

TERMS AND CONDITIONS FOR OPENING AND TRADING OPEN-ENDED FUND CERTIFICATES

Article 1. General Provisions

1. These Terms and Conditions for Opening and Trading Open-Ended Fund Certificates (“**CCQ T&Cs**”) govern the opening, management, and use of the account and the execution of transactions in open-ended fund certificates by the Customer at Phu Hung Securities Corporation.
2. The Terms and Conditions of Contract for Opening Securities Trading Account of PHS continue to apply by default to the Customer’s open-ended fund account/sub-account and transactions in open-ended fund certificates, except where otherwise provided in these CCQ T&Cs.
3. **Form of acceptance.** The Customer acknowledges that clicking “**I Agree**” (or a similar acknowledgement) on the registration interface and **confirming via an OTP** sent by PHS to the **registered mobile device** (or by an equivalent method) constitutes having been duly informed and having **read, understood, and accepted** these CCQ T&Cs; such electronic acceptance **has the same legal effect** as a written signature under applicable e-transaction laws.
4. **Basis of application.** The Customer confirms that a Securities Trading Account has been opened at PHS and eKYC has been duly completed in accordance with law; registration to open the open-ended fund account/sub-account is effected through acceptance of these CCQ T&Cs without the need for a separate contract.
5. **Updates.** PHS may **update, amend, or supplement** these CCQ T&Cs from time to time and publish them on PHS’s website. Before continuing to trade, the Customer may be required to **re-accept** the updated version; such electronic acceptance **remains legally binding. If the Customer continues to use the services after any update**, the Customer is deemed to have accepted the updated CCQ T&Cs.
6. **Electronic evidence.** System logs showing the timestamp, IP/device information, the applicable T&Cs version, the “I Agree” action, and the OTP constitute valid evidence for resolving any related disputes.
7. Any matters not provided herein shall be governed by the Fund Charter, Prospectus, and applicable laws and regulations.

Article 2. Definitions

1. **PHS:** Phu Hung Securities Corporation.
2. **Customer:** An investor who holds an open-ended fund account/sub-account and conducts transactions in open-ended fund certificates at PHS.
3. **Open-Ended Fund Certificates (Fund Units/“CCQ”):** Securities evidencing an investor’s ownership of a portion of the assets of an investment fund, as provided under the Law on Securities.
4. **Fund Management Company (FMC):** A licensed entity under the Law on Securities that manages investment funds and has executed a distribution arrangement with PHS.
5. **Open-Ended Fund:** A fund that offers Fund Units to the public and redeems them at the request of investors; the outstanding number of Fund Units may increase or decrease depending on subscriptions and redemptions in accordance with law.

6. **Net Asset Value (NAV):** The fund's total asset value net of liabilities, determined under the Fund Charter and securities regulations.
7. **Cut-Off Time:** The last time during a trading day at which PHS receives orders for processing on that day, as announced by PHS.
8. **Prospectus:** The disclosure document for the fund prepared and published by the FMC in accordance with the Law on Securities.
9. **Fund Charter:** The document governing the organization and operation of the fund as approved by the Investors' Meeting.
10. **Beneficial Owner:** An organization or individual who does not hold title to assets but has full ownership rights to such assets.
11. **One-Time Password (OTP):** A one-time authentication code issued by PHS to confirm the Customer's acceptance/transactions in electronic environments.

Article 3. Opening the open-ended fund account/sub-account

1. PHS opens the open-ended fund account/sub-account and provides CCQ trading services only for Customers who already maintain a Securities Trading Account at PHS and who satisfy other requirements under applicable laws and PHS internal procedures (including, without limitation, AML/CFT requirements).
2. PHS may refuse to open or may terminate an account/sub-account if:
 - a) The Customer's information/documents are inaccurate, incomplete, or falsified;
 - b) There is a reasonable ground to suspect violations of AML/CFT, terrorism financing, or financial fraud regulations;
 - c) It is required by a competent authority.
3. PHS may lock, suspend, or close the account/sub-account if the Customer fails to comply with these CCQ T&Cs.

Article 4. Orders and order processing

1. The Customer acknowledges that orders relating to the Customer's CCQ will be executed under the then-current regulations of PHS and/or the FMC applicable to open-ended funds.
2. The Customer may place CCQ trading orders in accordance with law and PHS's guidance.
3. PHS receives orders only when the order form or electronic order (via app/website/online portal) has been duly completed/confirmed as required. Where the order placer provides sufficient identity verification information as prescribed by PHS, such person shall be deemed the holder of the account/sub-account. PHS has no obligation to further verify the identity of the actual person beyond such authentication scope.
4. An order is valid only if submitted before the Cut-Off Time announced by PHS; orders submitted thereafter will be cancelled or processed on the next trading day in accordance with the Fund Charter/Prospectus.
5. PHS may accept and process subscriptions, redemptions, non-commercial transfers, and cancellations via fax and/or other electronic means without subsequent hard-copy confirmation; PHS and related service providers shall not be liable for losses arising from acting on such orders to the extent permitted by law.

6. By placing online orders, the Customer is deemed to have accepted the online trading terms applicable to the Securities Trading Account as published by PHS.

Article 5. Fees, charges, and taxes

1. The Customer agrees to pay in full all applicable fees, including subscription, redemption, conversion, management, custody, and other fees under the fee schedules of PHS and/or the FMC.
2. PHS may withhold/deduct fees, charges, and taxes directly from the transaction proceeds or the Customer's settlement account.
3. The Customer is responsible for declaring and paying income tax, transfer tax, and any other taxes as required by law, to the extent not withheld.

Article 6. Investment risks

1. The Customer confirms that PHS has explained the risks associated with CCQ trading and that the Customer understands and accepts all such risks, including but not limited to:
 - a) The risk that orders may be irrevocable due to objective market conditions;
 - b) Market-volatility risk;
 - c) Risks where trading is blocked or restricted at the request of competent authorities; and
 - d) Other potential risks.
2. By placing CCQ trading orders, the Customer is deemed to have **carefully considered** the decision before requesting PHS to provide the service.

Article 7. Customer's rights and obligations

1. Customer's obligations

- a) Provide true and accurate information as required under these CCQ T&Cs and/or relevant information-collection forms;
- b) Promptly notify PHS of any change to personal/organizational information, legal status, or factors affecting trading;
- c) Duly complete/confirm information on order forms/e-orders per PHS/FMC templates;
- d) Make full and timely payment for CCQ subscriptions and any applicable fees, charges, and taxes;
- e) Indemnify PHS/its representatives/employees for losses and costs arising from the Customer's misleading, inaccurate, or incomplete information;
- f) Comply with securities laws, the Fund Charter, the Prospectus, and these CCQ T&Cs.

2. Customer's rights

- a) Conduct CCQ transactions at PHS in accordance with applicable regulations;
- b) Receive trade confirmations and account/sub-account statements as required or upon valid request;
- c) Receive information about fund operations, NAV, trading frequency, and other information as provided in the Prospectus, Fund Charter, and law;
- d) Exercise other rights as provided by law.

Article 8. PHS's rights and obligations

1. PHS's obligations

- a) Duly receive CCQ orders, ensuring **complete, accurate, and timely** recording of receipt time and order receiver;
- b) Retain order forms, electronic data, and order books in accordance with securities regulations;
- c) Accept and process only valid orders submitted **before the Cut-Off Time**;
- d) Notify the FMC and coordinate remediation where an operational error is detected in order receipt/transmission/entry;
- e) Provide account/sub-account statements to the Customer upon request;
- f) Keep the Customer's information confidential, except where disclosure is required by law.

2. PHS's rights

- a) Refuse to open accounts or to accept the Customer's CCQ subscriptions/redemptions/non-commercial transfers as permitted under current laws, the Prospectus, and the Fund Charter;
- b) Provide CCQ trading services to the Customer as agreed;
- c) Notify and explain the applicable regulations so the Customer can understand and comply;
- d) Exercise other rights as provided by law.

Article 9. Customer representations and consents regarding CCQ trading

- 1. The Customer subscribes for CCQ of the Fund(s) and confirms having received, read, and understood investor-information documents, in particular investment objectives/policies, risk factors, and applicable fees, and accepts the detailed terms in the Prospectus, Fund Charter, and the relevant subscription documents.
- 2. The Customer acknowledges that the value of CCQ may increase or decrease.
- 3. The Customer represents that he/she is at least 18 years old and has full legal capacity and civil act capacity to engage in CCQ transactions.
- 4. The Customer consents that his/her data may be provided to competent authorities where required, and may be used for account administration, AML/CFT, tax verification, and for developing PHS's sales/marketing activities; data may be shared with relevant service providers in connection with the Customer's investment.
- 5. The Customer authorizes PHS to disclose account information (including statements) to the FMC at the name and address recorded in the Customer's files and holds harmless PHS and the FMC in connection with such disclosure in compliance with law.
- 6. The Customer agrees that PHS, the FMC, the custodian/depositary bank, supervising bank, and related service providers may use, store, disclose, transfer, compile, combine, obtain, and exchange (within or outside Vietnam) information relating to the Customer with any third party deemed necessary; such third party may be required to disclose the information under applicable law. All information will be protected to a reasonable degree against unauthorized access or disclosure.

Article 10. Suspension and termination of services

PHS may suspend or terminate services by notice to the Customer, effective immediately, in the following events:

1. Continued provision of services is not permitted under applicable laws;
2. The Customer requests closure of the CCQ account/sub-account or termination of CCQ trading services at PHS;
3. Under Clause 2 of Article 3 of these CCQ T&Cs, or in other circumstances where PHS determines that action is necessary to comply with applicable laws or orders of competent authorities.