loan. Margin trading account is not allowed to open for foreign investors according to regulations.
- 1.6 **Fund Certificate Trading Account** is a Account opened by Client at SSV to trade Fund Certificates for which SSV is the Distributor
- 1.7 **Derivatives Trading Account** means the account opened by the Client at SSV for the purpose of trading derivatives, comprising a Trading Account and a Margin Account, wherein:
 - **Trading Account:** is the account opened by the Client to execute derivatives trading, account for daily profit/loss of positions, and perform contract execution
 - **Margin Account:** is the account opened to manage margin assets and underlying assets for transfer

- 1.8 **The Terms and Conditions** are SSV's regulations, including all provisions stated in the Contract, which may be updated/adjusted by SSV from time to time. The adjusted/updated regulations, published by SSV on its website and notified to the Client will take effect to apply or replace the previous one. The provisions of the Terms and Conditions will be published on SSV's website and take precedence over other provisions including the provisions of the Contract.
- 1.9 **VSDC** is the Vietnam Securities Depository and Clearing Corporation.
- 1.10 **SSC** is State Securities Commission.
- 1.11 **Securities** are assets, including stocks, bonds, fund certificates, warrants, derivative securities and other types of securities regulated under the current Securities Law, listed or registered for trading at the Stock Exchange or unlisted
- 1.12 **IIA – Indirect Investment Account:** is a Vietnamese bank account used for non-resident foreign clients as per bank's regulations; opened by the Client at an SSV-affiliated bank, and used to link and settle the Client's securities transactions at SSV.
- 1.13 **DDA - Demand Deposit Account:** is a Vietnamese bank account used for resident foreign clients as per bank's regulations; opened by the Client at an SSV-affiliated bank, and used to link and settle the Client's securities transactions at SSV.
- 1.14 **GA – General Account:** is SSV's bank accounts used to segregate clients' funds as per securities regulations. The Clients residing in Vietnam may register to use GA for securities trading settlement; However, GA is only suitable when the client's securities investment funds are use solely within the territory in Vietnam. The remittance of funds abroad is entirely subject to the bank's approval as per its regulations with a high risk of being denied.

Article 2. Method of placing the securities trading order

The Client can place the securities trading order through the following ways:

- 2.1 Place orders directly at SSV's trading counter by giving the filled order slip according to SSV's form to teller;
or
- 2.2 Place orders via online trading method registered in Part VI of the Contract.
- 2.3 In case SSV updates the regulations on trading method, transfer of ownership of securities, payment methods for securities transaction, payment methods for securities transactions and other related issues as published on SSV website and the updated regulations on website shall take precedence.

Article 3. Commitment, rights and obligations of the Client

- 3.1 The Client admits that, SSV has fully informed/disclosed on the functions, establishment license, business scope and the legal representative of the Company.
- 3.2 Commit and be responsible for the accuracy and completeness of the information provided by the Client to SSV. In which, the Client agrees that in the case of information (including but not limited to information about the account to receive dividends...) under other contracts, confirmation such as contract of trading the unlisted securities, service contracts signed with SSV before the signing date of the Contract is different from the information in the Contract, then the information on the Contract shall prevail.
- 3.3 Commit to learn and comply with regulations on securities trading and other relevant regulations.
- 3.4 Notify SSV when the Client has any change to their information compared to the content provided to SSV and when becoming or no longer being the subject of information disclosure. SSV will not bear any responsibility for damages arising from the change of information that the Client does not notify SSV.
- 3.5 Client is responsible for fulfilling their obligations to disclose information in accordance with the law. The Client commits that there will not be any complaints or lawsuits about SSV's use of Client's information to

disclose information/report on transactions due to the handling of collateral that SSV is obliged to perform. according to regulations of the Law.

- 3.6 Securities trading orders on the trading account are an integral part of the Contract. A transaction order on each client's securities trading account are managed separately. When signing the order slip(s) for direct securities trading or placing securities trading orders via online trading system at SSV; or when confirming orders via online trading channels, via email, recorded phone, and other transaction methods as prescribed by SSV from time to time, the Client implicitly acknowledges that the Client has considered carefully before asking SSV to perform the service and the Client accepts the transaction results executed by SSV according to the Client's order.
- 3.7 When authorizing another person to conduct direct securities transactions at SSV, the Client implicitly acknowledges that the Client has carefully considered and fully understood the risk of this authorization and is ultimately responsible for the obligations incurred by the authorized person within the scope of the authorization. The authorization for the trading account will include both the securities trading account, the margin trading account, Fund Certificate Trading Account, Derivatives Trading Account unless the Client decides otherwise, as specified in the authorization documents;

In all cases of dispute arising between the Client and the Client's authorized trading representative (the "Authorized Party"). The Client and the Authorized Party shall resolve such disputes themselves, and simultaneously commit and ensure not to request SSV to participate in the dispute resolution process in any case or for any reason. If SSV is required to participate upon the request of a Court or Competent Authority, the Client and the Authorized Party shall be jointly and severally liable for paying all costs incurred by SSV's participation.
- 3.8 Payment of brokerage fees, custody fees, fees for using services registered by the Client (including and not limited to advance fees for selling securities; online trading service fees, shipping costs, delivery by post or any other means of transportation if the Client requests to receive it by post or other means of transport to the address registered by the Client with SSV), late payment fees, taxes and other fees as prescribed by law and notice of SSV. SSV may fix one or more service usage fees and publish them on SSV's website or notify the Client using SSV's services.
- 3.9 Regularly check the balance of cash, securities, statement and transaction history of the trading account.
- 3.10 Timely notify SSV of errors and mistakes on the Client's trading account for SSV to adjust.
- 3.11 When registering to use the services provided by SSV through the online trading system, the Client is deemed to agree to accept the terms and conditions of using the service under Part V of the Contract.
- 3.12 The Client agrees that, SSV reserves the right to amend, supplement or cancel, in whole or in part, any terms and conditions (including service fees) relating to any service provided by the Client. SSV provides and Client accepts automatically provided that SSV will give notice of such modification, supplementation or cancellation to Client through one of the methods selected by SSV such as: (i) give written notice; or (ii) notification by recorded phone call; or (iii) email/Zalo notification; or (iv) send SMS/instant messaging application; or (v) published on SSV's website, before such changes or supplementation take effect. Using service after the effective date of the modifications (as notified by SSV) will be deemed the Client's complete acceptance of such modifications. If the Client does not agree with any amendments, the Client must notify SSV of the cancellation or termination of using services with SSV and/or closing the trading account.
- 3.13 Exercising the lawful rights of securities owners in accordance with laws and applicable regulations.
- 3.14 The Client shall be notified by SSV of the results of executed transactions, as well as the cash and securities balances in the Client's Trading Account, either periodically or on an ad hoc basis upon the Client's request. The Client shall be deemed to have accepted the transactions that have occurred if the Client does not raise any objection within twenty-four (24) hours from the time of receipt of the notice.

- 3.15 When requesting SSV to open a trading account, registering/selecting to use the services provided by SSV, the Client agrees to allow SSV to collect, control and process the Client's personal data; agrees to allow SSV to transfer personal data to SSV's third parties for processing in order to provide the services that the Clients has registered or selected. Accordingly, the Client agrees to allow SSV to store the Client's personal data in accordance with the law. Both the Client and the individuals whose personal data is disclosed under the Contract have accessed, accepted, and agreed to comply with the contents of the Personal Data Protection Policy publicly posted on SSV's website at https://shinhansec.com.vn/uploads/SSV_Personal_data_protection_policy.pdf
- 3.16 Other commitments, rights and obligations are stated in the separate terms and conditions for each service of SSV that the Client registers to use in the Contract, and in accordance with law.

Article 4. Commitment of Client's authorization

- 4.1 The Client authorizes SSV to use the money on the Client's trading account opened by the Client at SSV to make payments for interest, service fees, other fees, taxes and other fees as prescribed by law for transactions performed by SSV and/or a third party as per the Client's order.
- 4.2 The Client authorizes SSV to adjust the incorrect and/or mistaken accounting transactions when SSV has grounds to determine that such transactions or accounting is incorrect without prior consent of the Client.
- 4.3 The Client authorizes SSV to carry out the securities depository, clearing settlement and securities registration for Client in accordance with VSDC's regulations in order to serve Client's transactions on his/her trading account at SSV.
- 4.4 The Client authorizes SSV, on the day SSV confirms the successful transaction of unlisted securities through the trading channels specified in SSV, to automatically (i) deduct money from the Client's securities trading account when the Client purchases unlisted securities or settles the payment for the purchase of securities when the Client sells unlisted securities into the securities trading account, and (ii) carry out procedures for transferring ownership of securities.
- 4.5 The Client authorizes SSV to automatically deduct/retain a portion of the balance and/or debit in the Client's trading account to collect taxes and fees according to Clause 3.8, Article 3, Part I of the Contract and interest incurred on the Client's trading account according to the fee and interest rates published on SSV's website from time to time or as prescribed by law.
- 4.6 The Client authorizes SSV to provide individual information, account information and trading information of the Client at SSV to third party that has connection system and/or cooperation collaboration with SSV to provide any services related to opening trading account and trading securities in both direct and online forms that the Client registers, chooses to use. The provision of information by SSV in this case does not violate the obligation to keep the Client's information confidential.
- 4.7 Other authorizations are stated in separate terms and conditions of each service of SSV that Client registers to use under the Contract.

Article 5. Commitments, rights and obligations of SSV

- 5.1 In case SSV develops information technology applications for online transactions other than online trading service under Part VI of the Contract, SSV will provide services, send notices and information related to trading accounts of the Client through any or all methods such as email, SMS, Zalo and other internet transaction methods mentioned in the Contract or as prescribed by SSV. The provision of services mentioned in this clause is not a mandatory condition for SSV. SSV will provide this service at the discretion and ability of SSV from time to time.

- 5.2 Receive the services fees provided to the Client according to the published rate fee(s) or as agreed with the Client.
- 5.3 Do not use the Client's money and securities without the Client's request or authorization, except for the cases specified in the Contract and relevant laws.
- 5.4 Notify the trading result, account balance as per the request of the Client.
- 5.5 Regardless of the Client's notification to SSV of the incorrect and/or mistaken on any of the Client's trading accounts in accordance with clause 3.10, Article 3, Part I of the Contract, SSV is entitled to automatically correct the wrong and/or mistaken transactions when SSV has grounds to determine that such transaction or accounting is incorrect without the prior consent of the Client.
- 5.6 The Contract may not be terminated before the expiry date except for the cases specified in the Contract.
- 5.7 Comply with regulations and guidance of SSC, VSDC, Stock Exchanges on providing securities services.
- 5.8 In the event that SSV has its brokerage operations withdrawn, is dissolved, or has its license to conduct business, establishment, and operation revoked, and the Client has fully repaid loans and fees to SSV, then SSV is responsible for carrying out the procedures to transfer all of the Client's securities to another securities company designated by the Client within 03 working days after receiving the Client's written request and the necessary related documents as prescribed by VSDC
- 5.9 In the event that SSV is also a counterparty in a transaction with the Client, SSV is obligated to notify the Client regarding this matter, and such transaction may only be executed upon SSV receiving the Client's approval.
- 5.10 Other rights and obligations are stated in the separate terms and conditions for each service of SSV that the Client registers to use in accordance with SSV's regulations.

Article 6. Cases of termination of the Contract

- 6.1 The contract may be terminated when one of the following cases occurs:
 - a. Both parties have a written agreement;
 - b. The Client unilaterally terminates the Contract by giving written notice to SSV at least five (05) working days in advance and in provided that the Client has fully paid all obligations, outstanding balances, fees and taxes to SSV;
 - c. SSV unilaterally terminates the Contract by giving written notice to the Client at least five (05) working days in advance as decided by SSV from time to time;
 - d. The Client is individual who has died, has lost civil act capacity, is declared dead or missing by a competent court, or the Client is institution that is dissolved, bankrupt, split or consolidated. The handling of the arised issues from the Contract before the occurrence of termination events specified in this clause shall comply with the provisions of law;
 - e. SSV terminates its operation in accordance with the law;
 - f. SSV has the right to unilaterally terminate the Contract when one of the following cases occurs after giving written notice to the Client at least two (02) working days before the expected date of termination:
 - (i) The Client performs the prohibited acts according to the provisions of law on securities and securities market;
 - (ii) The Client violates terms and conditions of the Contract and fails to remedy it upon written request of SSV;
 - (iii) In case of force majeure events, the stock market will be closed for a prolonged period of time coincident with the time the two parties perform the Contract;
 - (iv) Individual Client or representative of institutional Client violate the rules on order and safety at transaction points and fail to remedy them after prompting from SSV;
 - (v) Under the cases that must terminate the Contract under the decision of SSV from time to time or according to the provisions of law;

- g. Other cases of termination shall be specified in accordance with the separate terms and conditions of the services provided by SSV (if any).
- 6.2 In all cases, when the Contract terminates, the parties commit to fulfill their arising obligations and cooperate with each other to liquidate the Contract in accordance with the provisions of law.

Article 7: Terms of notification

- 7.1 Notices sent by SSV to the Client include but not limited to the following types:
- a. Notice regarding the Client's individual information, account and account management information;
 - b. Notice related to management, deposit, withdrawal, deduction, collection, transfer of assets deposited at SSV for any reason and/or for any purpose in order to perform the obligations and rights of the parties under the Contract;
 - c. Announcement about SSV's products, services, service fees, interest rates and online trading system, the related changes and updates.
 - d. Announcement, updated notice on regulations, policies, decisions, set of conditions and terms on provision and use of services of SSV.
 - e. Other relevant notices;
- 7.2 **Notification Methods:** The Client agrees that SSV may notify the Client either directly or through a third-party service provider that the Client has registered to use, or via SSV's system, which generates and sends notifications to the Client through one of the following methods:
- a. making a call to the Client's phone number
 - b. sending SMS messages, sending notification to the Client's email address or via online messaging services,
 - c. sending a letter by post to the Client's permanent/ contact address
 - d. sending a notice to the Client's online trading account,
 - e. delivering directly to the Client;
 - f. posting/publishing on SSV's website and listing at SSV's trading locations.
- For clarification, the Client's phone number, Zalo account, email address, permanent/ contact address is provided by the Client and registered on the first page of the Contract or has been changed in accordance with the regulations of SSV.
- 7.3 The Client is obliged to maintain a continuous and smooth connection with the Client's phone number, email address, and contact address with SSV; and updating subscribe to SSV as soon as changes arise. In case of failure to properly and fully comply with this regulation, the Client must bear all the loss/ damage caused.
- 7.4 Notice sent by SSV and received by Client when one of the following conditions is met:
- a. Immediately upon the information appearing on the Website and/or at SSV's trading locations;
 - b. Immediately upon the Client or the Client's legal representative confirming receipt;
 - c. Immediately upon SMS messages and instant messaging application messages being updated with a status of successfully sent;
 - d. Immediately upon the notice being sent by email to the Client's email address;
 - e. Immediately upon the notice being posted to the Client's online securities trading account;
 - f. Immediately upon the fax transmission signal confirming successful delivery;
 - g. Immediately upon the system signal of SSV indicating that the message has been dispatched;
 - h. Upon direct delivery to the Client;
 - i. Upon postal mail delivery, provided that the mail is not returned.
- 7.5 In case the Client fails to perform or performs improperly and incompletely the provisions of Clauses 7.1, 7.2 và 7.3 of this Article, leading to the Client not receiving or late receiving the notice from SSV, these reasons are not the grounds for (i) SSV to delay taking necessary acts or (ii) Client to delay performing its obligations

under the Contract. For clarification, the Client is solely responsible for any damage or loss arising from or in connection with the failure to receive or delay in receiving notices due to non-compliance.

Article 8. Other General Terms

8.1 Commitment of voluntary entering the contract.

The Client and SSV acknowledge that they have carefully considered the Contract in entirety, fully understand their rights, obligations and benefits, the meaning and legal consequences of entering into the Contract, the two parties are responsible before the law on the following commitments:

- a. The information of the parties in the Contract is true;
- b. Having carefully reviewed, understood content of the Contract, knew well about buying/selling securities
- c. The signing of the Contract is completely voluntary, without deception or coercion;
- d. The Client commits that he has been advised and clearly explained by SSV about the risks and losses incurred when performing margin securities transactions if the Client opens a margin trading account and agrees to accept such risks when signing the Contracts; including but not limited to the risks of securities price fluctuations, the enforcement of collateral asset handling measures, and the delisting of securities from the margin trading list, risks arising from online transactions, other unforeseeable risks
- e. To properly and fully perform all agreements and commitments stated in the Contract.

8.2 Each party undertakes to keep all information obtained from the Contract confidential, and will not disclose it to any other third party, except in the following cases:

- a. One party discloses information with the consent of the other party;
- b. SSV is allowed to disclose information of the Contract and Client's information including personal information, information related to transactions and trading accounts with (i) parent company, (ii) affiliates in Shinhan group, (iii) partner is a bank, audit unit or a third party that connects and cooperates in providing services for SSV so that SSV can provide, maintain and improve services for Client; or (iv) receiving party of collateral is account or securities in account of the Client's that SSV provides the service of blocking, releasing and handling the Collateral as agreement.
- c. A party must disclose information as required by law or a competent state agency. The confidentiality provisions in this Article will continue to be effective after the Contract terminates.

8.3 Either party may not assign the rights and obligations set forth in the Contract to any other person without the written consent of the other party. SSV is allowed to transfer the Contract to a third party due to consolidation, merger, or other circumstances without changing the rights and obligations of the Client after giving written notice to the Client.

8.4 No Party shall be deemed to be in breach of the Contract or held liable to the other Party in the event that such breach or liability arises from force majeure events beyond that Party's reasonable control, provided that the Parties are required to perform their obligations in accordance with customary practice as promptly and to the extent possible.

8.5 In case a change in law makes one or some provisions of the Contract invalid, the remaining provisions will still be valid, two parties commit to continue to perform.

8.6 The separate registrations for each service of SSV that Client registers to use in the Contract may be updated and changed at the discretion of SSV from time to time. After being published/posted on the website www.shinhansec.com.vn of SSV and notified to the Client, new terms and conditions will prevail and supersedes the previous.

8.7 The contract is understood, interpreted and applied in accordance with the laws of Vietnam. Any dispute arising out of or in connection with the Contract shall first be resolved by negotiate. If conciliation cannot be negotiated, either party has the right to bring the dispute to a competent court under Vietnamese law.

8.8 The Contract takes effect from the date of signing.

PART II - TERMS AND CONDITIONS FOR SECURITIES TRADING ACCOUNT

Article 9. Opening and using Securities trading account for trading securities

- 9.1 By signing the Contract, the Client requests SSV to open a Securities trading account with the Client's name at SSV.
- 9.2 SSV provides services under the Contract including:
- a. Opening securities trading account
 - b. Depositing securities, execute the legal rights attached together the securities owned by the Client;
 - c. Managing the Client's money in Securities trading account when the Client registers to use the dedicated account ("General Account") of SSV to separately manage the Client's deposited money for securities trading at SSV;
 - d. Managing the Client's securities in securities trading account;
 - e. Placing the securities trading orders as the Client's request, providing the channels of order confirmation (according to SSV's regulations from time to time), trading results and deposit balance statement (applicable to the Client using General Account), securities balance or statement of securities balance upon the Client's request.
 - f. Clearing settlement for securities transactions arising on securities trading account;
 - g. Other services as prescribed by law and as agreed between the two parties.

Article 10. Regulations on account balance for securities trading

- 10.1 The Client must have a sufficient balance of money in the Client's securities trading account at SSV or the payment deposit account for securities transactions registered and linked to the corresponding securities trading account (comprising IIA/DDA depending on Client's residency status, hereinafter collectively referred to as "SSTA" account) corresponding to 100% of the value of the securities at the time the Client places a buy order, plus trading fee(s) incurred for the buying transaction.
- 10.2 The Client has a sufficient balance of securities corresponding to 100% of the selling volume of securities at the time the Client places a selling order.

Article 11. Interest on the cash balance

The Client using General account are entitled to receive deposit interest on cash balance at the deposit rate determined by SSV from time to time

Article 12. The Client's authorization for SSV on securities trading account

The Client agrees to authorize SSV to perform the following tasks:

- 12.1 In case the Client uses General Account
- a. Access to the Client's trading account to check the cash balance when Client places a buying order.
 - b. Automatically deduct money from the Client's trading account to pay for the matched transactions, along with trading fees and other arising fees in accordance with SSV's regulations and taxes (if any) right after the payment obligation of the Client arise in accordance with regulations of SSV or the competent regulatory agency.
 - c. Automatically block the volume of securities that the Client places selling orders and automatically transfer the securities of the Client to settle for the matched selling orders.
 - d. Receiving the securities selling money to record the amount in the Client's securities trading account.
- 12.2 In case the Client uses the Client's SSTA account:

- a. Request the affiliated bank to provide information and confirm the Client's solvency for securities buying transactions when the Client places a buying order and request the affiliated bank to block an amount on the Client's current account corresponds to 100% of the securities value that the Client places the buying order plus fees and taxes.
- b. Request the affiliated bank to deduct money from the Client's bank to pay for the matched securities transaction, together with transaction fees and other arising fees as prescribed by SSV and taxes (if any) right after the Client's payment obligation arises according to the regulations of SSV or Competent state agency.
- c. Automatically block the securities volume that the Client places selling-orders and automatically deduct the securities volume of the Client to settle for the matched selling orders.
- d. Provide information on the Client's securities trading account including individual information, account information, money balance, securities, account statement and information related to trading activities on the Client's securities trading account to the affiliated bank where the Client opens SSTA account.

Article 13. Rights and obligations of the Client

13.1 Possess and exercise the owner's rights to:

- a. Securities and other lawful rights and interests arising from securities deposited at SSV;
- b. Money and other legitimate rights and interests arising from money deposited at SSV (applicable to Client using General Account).

13.2 Other rights and obligations mentioned in Part I of the Contract and in accordance with the law.

Article 14. Rights and obligations of SSV

14.1 Allowed to deduct money on the Client's securities trading account (for Client using General account) or request the affiliated bank to deduct money on the Client's SSTA account to pay related fees on the last working day of the month or another day decided by SSV and notified to the Client. If the Client's securities trading account does not have enough money to pay, SSV is entitled to charge interest on the outstanding amount.

14.2 In case the Client is unable to make payment on time, SSV has the right to block a securities balance with value equivalent to the payment obligation in the Client's trading account and sell the blocked securities balance to clear the debt if the Client fails to fulfill payment obligations on time as notified by SSV.

14.3 Perform securities transactions according to the Client's orders.

14.4 Manage money balance of the Client using General account for paying securities transactions.

14.5 Manage the Client's securities balance in the securities trading account and VSDC.

14.6 Other rights and obligations mentioned in Part I of the Contract and in accordance with the law.

14.7 To use the Client's personal information provided by its affiliate(s) to open the trading account when the Client registers and is entitled to notify the Client of the account opening result through the affiliate(s).

PART III - TERMS AND CONDITIONS OF USING MARGIN TRADING SERVICE

(The margin trading service stated in Article 15 to Article 25 is not applicable to foreign investors)

PART IV. TERMS AND CONDITIONS OF USING OPENED – ENDED FUND CERTIFICATE TRADING SERVICE

Article 26. Definition of terms

For the terms and conditions for trading in open-end fund certificates in this Part IV, the following phrases shall have the following meanings:

- 26.1 “Fund” refers to Open-ended Funds whose fund certificates have been publicly offered, managed by Fund Management Companies, and distributed by SSV as a Distribution Agent. The Funds distributed by SSV may be substituted/ supplemented from time to time.
- 26.2 Fund Certificate Transaction means any transaction of subscription, redemption, or conversion of Fund Certificates distributed by SSV in the capacity of Distribution Agent.
- 26.3 Fund Certificate Trading Account means a sub-account under the Securities Trading Account that the Client has opened with SSV.
- 26.4 Order Placement Date means the business day immediately preceding the Transaction Date.
- 26.5 Order Book Closing Time means the final point in time at which the Distribution Agent receives Fund Certificate transaction orders from the Client for execution on the same Transaction Date.
- 26.6 Transaction Date means the date on which the Fund Management Company, on behalf of the Fund, carries out the issuance, redemption, conversion, and/or transfer of Fund Certificates from the Client in accordance with the fund certificate transaction mechanism.

Article 27. Regulation on Fund certificate transactions

- 27.1 The Client shall invest in and conduct Fund Certificate Transactions within the scope permitted under the Fund Charter, the Prospectus, and other relevant documents applicable to the Fund Certificates being transacted by the Client.
- 27.2 When placing Fund Certificate Transaction orders via the online trading method, the Client shall be deemed to have read, understood, and accepted the Terms and Conditions governing the online trading service.
- 27.3 The Client shall be responsible for complying with the provisions of law and the regulations of SSV relating to Fund Certificate Transactions.
- 27.4 The Client’s Fund Certificate Transaction orders must comply with and adhere to the applicable laws and the regulations of the Fund Management Company governing the Fund Certificates being transacted by the Client.
- 27.5 A subscription order for Fund Certificates shall be deemed an Accepted Subscription Order once the subscription application has been approved by the Transfer Agent and the Supervisory Bank has confirmed receipt of full payment.
- 27.6 A redemption order for Fund Certificates shall be deemed an Accepted Redemption Order when the number of Fund Certificates registered for redemption has been confirmed by the Transfer Agent as being owned by the Client or the nominee placing such redemption order, and there are sufficient Fund Certificates available for redemption in accordance with the Fund Charter or the Prospectus.
- 27.7 The Client may perform a fund conversion if the Fund Management Company manages two or more Funds having the same Transfer Agent, as stipulated in the Fund Charter and/or the Prospectus of the Funds. A conversion order, whereby Fund Certificates of one Fund are redeemed to subscribe for Fund Certificates of another Fund, shall be deemed an Accepted Conversion Order when the number of Fund Certificates registered for redemption has been confirmed by the Transfer Agent as being owned by the Client placing such conversion order. Such conversion order shall simultaneously be deemed an Accepted Redemption Order corresponding to the number of Fund Certificates submitted for conversion.

Article 28. Risk disclosure in fund certificate investment

The Client fully understands and accepts all potential risks associated with investing in Fund Certificates and hereby undertakes to bear sole responsibility for any risks, losses, costs, or damages arising from the Client’s Fund Certificate Transactions, including but not limited to the following risks:

- 28.1 **Price Volatility Risk:** This risk arises when the price of Fund Certificates (NAV/Fund Certificate) fluctuates in line with market movements. Consequently, the value of the Fund Certificates or the amount received by the Client upon redemption may decrease compared to the initial investment amount;

- 28.2 **Liquidity Risk:** This risk arises when the Fund encounters difficulties in executing investments or converting investment assets into cash due to limited liquidity in the market;
- 28.3 **Market Risk:** This risk arises from fluctuations in macroeconomic factors such as interest rates, exchange rates, prices of goods and services, competition, and others, which may adversely affect the equity market, the fixed-income market in general, and the Fund's investments in particular;
- 28.4 **Settlement Risk:** The Fund Management Company may only execute a part of the Client's redemption order, and in the event that the Fund is unable to carry out redemptions while the Client's objective is to receive cash proceeds (details are specified in the Charter/Prospectus of each Fund);
- 28.5 **Operational Risk:** This risk arises from technical errors, system failures, operational mistakes, human errors during processing, or from insufficient business capital resulting from expenses, investment losses, or other objective causes;
- 28.6 **Legal Risk:** This risk arises when the Fund's investment activities are affected by changes in laws or regulations imposed by competent authorities.

Article 29. Client's commitments

- 29.1 When the Fund Certificates distributed by SSV are replaced/supplemented from time to time, the Client simultaneously accepts the Terms and Conditions applicable to such replaced/supplemented Fund Certificates.
- 29.2 When conducting Fund Certificate Transactions, the Client acknowledges having been provided with full access to all necessary documents relating to the Fund Certificates, including but not limited to the Fund Charter, the Prospectus, the Summary Prospectus, the investment objectives and policies, the risk factors, the applicable fees of the Fund(s) (if any), and other documents relating to the Fund.
- 29.3 The Client declares and agrees that the Client's Fund Certificate Transaction orders shall be executed in compliance with the regulations of VSDC and the applicable laws (as amended from time to time) governing the Fund Certificate Transactions placed by the Client.
- 29.4 The Client agrees that the Client's data may be provided at the request of competent authorities or as permitted by applicable laws. Such data may be used for purposes of account administration, anti-money laundering, counter-terrorism financing, tax verification when necessary, as well as for the development of sales and marketing activities of the Fund Management Company's products.
- 29.5 The Client shall be responsible for making fully and timely payment of all fees and charges applicable to the relevant Funds as prescribed by the Fund Management Company and/or SSV from time to time. SSV shall also withhold taxes in accordance with applicable laws.
- 29.6 The Client shall be responsible for ensuring that the funds used for investing in Fund Certificates are lawful, transparent, and fully compliant with the applicable legal requirements for the purpose of Fund Certificate investment.

PART V. TERMS AND CONDITIONS FOR DERIVATIVES TRADING SERVICE

ARTICLE 30: DEFINITIONS

In this Derivatives Trading Account Opening Contract (this "Contract"), the following terms/phrases shall be construed as follows :

- 30.1 **Derivatives** means financial instruments in the form of contracts, including:
- Futures contracts (including but not limited to stock index futures and government bond futures);
 - Option Contracts,,
 - Forward Contracts,
 - Other derivatives as guided by the Ministry of Finance and prevailing legal regulations.
- 30.2 **Settlement Price** means the matched price of Derivatives trading via the trading system of the Stock Exchange .
- 30.3 **Daily Settlement Price** means the price determined by VSDC at the end of a trading day to calculate the daily profit/loss of positions.

- 30.4 **Final Settlement Price** means the price determined by VSDC on the last trading day to determine the payment obligation upon contract execution.
- 30.5 **Margin** means the act of the Client depositing a sum of money or securities accepted by SSV as collateral to secure their payment obligations for derivatives trading .
- 30.6 **Initial Margin (IM)** means the minimum margin level that the Client must deposit into the margin account before conducting derivative securities transactions, at a ratio or level prescribed by SSV in accordance with the Law
- 30.7 **Maintenance Margin** means the total margin value that the Client is obliged to deposit to maintain the positions corresponding to the Client's trading account
- 30.8 **Additional Margin Requirement (Margin Call)** is a request by SSV to the Client to top up the Margin Account when the Client's derivatives account fails to meet the Margin Asset Utilization Rate and/or when the balance on the Margin Account is lower than the required maintenance amount as prescribed by SSV from time to time.
- 30.9 **Margin Asset Utilization Rate** is the ratio between the Maintenance Margin Value required by SSV and the total value of Eligible Margin Assets.
- 30.10 **Cash Margin Ratio** is the ratio of the value of Cash Margin Assets to the total value of assets required for margin.
- 30.11 **Position Limit** is the maximum number of futures contracts having the same underlying asset but different expiry months that the Client is permitted to hold on each derivatives trading account.

ARTICLE 31: CONTENT AND SCOPE OF CONTRACT

In accordance with the terms and conditions of the Contract, the Client requests and SSV agrees to perform the following:

- 31.1 Open 01 (one) Derivatives Trading Account for the Client;
- 31.2 Provide online services for the Client's derivatives trading transactions.
- 31.3 Manage the Client's Derivatives Trading Account;
- 31.4 Execute orders to buy/sell derivatives and/or other trading instructions upon the Client's request and provide statements and Notices of derivatives trading results to the Client;
- 31.5 Perform clearing and settlement with the Vietnam Securities Depository and Clearing Corporation (VSDC) on behalf of the Client;
- 31.6 Manage positions, margin assets, and underlying assets for transfers; perform daily mark-to-market (profit/loss accounting) of positions; and execute the Contract.
- 31.7 Other services/utilities according to the Client's needs, consistent with SSV's capabilities from time to time and in compliance with legal regulations.

ARTICLE 32: MARGIN AND TRADING

- 32.1 **Initial Margin:** Prior to executing derivatives transactions, Customers are required to provide full initial margin in cash and/or eligible securities accepted by SSV. The margin value must simultaneously satisfy the Initial Margin Ratio and the Minimum Cash/Securities Ratio as mandated by SSV from time to time, while remaining commensurate with the Customer's expected transaction value.
The margin assets must be under the legal ownership of the Client, not subject to prohibition or restriction on transfer, and not subject to donation, inheritance, capital contribution, or used as security for any other obligations; and must be free from disputes or potential disputes regarding ownership.
- 32.2 **Maintenance Margin:** Throughout the term of the Contract, the Client commits to maintaining the Margin Asset Utilization Rate in accordance with SSV's regulations at any given time and in compliance with the provisions of the law.
- 32.3 **Monitoring of Margin Asset Utilization Rate:** SSV monitors the margin asset utilization ratio on Customers' derivatives trading accounts on a real-time basis. This monitoring is conducted in accordance with SSV's

regulations from time to time, ensuring strict compliance with the margin utilization thresholds mandated by VSDC

When the Client's Margin Asset Utilization Rate violates the thresholds prescribed by SSV at the end of the morning trading session and/or the end of the afternoon trading session and/or during the trading session (if deemed necessary), SSV shall notify the Client via one or several trading notification channels or notifications related to the account registered by the Client. The Client is responsible for topping up margin assets accepted by SSV via the method and within the time limit notified by SSV to ensure the margin asset utilization ratio on Customers' derivatives trading account

32.4 Principles for placing buy orders on the Trading Account:

- When placing trading orders and opening positions, the Client must ensure that the derivative margin balance is not lower than the required maintenance margin level. The derivative margin balance is determined based on cash and/or margin securities available in the margin account at the time the Client places the order.

- Based on the matching results, at the end of the day SSV will send the Client a Daily Trading Result Notice through one of the methods specified in Clause 7.1 of the Contract.

32.5 The Client may place buy/sell orders for derivatives via methods such as direct order placement at the counter, electronic trading methods or other methods approved by SSV from time to time.

32.6 The Client must ensure compliance with Position Limits when trading derivatives in accordance with SSV's regulations and applicable laws. Any derivatives transaction executed by the Client that causes the position held in the Client's trading account to exceed the permissible position limit under the regulations of VSDC shall be considered a violation. In such cases, SSV has the right to implement measures as prescribed in Article 36.

ARTICLE 33: POSITION LIMITS, AND EXECUTION OF FUTURES CONTRACTS

33.1 Maintenance of Position Limits

Throughout the term of the Contract, the Client commits to strictly complying with the regulations on Position Limits prescribed by SSV from time to time and in accordance with legal regulations. SSV shall notify and apply necessary measures when the Client violates Position Limits.

33.2 Performance of Futures Contracts

a) Throughout the term of the Contract, the Client commits to fully paying all payment obligations arising from holding positions on the Derivatives Trading Account, including: payment of daily position losses and contract settlement payments in accordance with SSV's regulations and in compliance with legal regulations.

b) In the event the Client becomes insolvent regarding the settlement of Government Bond Futures Contracts (unable to prove solvency, insufficient funds for payment, or insufficient bonds for delivery), the Client is responsible for paying compensation in accordance with the regulations of the VSDC and/or SSV from time to time.

33.3 In the event the Client violates the obligations prescribed in Clauses 33.1, 33.2 of this Article, SSV shall send a notification to the Client via the methods prescribed in Article 7 of the Contract. The Client has the obligation to deposit additional margin/perform Futures Contract settlement payments within the time limit requested by SSV according to the most recent notification ("Payment Deadline"). The Client must perform obligations via the following forms:

a) Deposit/Additional margin in cash;

b) Deposit/Additional margin in securities included in the list prescribed by SSV;

c) Execute offsetting transactions to partially close open positions. Deposit/Additional margin in other types of assets in accordance with SSV's regulations and the law from time to time. Other measures depending on each product and each type of obligation in accordance with legal regulations. Upon the expiration of the Payment Deadline, if the Client fails to fully perform the obligations, any unfulfilled obligations shall be considered the Client's Debt, and SSV shall implement handling methods according to Article 36 of the T&C.

ARTICLE 34: RIGHTS AND OBLIGATIONS OF THE CLIENT

34.1 Exercise the legal rights of the account holder and receive benefits related to and arising from the cash and securities in the Derivatives Trading Account in accordance with legal regulations;

- 34.2 Be notified by SSV of the results of derivatives transactions for which the Client placed buy/sell orders;
- 34.3 Receive interest on the cash margin balance for derivatives trading according to the interest rate prescribed by SSV from time to time.
- 34.4 The Client is entitled to withdraw position profits and profits from the settlement of open positions upon maturity after fully paying all obligations to SSV;
- 34.5 Provide full and truthful information and be responsible for the authenticity of the Client's information as requested in the Contract; and have the obligation to update/notify SSV immediately upon the occurrence of relevant changes. In the event the Client fails to update or notify SSV of the change in information, SSV shall deem that all information remains unchanged and the Client shall bear all responsibility, risks, or damages related to the change of information without notifying SSV;
- 34.6 Comply with the trading methods prescribed in Article 32 consistent with the regulations on derivatives trading issued by SSV from time to time;
- 34.7 Throughout the term of the Contract, the Client ensures to maintain cash and/or margin securities to execute derivatives transactions; pay daily position losses on time as prescribed, additional cash and/or margin securities into the Margin Account upon SSV's request consistent with Vietnamese laws from time to time;
- 34.8 Pay brokerage fees, other fees as prescribed by SSV, taxes, and other financial obligations related to derivatives trading (if any) in accordance with the law;
- 34.9 Pay all fees and late payment interest to SSV when the Client fails to pay daily position losses or fails to additional any required additional margin on time as notified by SSV;
- 34.10 Authorize SSV to deduct money from the derivatives trading deposit account to pay fees, perform personal income tax payment obligations, late payment interest, and/or other financial obligations (if any) in accordance with legal regulations; Authorize SSV to have full discretion to handle margin assets, open positions on the Derivatives Trading Account, and other assets on the standard trading account and margin trading account when the Client fails to fulfill payment obligations for derivatives transactions or when violating obligations without timely remedy as prescribed in Article 36 of the Contract.
- 34.11 Strictly comply with and implement SSV's instructions and regulations related to the use of the Derivatives Trading Account and derivatives buying/selling transactions;
- 34.12 Fully and completely indemnify SSV for all damages arising from the Client's violation of any terms of the Contract and/or the Client's transactions causing any loss or damage to SSV when SSV has executed according to the orders and instructions of Client as prescribed in the Contract.

ARTICLE 35: RIGHTS AND OBLIGATIONS OF SSV

- 35.1 Be entitled to fees for services provided to the Client according to the fee schedule issued by SSV from time to time. This service fee amount, taxes, and other fees, late payment interest (if any) incurred shall be automatically deducted by SSV from the Client's Trading Account.
- 35.2 Execute securities buying/selling upon the Client's valid request; Record increases or decreases in cash and securities on the Trading Account and/or Margin Account to execute relevant transactions;
- 35.3 Be responsible for the confidentiality of information related to the Client and not disclose it to any third party, except with the Client's consent, or in accordance with legal regulations, or according to another agreement/contract signed between SSV and the Client;
- 35.4 Notify trading results to the Client at the end of the trading day via one or several methods prescribed in Article 7 of the Contract.
- 35.5 Refuse/restrict the execution of the Client's requests or trading orders if it is found that such request or order does not fully meet the conditions regarding margin, Margin Asset Utilization Rates, and/or violates/poses a potential risk of violating Vietnamese legal regulations, regulations of competent management agencies, and SSV.
- 35.6 Have full discretion to handle margin assets, open positions on the Derivatives Trading Account, and other assets on the Securities Trading Account and Margin Trading Account to handle cases where the Client fails to fulfill payment obligations for the Client's derivatives transactions.

- 35.7 Have the right to unilaterally change the list of securities accepted for margin, cash margin ratio, initial margin rate, derivatives trading account ratio (safety ratio, handling/force sell ratio...), position limits, payment deadlines, other margin rates applicable to derivatives trading, deposit interest rates, late payment interest... and related fees from time to time.
- 35.8 Depending on the time, SSV has the right to suspend or cancel the application of securities trading order placement methods prescribed in Article 32 of the Contract. SSV has full discretion to decide on the conditions for executing securities trading order placement according to the methods prescribed in Article 32 of the Contract such as: order receiving time, trading volume, transaction value, and other conditions that SSV deems necessary to apply.
- 35.9 SSV is entitled to cease providing all services related to derivatives trading under the Contract on the intended termination date of the Contract and proceed to settle the Client's Debit Balance on the Derivatives Trading Account according to the notice of Contract termination. The Client's remaining assets on the Derivatives Trading Account, after SSV has finished handling the Client's obligations according to the regulations in the notice of Contract termination, shall be transferred back to the Client's standard securities trading account;
- 35.10 In the event SSV is unable to perform Derivative Securities brokerage operations, SSV has the right to transfer the Client's trading account to another Trading Member. Before transferring the Client's trading account to another Trading Member, SSV shall notify the Client at least five (05) working days in advance.

ARTICLE 36: EVENTS OF DEFAULT AND REMEDIES

36.1 Events of Default:

The Client shall be deemed insolvent in the following circumstances:

- a. The Client violates the Margin Asset Utilization Rate regulations stipulated in Article 32 of the Contract and fails to remedy the violation in a timely manner upon SSV's request.
- b. Cases where SSV has reasonable grounds to believe that the Client has breached any obligation under the Contract and fails to remedy such breach within the period required by SSV.
- c. Other cases as prescribed by law, such as:
 - The Client's assets are subject to enforcement measures in accordance with the law;
 - Any license related to the Client's business operations is revoked, cancelled, suspended, or terminated without renewal, and such revocation, cancellation, suspension, or termination materially affects the Client's commitments under the Contract ;
 - The Client becomes bankrupt, falls into a state of insolvency, or has initiated bankruptcy proceedings;
 - The Client dies, is declared dead by a Court, goes missing, or falls into a category of subjects restricted from derivatives trading ;
 - In the event of any occurrence where SSV perceives that the Client is incapable of repaying the settlement amount for Derivatives Trading, such as: concealing, selling, liquidating, or transferring all or part of the Client's assets, or signing any contract/agreement with the Client's creditors intended to repay or compromise any debt with the Client;
- d. With respect to Government Bond Futures Contracts: The Client shall be deemed insolvent if unable to demonstrate payment capability, lacks sufficient funds for settlement, or fails to deliver the required bonds on the settlement date as prescribed.

36.2 Remedies:

At any time, upon the occurrence of any Event of Default stipulated in the Contract which has not been remedied or handled in a timely manner upon SSV's request, the Client automatically acknowledges that SSV has the full right to apply all of the following remedies, in addition to other remedies under the law, without requiring any further consent from the Client;

- a. Suspend trading on the Client's Derivatives Trading Account;

- b. Prohibit the opening of new positions, except for offsetting transactions to close positions and/or require the Client to additional margin assets to reduce the Margin Usage Ratio in the event the Client violates the ratio on the derivatives trading account;
- c. Execute the partial or full closing of positions on the Derivatives Trading Account and/or sell securities in the Underlying Securities Account and/or Margin Account belonging to the Client's Securities Trading Account opened at SSV through any measure or procedure SSV deems appropriate to remedy the Events of Default and recover the Client's obligations at SSV (if any); The Client accepts the possibility of an increase in the debit balance on the margin account, as well as interest and reasonable fees arising from SSV's implementation of this measure;
- d. Collect late payment interest in accordance with SSV's regulations for cases where the Client breaches payment obligations as stipulated in this Article, at the late payment interest rate announced by SSV on its website from time to time;
- e. Sell or collect any other existing assets of the Client or proceeds from pending sales that may be advanced on the Derivatives Trading Account, Underlying Securities Trading Account, and/or Margin Trading Account and other assets participating in services provided by SSV;
- f. Require the Client to use all assets and other sources of income to pay all of the Client's obligations at SSV. In the event that after applying all remedies mentioned in this Article 36.2, the amount is still insufficient to cover the Client's obligations, the remaining unpaid amount shall be recorded as the Client's overdue debt, and the Client is responsible for continuing to pay SSV along with fees and penalties (if any) related to this debt in accordance with the Contract or a separate notice sent by SSV to the Client (if agreed upon by both Parties). The total outstanding debt payable notified by SSV to the Client through the notification methods stipulated in the Contract shall be deemed accurate, reconciled, and accepted by the Client and SSV, unless the Client has clear evidence of a calculation error.
- g. Any other remedies consistent with the provisions of the law.
- h. Initiate or implement any legal proceedings that SSV deems necessary to protect SSV's rights and interests.

ARTICLE 37: CLIENT'S COMMITMENTS AND WARRANTIES

- 37.1 The Client undertakes that the Client is not a subject restricted from derivatives trading under the provisions of law.
- 37.2 The Client automatically acknowledges that Derivatives Trading is a high-risk transaction due to price volatility of the Derivative Securities and the volatility of the underlying securities. A small fluctuation in the Derivative Securities may also result in the Client losing the entire amount available in the Derivatives Trading Account. The Client commits that SSV shall be released from liability regarding any claims or lawsuits related to any losses or damages incurred by the investor due to price fluctuations of the derivative securities.
- 37.3 The Client acknowledges that placing securities buy/sell orders through electronic trading methods always entails potential risks due to system errors, force majeure situations, or errors caused by any third party. The Client commits to accepting all losses or damages arising from such risks; simultaneously, the Client waives all rights to complain, file lawsuits, or initiate any legal proceedings against SSV in all cases where risks arise from the connection system of any third party with SSV during the transaction execution process.
- 37.4 The Client commits to strictly complying with SSV's instructions and regulations regarding the use of the Derivatives Trading Account, Margin Account, and/or conditions for executing securities buy/sell transactions via methods announced by SSV from time to time.
- 37.5 Information regarding changes in the List of Marginable Securities, Cash Margin Ratio, Initial Margin Ratio, Margin Asset Utilization Rate, Position Limits, settlement deadlines, other margin ratios applicable to derivatives trading, deposit interest rates, late payment interest, penalty rates for violations, various fees related to SSV's derivatives services from time to time announced by SSV on its website and/or at SSV's transaction locations. The Client agrees that, at and after the time of signing the Contract, the aforementioned information

shall have legal validity and be an inseparable part of the Contract, consistent with the regulations in this Article.

- 37.6 The Client agrees to and approves the transaction fee schedule, other fees, late payment interest... announced by SSV on its website from time to time.
- 37.7 The Client agrees that SSV has full discretion to immediately execute the disposal of margin assets and close open positions on the Derivatives Trading Account without depending on the Client's commitment regarding obligations with any third party upon the occurrence of the events specified in Point e, Clause 1, Article 36. The Client's remaining assets on the Derivatives Trading Account after settling obligations shall be handled in accordance with the law.

ARTICLE 38: RISK HANDLING IN EVENT OF SSV'S INSOLVENCY

In the event that SSV becomes insolvent, or is suspended, temporarily halts operations, dissolved, or bankrupt, the Client's margin assets shall only be used to fulfill financial obligations arising from the Client's Derivatives Trading. The remaining assets after the completion of the Client's obligations shall be returned to the Client by SSV .

PART VI. TERMS AND CONDITIONS FOR ONLINE TRADING SERVICE AND OTHER SERVICES

Article 39. Using of Online trading services

- 39.1 By registering for the online trading services and other services in Part V of the Contract, the Client requests SSV and SSV agrees to provide online trading service and the services will be effectively applied to all trading accounts that the Client has opened at SSV.
- 39.2 SSV will regulate and/or amend specifically contents of services that SSV considers reasonable from time to time and publicized these contents on SSV's website.
- 39.3 The Client is entitled to register to use online trading service and other services that SSV is supplying or is going to supply in the future in the forms that SSV regulates from time to time. After successful registration, the Client has the right to use the services and automatically accepts the binding terms and conditions are regulated for the services are registered by the Client.
- 39.4 Supplying online trading service of SSV and using online trading service and/ or executing the online transactions of the Client are regulated by the terms of the Contract, related commitments that the Client has signed with SSV and/or terms, methods, specified trading regulations are guided and notified directly by SSV to the Client or published on its website.

Article 40. Terms definition

- 40.1 Trading online services are the transaction related to securities, money, trading orders, Client's information, services registration on trading account that transactions (i) are executed suitable for the services; and (ii) through out online media, includes but not limited by telephone, fax, internet, SMS, email, web-chat and other online medias.
- 40.2 Online trading service is the services provided by SSV to the Client from time to time for making online transactions.
- 40.3 Receiving SMS service is the chargeable service provided by SSV to Client from time to time for receiving messages related to the trading account information, information about products, features...for Client had registration to use the service.
- 40.4 The service of receiving SSV's News via e-mail and live-watch on website (www.shinhansec.com.vn) is the service provided by SSV from time to time for the Client to receive emails related to trading account information, SSV's analysis newsletter, access SSV's analysis data center, information about products, features... for Client had registration to use the service.
- 40.5 System is the system established by SSV to execute online transactions, including software programs, utilities, the application is installed at the subdomain address of the main domain <http://www.shinhansec.com.vn> (specifics will be announced by SSV) or telephone system, tablet, fax, email...of SSV.

- 40.6 Login password is password to verify the Client when accessing into online trading system.
- 40.7 Trade password is password used by the Client to verify before executing an online transaction. Trade password exist under two forms:
 - a. One time password (OTP): only effective for one trading at a certain time of a specific Client, and will cancel automatically in a certain time;
 - b. Static password: is established and supplied to the Client by SSV, in effect until the Client has request SSV to make changes.
- 40.8 Online document is information related to the execution of the Client's request of money transaction and securities transaction, created, sent, received and stored when using Online trading service and/or performing online transactions.

Article 41. Risks arising from online transaction

The using of online trading service and/or executing online transactions always presents potential risks due to the failure of system or any other third party. The Client commits to accept all risks, losses or any other arising damages when using online trading service and/or executing online transactions due to system error, error of any third party or due to actions, manipulations of the Client affect to the using of online trading service and/or executing online transaction, including but not limit the risks below:

- 41.1 Technical errors arising from hardware and software system;
- 41.2 The connection line from SSV to Stock Exchanges is disconnected due to reasons from the supplier;
- 41.3 Causes due to Force Majeure events affecting the system such as: natural disasters, earthquakes affecting the hardware system;
- 41.4 The risk of downtime of the network system due to traffic congestion (domestic and international);
- 41.5 Computers may be infected with viruses or network attacks that stop information exchange activities in the computer network;
- 41.6 Error in infrastructure software such as operating system, virtualization software due to manufacturer's cause;
- 41.7 Trading orders may be suspended, paused, delayed, or have data errors;
- 41.8 The identification of organization or investors may be mistaken or incorrect;
- 41.9 Price board and other information of securities may contain errors or misrepresentations or there may be delays due to objective reasons;
- 41.10 Corporate news and information posted on SSV's website, or SSV's online trading systems are quoted from Stock exchanges and official news providers for SSV;
- 41.11 Possible risks of authentication methods the trading orders placed for investors.

Article 42. Service supplying time

- 42.1 SSV will supply the continuous online trading service.
- 42.2 Time of providing online trading service related to buying/selling/cancelling transactions shall comply with the trading regulations of Stock Exchanges from time to time.
- 42.3 Time of stopping supply the online trading service due to maintenance, upgrade the system or according to request of the competent state authorities will be advance notified on website, email, SMS or other communication channels of SSV.

Article 43. Confidentiality obligations

- 43.1 The confidentiality responsibility of Client
 - a. Being responsible for keeping confidentiality login password, trade password and bearing all damages, losses rising due to login password, trade password are revealed under any forms or any reasons.

- b. In case the Client discovers that the above confidential information may no longer be under his/her sole control, it should immediately notify SSV and follow SSV's instructions.

43.2 SSV's confidentiality responsibility

- a. Confidentiality and retention of Client's information (login account/login password, trading information and all other information of the Client) except for the case of SSV provides the information to a third party collaborating with SSV to deliver the services that the Client has registered to use, or provides information as required by competent authorities or in accordance with law
- b. Support the Client to re-set the login information when the Client request.

Article 44. Commitment of the Client

- 44.1 Commitment to have carefully read, understood and strictly followed the guidances of using Online trading service and/or performing online transactions provided by SSV directly to the Client or published on SSV's website ("Public Guidance"). SSV does not accept any responsibility for online transactions that fail for any reason or for any damages that occur when the Client fails to strictly follow the instructions.
- 44.2 The trade password appearing in PIN code/ CCPIN code has the same legal validity as the Client's electronic signature ("Electronic Signature"); Online documents initiated and/or confirmed and sent by the Client with electronic signature; and the Client's confirmations are sent from the addresses registered in the Contract (email, phone, fax) has the same legal validity as the requests sent directly and validly at SSV's trading counters (order slips, transfer requests, other requests related to the Client's trading account as well as the registration and use the services at SSV).
- 44.3 Agree that any access/transactions to/on Client's trading account by username with correct Login password and trading password or other identifiers provided by SSV to Client is considered as the access of the Client.
- 44.4 Fully provide/register with information related to the Client and promptly notify SSV when there have change in such information, take responsibility for the provided information. The change takes effect only after the Client has received SSV's written confirmation.
- 44.5 Accept that any exchanges sent to or from the email address, telephone, fax or other online media that the Client has registered with SSV is default construed as being sent to or from the Client, has the same value as an Electronic signature.
- 44.6 Full payment of Service fees and other fees in accordance with SSV's regulations has been published/ guided from time to time.
- 44.7 Fully aware and agree to the risks that may arise from Online trading mentioned in Article 32, Part V of the Contract and the Risk disclosure that SSV has provided to the Client or published on SSV's website.
- 44.8 To be responsible for applying all reasonable measures to ensure safety and compatibility for all types of machines, connected devices, system software, application software, etc... used by the Client on connecting, accessing the System in order to control, prevent and prevent the unauthorized use or access of the Online trading service.
- 44.9 Agree authorized SSV is automatically deducted money or recorded debt on the Client's trading account to pay of Service fees and/ or other fees in accordance with regulation of SSV relevant to the using of online trading service and/ or execute trading online of the Client.
- 44.10 Regarding the service of automatic advance money of selling securities, when registering for this service, the Client commits to:
 - a) Agree to SSV has right automatically to deduct money from the Client's trading account or request the affiliated bank that the Client has registered with SSV to deduct money from the Client's bank account to recall the advance value and advance fees according in the current regulation of SSV right after receiving the money of selling securities into account.

- b) Refund to SSV the advance value and advance fees to the refunding date in accordance with regulations of SSV if the matching result of selling order be cancelled the payment according in notifying of VSDC by any reasons.
- c) Refund the outstanding balance in accordance with SSV's regulations immediately upon receipt of SSV's request if the available cash amount in the Client's securities trading account or the Client's current account at Bank are not sufficient to repay the advance value and related fees.
- d) Agree to let SSV has full right and proactively sell any securities on his/her trading account at prices decided by SSV to recall the outstanding balance of the Client if he/she doesn't pay in full and on time the obligated payments in accordance with regulations of SSV relevant to buying/ selling securities transaction and/or advance money of selling securities. The Client takes responsible for paying the outstanding balance as soon as SSV requests when selling securities regulated in this Article still insufficient for SSV to recall the debts.
- e) Does not withdraw the available money in trading account or payment account at bank that the Client has been registering with SSV when he/she has not completed the payment obligations to SSV.

44.11 The Client agrees to that without any limits about quantity and time of the receiving information from SSV under forms of receiving the information due to the Client has registered.

Article 45. Commitment of SSV

- 45.1 SSV does not have any commitment, guarantee or forward preference, to successfully execute online Transactions of any Client when using Online trading service and/or performing online transactions.
- 45.2 For online transactions that SSV, within its control, find suspicious signs, unusual or invalid, SSV may refuse to perform or must re-verify and re-check before performing.
- 45.3 Manage information related to perform the transaction of Client in accordance with law.
- 45.4 Supply, guide and support to Client use Online trading service and/ or execute online transaction, publish applicable fees.
- 45.5 Advance notice to the Client in case of stopping, pausing, amending/ editing/ replacing to supply a part or whole online trading service, changing the applicable terms when register to use trading online service in accordance with regulations.
- 45.6 Guide and support technical problems arising when the Client uses the Online trading service and/or performs online transactions. Regularly update new versions of the System for Client (if any).
- 45.7 Saving the online document related to perform online transactions of the Client in accordance with the Laws and ensuring that the evidences can access and use for reference when needed.
- 45.8 Immediately make announcements on SSV's website and at SSV's transaction points, agents, branches and head quarter and make highest efforts as soon as possible to fix problems when there have transmission error or system error leads to inability to perform online transactions so that the Client can promptly conduct securities transactions through SSV's employee or broker.
- 45.9 Compensation for damage to Client in accordance with the law in case of damage caused by SSV's fault on the basis of negotiation, except for system errors.

Article 46. Disclaimer Terms

- 46.1 SSV is not responsible for any errors or damages arising from:
 - a) Client provide information that is delayed, omitted or inaccurate, resulting in unusability results in the inability to access online trading service and/or performing online transactions.
 - b) Failure of any third party, including SSV's partners in providing Online trading service.
 - c) Failure of system or any related technical means, including the case of system refuses to execute the Client's online transaction for any reason.

- d) SSV is delayed or unable to perform its responsibilities in accordance with the terms and conditions of using the Online trading service due to mechanical, data processing, telecommunications problems, natural disaster or any event beyond the control of SSV or as a result of fraud or forgery by any third party.
 - e) The using to the Online trading service and/or execute online transaction or approach the information that the Online trading service supplied of the persons are authorized by the Client.
 - f) The Client's loss or disclosure of username, login password, trading password, online signature and/or other identifiers provided by SSV leads to others using these information to use Online trading service and/or performing Online transactions or accessing information provided by Online trading service.
- 46.2 The two parties are not responsible for any errors, in part or in whole, of the terms mentioned above when occurring due to Force Majeure Events.

Article 47. Termination and modification

- 47.1 Termination of online service provision when one of the following cases occurs:
- a) One of the cases of termination as prescribed in Article 6 of the Contract;
 - b) At the request of the Client after the Client has fully paid the outstanding balance to SSV or when the contract of opening securities trading account is terminated.
- 47.2 SSV reserves the right to amend, supplement Service fees, particular Online trading service, or discontinue providing part or all of any service at any time without prior consent of the Client. SSV will announce the amendments, supplements, stop providing the above services and other related information publicly at the transaction office, branch website of SSV or via the email address that the Client has registered with SSV. SSV is not responsible in case the Client does not receive the information due to:
- a) Client's email does not receive mail for any reason;
 - b) Client changes email address without notifying SSV.

Article 48. Other Terms

- 48.1 The Client's registration and using the Online trading service does not waive the Client's rights and obligations as set out in the Appendixes, Contracts and related commitments signed by the Client with SSV and/ or the specified conditions of specific transaction methods that SSV has instructed or publicly announced to the Client.
- 48.2 The registration to use the Online trading service does not exclude the right of the Client to conduct securities trading through the use of other services that the Client has registered with SSV.
- 48.3 The Client needs to perform checking directly and regularly balances and transactions of the trading account and promptly notice to SSV about errors rising (if any) in progress of using the Online trading service and/or performing online transactions.