

TERMS AND CONDITIONS FOR USING THE PHS ELITE SEEDS PRODUCT

Article 1. General Provisions

- 1.1. These Terms and Conditions (“PHS Elite Seeds Terms”) govern the registration, management, and use of the PHS Elite Seeds product (“Product”) by Customers at Phu Hung Securities Corporation (“PHS”).
- 1.2. The PHS Elite Seeds Product is a trading utility integrated into PHS’s online trading system. Accordingly, when the Customer establishes an Investment Plan, such act shall be considered as placing a pre-conditional purchase order, to be repeated periodically. Based on this pre-order, PHS will submit corresponding purchase orders to the Stock Exchange on each trading date designated by the Customer.
- 1.3. The PHS Elite Seeds Terms apply to all individual and institutional Customers who maintain securities trading accounts at PHS and satisfy the conditions for using the Product. By creating an Investment Plan, the Customer confirms that they have an existing securities account at PHS and have completed know-your-customer procedures in accordance with applicable laws.
- 1.4. Product registration shall be made electronically. The Customer acknowledges that clicking “I agree” (or equivalent wording) on the PHS application and verifying through the OTP code sent by PHS to the registered mobile device shall constitute confirmation that the Customer has read, understood, and accepted the entirety of these PHS Elite Seeds Terms. Such electronic acceptance shall carry the same legal effect as executing a written contract under the law. The moment PHS receives a successful registration confirmation shall be deemed the time of conclusion of the agreement for using the Product between the Customer and PHS. The Product does not require a separate written contract nor the opening of a separate sub-account; the Customer will use their existing securities account to execute transactions.
- 1.5. **Updates to the Terms:** PHS reserves the right to amend or supplement the content of these Terms from time to time and to publish such updates on PHS’s official website. Amendments shall take effect upon publication or at such other time as may be specified in the notice. The Customer may be requested to reconfirm acceptance of the updated version. Continued use of the Product following any amendment shall be deemed acceptance by the Customer of such amendments. If not agreed, the Customer must cease using the Product and has the right to cancel registration.
- 1.6. **Evidence of electronic transactions:** Information stored in PHS’s system regarding the time, version of the Terms, the Customer’s act of clicking “I agree,” and OTP verification shall constitute valid evidence in resolving any disputes.

- 1.7. **Relationship with other agreements:** These PHS Elite Seeds Terms form an integral part of the Contract for Opening Securities Trading Account. Matters not provided herein shall be governed by the Contract for Opening Securities Trading Account and relevant laws.

Article 2. Definitions

In these PHS Elite Seeds Terms, the following terms shall be understood as follows (unless the context otherwise requires):

- 2.1. **PHS:** means Phu Hung Securities Corporation.
- 2.2. **Customer:** means an individual or institutional investor who has a securities trading account at PHS.
- 2.3. **PHS Elite Seeds Product:** means the periodic investment service provided by PHS and integrated into PHS's online trading platform, under which the Customer establishes an Investment Plan deemed to be a pre-set periodic purchase order. Based on the Plan, PHS will place corresponding purchase orders on designated trading days. The Product is designed to help Customers accumulate long-term assets through the method of dollar-cost averaging.
- 2.4. **Periodic Investment Order:** means an electronic instruction created by the Customer by establishing and verifying a PHS Elite Seeds Plan on PHS's trading system. Such order shall have the same legal validity as a conditional electronic order with a recurring execution schedule, by which the Customer instructs PHS to purchase securities on pre-designated periodic trading dates. The creation of a Periodic Investment Order reflects the Customer's own investment intent and decision.
- 2.5. **Seeds Idea or Suggested Portfolio or a similar name:** means a portfolio comprising one or more securities proposed by PHS based on PHS's internal research and at PHS's discretion. A Suggested Portfolio may include indicative allocation ratios for reference only. Customers may (i) invest according to part or all of the suggestion; (ii) select other securities; or (iii) combine both. The suggestion is general in nature, does not constitute "investment advice" or "discretionary portfolio management" under applicable law, and is not tailored to any Customer's specific financial situation, objectives, or risk tolerance.
- 2.6. **Investment Plan (PHS Elite Seeds Plan):** means a periodic investment plan established by the Customer, including information on security code(s), periodic investment amount, periodic trading dates, and other related details. Creating such Plan shall be deemed the Customer's act of signing and submitting a Periodic Investment Order to PHS.
- 2.7. **Periodic Trading Date:** means the date chosen by the Customer for PHS to execute a purchase order under the Investment Plan. If such date falls on a holiday or non-trading day, the order will be executed on the next trading day.

- 2.8. **Cut-off Time:** means the deadline before which the Customer must ensure all necessary conditions (such as sufficient available cash balance) for PHS to execute the Periodic Investment Order for the upcoming trading cycle. The Cut-off Time shall be stipulated and announced by PHS from time to time via its official communication channels (including, without limitation, website and trading application).

Article 3. Registration and Use of the PHS Elite Seeds Product

- 3.1. **Product Registration:** When the Customer creates an Investment Plan, PHS will activate the PHS Elite Seeds feature on the Customer's existing securities account.
- 3.2. **Cancellation of Use:** The Customer has the right to cancel the use of the PHS Elite Seeds Product at any time in accordance with Article 9.

Article 4. Product Content and Investment Plan

- 4.1. **Product Description:** The PHS Elite Seeds Product is designed for Customers wishing to invest regularly and long term through the stock market. It is suitable for Customers with idle funds and a long-term investment orientation but with limited time to follow the market or limited investment experience. Through the Product, Customers may increase the value of their assets in the future by periodically investing in potential securities. PHS provides Customers with a Seeds Idea consisting of securities selected based on in-depth research; Customers may refer to it when building their Investment Plan or select securities independently.
- 4.2. **Plan Monitoring Utilities:** The Product allows Customers to create and monitor investment plans, which may be accompanied by utilities.
- 4.3. **Periodic Investment Plan:** Upon registration, the Customer sets up an Investment Plan indicating the securities to be invested in, periodic investment amount, plan duration, and chosen Periodic Trading Dates. Establishment and subsequent adjustments (if any) shall be made solely at the Customer's discretion. The Customer bears sole responsibility for the final investment decision and all related risks. The investment plan may be established for a single security or, when the feature is deployed, for a multi-security portfolio with indicative allocation ratios, as determined by the Customer or by referring to PHS's suggestions.
- 4.4. **Securities eligible to set up an Investment Plan:** means securities that are legally issued and in circulation under applicable laws, other than those in the Seeds Idea proposed by PHS. Customers may select these securities at their discretion. PHS reserves the right, from time to time, to determine and limit the types of Eligible Securities for use within the Product. The scope of eligible securities/portfolios permitted for Plan setup may be expanded or adjusted by PHS from time to time, in line with feature upgrades of the Product.

- 4.5. **Recommendation on Plan Compliance:** The Customer understands that periodic investing is most effective when applied with long-term discipline. Suspension or premature termination of the Plan, or failure to continue regular purchases, may adversely affect investment results, diminish the benefit of dollar-cost averaging, and lead to losses against the original objective. PHS recommends that Customers carefully consider before changing or suspending the Plan.

Article 5. Mechanism for Executing Periodic Investment Orders

- 5.1. **Legal Nature:** By creating and verifying a PHS Elite Seeds Plan, the Customer confirms the placement of a Periodic Investment Order with PHS. Such Order is a pre-set long-term instruction requiring PHS to execute purchase orders on each trading cycle according to the Plan's detailed parameters. PHS acts solely as broker to receive and execute the order and does not interfere with the Customer's investment decision.
- 5.2. **Order Execution Process:**
- a. **Order Initiation:** On each Periodic Trading Date, PHS's system will process the Customer's Periodic Investment Order to create a purchase order for that day.
 - b. **Condition Check:** Prior to submission to the Stock Exchange, the system will verify the Customer's available cash balance. If there is not enough money according to the established Investment Plan, the order for that cycle will not be executed. The Customer's Plan remains valid for subsequent cycles.
 - c. **Volume Calculation and Order Placement:** Upon confirming sufficient funds, the system will calculate the order volume and submit it to the Stock Exchange.
- 5.3. **Important Notice:** The Customer understands and accepts that once an order has been submitted by PHS's system to the Stock Exchange, it will be processed as a regular order and cannot be cancelled or amended.
- 5.4. **Fund Sufficiency and Matching:** The Customer must ensure sufficient funds in the account prior to the Cut-off Time on the day immediately preceding the Periodic Trading Date. Actual matching results may differ from expectations due to market fluctuations.
- 5.5. **Cases of Security Incidents:** If a security in the Plan becomes subject to warning, trading suspension, delisting, or otherwise becomes ineligible for trading, PHS will suspend periodic purchase orders for such security and notify the Customer.

Article 6. Service Fees and Related Charges

The Customer shall pay normal securities trading fees and other charges (if any) according to PHS's Fee Schedule from time to time. PHS shall have the right to deduct such fees and applicable taxes (if any) directly from the Customer's account in accordance with law.

Article 7. Risks in Periodic Investment

- 7.1. **Market risk:** The Customer acknowledges that investing in securities always carries risks of price volatility. The periodic investment method helps reduce but cannot eliminate losses.
- 7.2. **Execution Risks:** The Customer understands and accepts that execution depends on market conditions, including:
 - a. **Price Slippage Risk:** The Customer agrees that by using the Product, they request an execution mechanism designed to maximize the possibility of purchasing securities. To achieve this, the system may generate and send high-priority order types as notified by PHS via its user/trading interface, website, or other official channels from time to time. The use of such orders may result in execution prices significantly higher or lower than the reference price (slippage). The Customer accepts this as an inherent feature of the Product, and PHS bears no liability for such price differences.
 - b. **Risk of Unmatched or Partially Matched Orders:** There is no guarantee that orders will be fully executed, especially in cases of market volatility, low security liquidity, or technical incidents.
- 7.3. **Liquidity and Technical Risks:** Objective circumstances such as securities being restricted, trading system failures, or force majeure events may affect execution of the Plan. The Customer accepts all losses arising therefrom, except where caused by PHS's fault.
- 7.4. **Non-Compliance Risk:** The effectiveness of the Product depends on the Customer's perseverance and discipline.
- 7.5. **Online Trading Risks:** The Customer is solely responsible for maintaining the confidentiality of their account login details.
- 7.6. **Risk Acceptance Statement:** By registering for the Product, the Customer confirms that they have been clearly informed of and accept all related risks. PHS makes no commitment to guarantee profits or capital preservation.

Article 8. Rights and Obligations of the Customer

8.1. Obligations of the Customer:

- a. To comply with the Contract for Opening Securities Trading Account and these PHS Elite Seeds Terms.
- b. To provide/adjust Investment Plans accurately and take responsibility for confirmed instructions.
- c. To ensure sufficient funds in the account prior to the Cut-off Time on the day immediately preceding the Periodic Trading Date.
- d. To fulfill other obligations under the Contract for Opening Securities Trading Account.

8.2. Rights of the Customer:

- a. Rights under the Contract for Opening Securities Trading Account.
- b. The right to create, modify, pause or cancel Plans under Article 9; to receive transaction confirmations; and to access transaction history.

Article 9. Modification of Plan and Termination of Product Use

- 9.1. **Modification of Plan:** The Customer may adjust details of their Investment Plan. For changes to take effect in the upcoming cycle, adjustments must be completed before the Cut-off Time on the day immediately preceding the relevant Periodic Trading Date.
- 9.2. **Pause the Plan:** Customer temporarily suspends the effectiveness of an established Periodic Investment Order; during the pause period, the system will not initiate the periodic buy orders; the Plan is preserved and may be reactivated at any time.
- 9.3. **Plan Cancellation (Cancellation of Periodic Investment Order):** The Customer may cancel the Investment Plan at any time. If cancellation is made before the Cut-off Time of the day immediately preceding the next Periodic Trading Date, all pending periodic purchase orders will be cancelled. If cancellation is made after such deadline, PHS will endeavor to handle the matter in the Customer's best interest but cannot guarantee cancellation of orders already submitted.
- 9.4. **Consequences of Termination:** Upon cancellation, securities and cash balances in the Customer's account remain unaffected.
- 9.5. **Suspension or Termination by PHS:** PHS reserves the right to suspend or terminate the Product where necessary and shall provide prior notice to the Customer.

Article 10. Legal Liability and Effectiveness

- 10.1. **Disclaimer for PHS:** The Customer acknowledges that PHS acts solely as broker to receive and execute Periodic Investment Orders. PHS does not provide investment advisory or portfolio management services, nor does it guarantee investment results. All investment decisions are made by the Customer. The execution of the Customer's periodic orders by PHS does not constitute investment advice or portfolio management, and does not imply any guarantee regarding the trading outcome. PHS shall bear no liability for losses arising from the use of the Product, except where caused by PHS's willful misconduct or gross negligence.
- 10.2. **Limitation of Liability:** To the extent permitted by law, PHS's liability (if any) for damages to the Customer shall not exceed the total service fees paid by the Customer to PHS (if any). PHS is not liable for losses arising from force majeure, technical failures beyond its control, or the Customer's own breach of obligations.
- 10.3. **Customer's Undertaking:** The Customer undertakes that they have thoroughly understood and have been fully informed of the Product, its operation, fees, and risks. The Customer voluntarily registers for the Product and agrees to bear all risks and losses.
- 10.4. **PHS's Discretion:** PHS reserves the right to refuse to provide the Product to Customers who fail to satisfy internal conditions or legal requirements, without liability for damages.
- 10.5. **Effectiveness of the Terms and Plan:** These Terms take effect upon publication or notification by PHS. The Customer's Plan takes effect upon successful verification and remains effective until cancellation under Article 9 or expiration of the Customer's chosen term. The long-term validity of the Plan constitutes the Customer's placement of a Periodic Investment Order.
- 10.6. **Severability:** If any provision of these Terms is declared invalid by a court/arbitrator or competent authority, the remaining provisions shall continue in effect.
- 10.7. **Support and Dispute Resolution:** For questions or complaints relating to the Product, Customers may contact PHS's Customer Service Center. Disputes shall be resolved primarily through negotiation. If no settlement is reached, disputes shall be resolved in accordance with the Contract for Opening Securities Trading Account.

The Customer hereby reaffirms that they have read, fully understood, and agree to comply with all the terms and conditions herein when using the PHS Elite Seeds Product.