VIETNAM PROSPERITY CRYPTO ASSETS EXCHANGE JOINT STOCK COMPANY	**THE SOCIALIST REPUBLIC OF VIETNAM** **Independence - Freedom - Happiness**
No.: ___/QD-TG	*Hanoi, __/__/ 2026*

DECISION

Issuance of General Terms and Conditions for Use of Crypto Asset Services of Vietnam Prosperity Crypto Assets Exchange Joint Stock Company

CHIEF EXECUTIVE OFFICER
VIETNAM PROSPERITY CRYPTO ASSETS EXCHANGE JOINT STOCK COMPANY

- *Pursuant to the Charter of Vietnam Prosperity Crypto Asset Exchange Joint Stock Company (“**CAEX**” or “**Company**”);*
- *Pursuant to the authority of the Chief Executive Officer under the Company's Charter;*

DECIDES:

Article 1. To issue the General Terms and Conditions for Use of Crypto Asset Services (*as enclosed*) of Vietnam Prosperity Crypto Assets Exchange Joint Stock Company, which shall take effect from ___/___/2026.

Article 2. Members of the Board of Management, Division Heads, Center Directors, Heads/Persons-in-charge of Departments/Units, and relevant personnel in the Company shall be responsible for the implementation of this Decision.

Article 3. The Dicision shall take effect from the date of signing./

Recipients:	**CHIEF EXECUTIVE OFFICER**
- BOD (for reporting); - As per Article 2 (for implementation); - Office (for filing).	
	NGUYEN HONG TRUNG

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GENERAL TERMS AND CONDITIONS FOR USE OF CRYPTO ASSET SERVICES OF VIETNAM PROSPERITY CRYPTO ASSETS EXCHANGE JOINT STOCK COMPANY (CAEX)

(Issued together with Decision No. ___/2026/QD-TGD dated ______ 2026 of the Chief Executive Officer of CAEX)

The capitalised terms used herein shall have the meaning set forth in Article 1.

These General Terms and Conditions for Use of Crypto Asset Services (the "**General Terms and Conditions**" or "**T&C**"), together with (i) the Account Opening Application Form and Crypto Asset Service Contract, (ii) the Standard Operational Procedures, (iii) other documents applicable generally to all Customers or to a group of Customers using the same type of service, (iv) the Policies, and/or (v) other agreements between CAEX and the Customer, together constitute a complete contract between the Customer and CAEX regarding the opening, registration, and use of the Trading Account and/or the Services and/or the maintenance of the Customer's Trading Account at CAEX (collectively, the "**Contract**").

In the event of any inconsistency between this T&C, the Account Opening Application Form and Crypto Asset Service Contract, and other related documents, the provisions of this T&C shall prevail (unless otherwise agreed between the Customer and CAEX).

By confirming or signing on any document forming part of the Contract (including this T&C), or by clicking "Agree" and/or "Confirm," registering an account, and/or continuing to use the Services, the Customer confirms that he/she has read, understood, and agreed to be bound by the provisions of the Contract and the specific terms and conditions applicable to the Service(s) selected by the Customer.

This T&C (including any version amended and/or supplemented by CAEX from time to time) is published on the website: https://www.caex.com.vn and/or the CAEX Application.

I. GENERAL PROVISIONS

Article 1. Interpretation of Terms

Unless otherwise provided, capitalised terms used in this T&C shall have the following meanings:

- "**T&C**" means these General Terms and Conditions for Use of Crypto Asset Services as provided in the preamble hereof.
- "**Third Party**" means any individual or institution that has contact with or transacts with CAEX in the course of its operations, including but not limited to other Customers, suppliers/contractors, business partners, agents, advisors, and Governmental Entities.
- "**Blockchain**" means the corresponding blockchain platform of each type of the Crypto Asset.

- "**CAEX**" or "**Company**" means "Công ty Cổ phần Sàn Giao Dịch Tài Sản Mã Hóa Việt Nam Thịnh Vượng" (Vietnam Prosperity Crypto Assets Exchange Joint Stock Company), an enterprise incorporated and operating under the laws of the Socialist Republic of Vietnam, having enterprise registration number 0111222777, under the Enterprise Registration Certificate issued by the Business Registration and Corporate Finance Office - Hanoi Department of Finance for the first time on 19 September 2025, including its head office, branches and representative offices (if any).
- "**Governmental Entity**" means a national, city, town, district, ward, or other jurisdiction; state, local, municipal, or other government; governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or official of any of the foregoing in Vietnam.
- "**Policy**" means any regulation, policy, provision, or other document of CAEX applicable to the Services and/or to Customers from time to time.
- "**Service**" or "**Crypto Asset Service**" or "**CA Service**" means all current or future products and services provided by CAEX through the CAEX Exchange, through which the Customer may carry out Crypto Asset transactions and use CAEX's Crypto Asset-related products, services and utilities. Crypto Asset Services include but are not limited to the following services and activities: operating the Crypto Asset trading market (i.e., the Crypto Asset Exchange Service), the Crypto Asset Custody Service, and other Crypto Asset-related products, services and utilities provided by CAEX from time to time in accordance with the Laws.
- "**Crypto Asset Custody Service**" means the service of Crypto Asset Custody.
- "**Crypto Asset Exchange Service**" means the Crypto Asset Market Operation service. The Crypto Asset Exchange Service is provided to Customers by means of Online Trading.
- "**Crypto Wallet Address**" means the string of characters generated from the Public Key of a Crypto Asset Wallet, used to identify that Crypto Asset Wallet on the Blockchain network. The Crypto Wallet Address is public information used to send and receive Crypto Assets.
- "**Vietnam Dong**" (**VND**) means the lawful currency of the Socialist Republic of Vietnam.
- "**Crypto Asset Transfer Transaction**" means a transaction transferring Crypto Asset from the Customer's Trading Account at the CAEX Exchange to an account or Crypto Wallet Address at a Beneficiary Crypto Asset Service Provider, or from an Originator Crypto Asset Service Provider to the Customer's Trading Account at the CAEX Exchange.

- "**Online Custody Transaction**" means CAEX's use of its online custody trading system to provide the Crypto Asset Custody Service to the Customer, whereby the Customer may carry out custody of Crypto Assets by means of an Online Trading in accordance with the Laws.
- "**Insider Trading**" means a transaction that uses inside information to buy or sell Crypto Assets for oneself or for another person; or the disclosure or provision of inside information, or advising another person to buy or sell Crypto Assets, on the basis of inside information.
- "**Online Trading**" means a Crypto Asset transaction carried out by electronic means through the CAEX Exchange.
- "**Account Opening Application Form and Crypto Asset Service Contract**" means the application form for opening a Trading Account and contract for use of Crypto Asset Services on the CAEX Exchange that the Customer has accepted for the purpose of opening and using a Trading Account on the CAEX Exchange.
- "**Crypto Asset Trading System**" means a structured set of hardware, software, databases, and communication, security systems used to exchange information, aggregate custody, purchase, sale and other orders relating to Crypto Assets, and settle Crypto Asset transactions for Customers (i.e., to provide the Crypto Asset Services), established, administered and operated by CAEX.
- "**Online Trading System**" means the online Crypto Asset Trading System, including but not limited to the CAEX Application, any software, the CAEX Website, call centre, email, and/or any other means and/or information technology system and internet environment, telecommunications network or other open network used and/or provided by CAEX to the Customer in the course of online Crypto Asset trading at CAEX.
- "**Contract**" has the meaning set out in the Preamble of this T&C.
- "**Smart Contract**" means a computer program or transaction protocol that is encoded and stored on a blockchain network, capable of automatically executing, controlling or recording terms, events or transactions according to pre-programmed conditions without the intervention or confirmation of any intermediary.
- "**Delisting**" means CAEX's permanent termination of trading support for a Crypto Asset on CAEX's Crypto Asset Trading System pursuant to a decision of a competent authority.
- "**Token Burn**" means the act of permanently removing a certain quantity of a Crypto Asset from circulation by transferring it to an inaccessible Crypto Wallet Address. This action is irreversible and reduces the supply of that Crypto Asset.
- "**IGA**" Intergovernmental Agreement between Vietnam and the United States on the Implementation of FATCA as set forth in Article 30.1.

- "**Customer**" means an Investor who intends to use, or who uses part or all of the Crypto Asset Services provided by CAEX.
- "**Smart Contract Exploit**" means the act of intentionally taking advantage of security vulnerabilities, code defects, or programming errors in a Smart Contract in order to unlawfully interfere with, manipulate, or misappropriate Crypto Assets from a system, contrary to the intent of the developer and to normal operating procedures.
- "**Public Key**" means the string of characters generated from a Private Key using a cryptographic algorithm, used to identify and generate a Crypto Wallet Address on the Blockchain. A Public Key can be used to generate a Crypto Wallet Address, but a Private Key cannot be derived from it.
- "**Private Key**" means a cryptographic string of characters generated by the Blockchain system, used to confirm ownership of, and access to, a specific Crypto Asset Wallet, and to manage and carry out transactions in Crypto Assets held in that Crypto Asset Wallet. The Private Key is strictly confidential, is uniquely linked to its corresponding Crypto Wallet Address, and disclosure or loss of control of the Private Key is equivalent to loss of control over the relevant Crypto Assets.
- "**Continuous Order Matching**" means a trading method under which purchase Orders and sale Orders for Crypto Assets are matched as soon as such Orders are entered into the Crypto Asset Trading System, on the basis of price and time priority. Under Continuous Order Matching, the price is determined by the price of the corresponding Limit Orders resting on the Order book.
- "**Order**" means any request, instruction, direction, or other directive relating to the Trading Account or CAEX's Services that is made, sent and/or confirmed by the Customer in the manner specified in the Contract or in any other manner applied by CAEX from time to time, including but not limited to purchase Orders, sale Orders, funds-transfer Orders, payment Orders, amendment Orders, cancellation Orders, and other transaction Orders.
- "**Electronic Order**" means an Order, proposal and/or request received and/or recorded by CAEX through the Online Trading System, expressed in any form, including but not limited to spoken words, characters, messages, operations, or a sequence of operations on the Online Trading System.
- "**Limit Order**" means a purchase/sale Order placed at a specified price or better (purchase price ≤ order price; sale price ≥ order price). The Order will only be matched when the market reaches that price.
- "**Market Order**" means a purchase/sale Order executed immediately at the best available price on the market, ensuring rapid matching but not a specific price.
- "**Oracle Failure**" means a situation in which an off-chain data-feed network (Oracle) malfunctions, is interrupted, is manipulated, or provides incorrect or inaccurate data to a Smart Contract, resulting in the incorrect execution of operations or loss of assets on the Blockchain.

- "**Crypto Asset Custody**" means the acceptance of storage, preservation and transfer of Crypto Assets for the Customer, assisting the Customer to exercise rights related to the Crypto Assets held in custody.
- "**One Time Password**" (or "**OTP**") means a secret code that is valid for a single use and effective for a certain period of time, typically used as a second factor to authenticate a Customer's access to the CAEX Application/CAEX Website and/or to confirm the Customer's consent to a transaction.
- "**Business Day**" means any day of the week from Monday to Friday, excluding Saturdays, Sundays, public holidays and Tet holidays under the Laws, and any make-up days for such holidays, on which banks are normally open to serve Customers.
- "**Bank**" means a credit institution that may carry out all banking activities under the Law on Credit Institutions of Vietnam.
- "**Authorised Bank**" means a Bank or foreign bank branch permitted to conduct business and provide foreign exchange services in Vietnam.
- "**Customer Representative**" means a friend, relative, unit, partner, manager, executive, officer, or employee of the Customer, or a person authorised by the Customer or related to the Customer.
- "**Originator**" means an individual or institution that carries out, or requests the carrying out of, a Crypto Asset Transfer Transaction.
- "**Beneficiary**" means an individual or organisation that receives, or is designated to receive, Crypto Assets from a Crypto Asset Transfer Transaction.
- "**Investor**" includes a Domestic Investor and a Foreign Investor that intend to, or have registered to, open a Trading Account and/or use the Crypto Asset Services of CAEX on the Exchange.
- "**Foreign Investor**" means an individual of foreign nationality, or an institution established under foreign law, that carries out investment activities in Vietnam.
- "**Domestic Investor**" means an individual of Vietnamese nationality, or an organisation established under Vietnamese law.
- "**Listing**" means CAEX's approval to include a Crypto Asset in the official list of assets traded on CAEX's Crypto Asset Trading System (i.e., the CAEX Exchange), subject to the listing conditions and risk-management mechanism published by CAEX from time to time. A Listing Crypto Asset is a Listed Crypto Asset.
- "**Hard Fork**" means an event that creates a permanent split, dividing the current Blockchain into two or more independently operating chains, which may create a new type of Crypto Asset.

- "**Soft Fork**" means an event that does not create a permanent split, does not divide the current Blockchain into two or more independently operating chains, and does not create a new type of Crypto Asset.
- "**Airdrop**" means the distribution, gift, or transfer of a quantity of Crypto Assets free of charge or subject to simple conditions, directly by the Crypto Asset issuer into a user's Crypto Wallet Address.
- "**Laws**" means means (i) any document listed in Articles 2 and 4 of the Law on Promulgation of Legal Documents No. 64/2025/QH15 adopted by the National Assembly of Vietnam on 19 February 2025, and if these Articles are amended, supplemented or replaced, including any document thereafter defined as a legal document pursuant to such amendment, supplement or replacement; and (ii) any applicable binding rules, regulations, requirements, instructions, interpretation and guidance issued by competent governmental body, including Governmental Entity (whether in the form of an official correspondence or otherwise).
- "**Network Fee**" means the fee or transaction cost that a user must pay (usually in the native Crypto Asset of the relevant Blockchain) to cover the costs necessary to process, verify and record a transaction, or to execute a Smart Contract, on that Blockchain.
- "**Notification Method**" means any one of the following forms of notification: publication on the CAEX Website; display on the CAEX Application/Crypto Asset Trading System/CAEX Exchange and/or other online Crypto Asset trading software/platform used by CAEX from time to time; hand delivery to the Customer; registered mail; email; phone text message; or any other means of communication agreed with the Customer and/or applied by CAEX from time to time.
- "**Standard Operational Procedure**" means the standard operational procedures published on CAEX's website at www.caex.com.vn or such other address of the CAEX Website as may apply from time to time (or on the CAEX Application) and on the website of the Ministry of Finance, including procedures for the custody and management of Customer assets; transaction and settlement procedures; information disclosure procedures; and procedures for preventing conflicts of interest and handling Customer complaints and compensation.
- "**Travel Rule Regulations**" means the regulations on the collection, verification, storage, transmission and/or provision of information relating to the Originator, the Beneficiary, and the Crypto Asset transfer transaction between CAEX and Other Crypto Asset Service Providers, for the purpose of anti-money laundering, counter-terrorism financing, counter-proliferation financing of weapons of mass destruction, and compliance with related Laws.
- "**Crypto Exchange**" or "**CAEX Exchange**" means the crypto asset trading market licensed to operate under Vietnamese law and provided by CAEX in Vietnam. The Crypto Exchange/CAEX

Exchange uses the Crypto Asset Trading System to provide the Crypto Asset Exchange Service to Customers.

- "**Force Majeure Event**" means any event or circumstance that (i) occurs objectively, is beyond reasonable control, and cannot be attributed to any party's fault, (ii) could not have been foreseen, and (iii) cannot be remedied despite the performance of all necessary and permissible measures, including but not limited to office closures, natural disasters such as flood, fire, storm, lightning strike, tempest, inability to mobilise personnel, materials or reasonable alternatives, governmental restrictions, governmental regulations, governmental controls, delays in the grant of licences or approvals, hostile actions or actions of a hostile government, riots, casualties from fire or other accidents, power or internet outages, cloud-computing service disruptions, or epidemics.
- "**Electronic Document**" ("**e-Document**") means any document, including but not limited to a contract, agreement, appendix, undertaking, registration, proposal, request, memorandum, or other document that is signed, entered into, confirmed, stored, expressed and/or transmitted through the Online Trading System.
- "**Trading Account**" (**TA**) means the trading account opened by CAEX for the Customer on the basis of the Contract. The Trading Account is a digital account comprising information used to authenticate, verify and authorise the Customer to use the CAEX Application/CAEX Website and CAEX's Crypto Asset Services in accordance with the Law.
- "**Crypto Asset Custody Account**" means the account used to record the receipt, storage, safekeeping and transfer of Crypto Assets for the Customer at CAEX.
- "**Digital Asset**" means an asset under the Civil Code, expressed in the form of digital data, that is created, issued, stored, transferred and authenticated by digital technology in an electronic environment.
- "**Crypto Asset**" means a type of Digital Asset that uses cryptographic technology or digital technology with a similar function to authenticate the asset during its creation, issuance, storage, or transfer. Crypto Assets do not include securities, digital forms of fiat currency, or other financial assets as prescribed by civil and financial Laws.
- "**Listed Crypto Asset**" means a Crypto Asset that CAEX has selected for trading on the CAEX Exchange reported to the Ministry of Finance, the Ministry of Public Security, and the State Bank of Vietnam in accordance with applicable regulations.
- "**Dedicated Bank Account**" means a payment account denominated in Vietnam Dong opened by a Foreign Investor at an Authorised Bank to carry out receipt and payment transactions relating to the purchase and sale of Crypto Assets in Vietnam.

- "**51% Attack**" means a situation in which a party controls more than 50% of the total mining (hashrate) or staking power of a Blockchain. Such control enables the attacking party to manipulate the Blockchain by reversing confirmed transactions, preventing new transactions, or preventing the verification of Crypto Assets.
- "**Data Message**" means any information or data, including but not limited to Electronic Documents, Electronic Orders, communications, notices, portfolio reports, investment reports, analysis reports, other types of reports, transaction results, Trading Account statements, transaction statements, disclosures, prospectuses, statements and/or any other message in electronic form, that is sent, notified, confirmed and/or displayed through any component of the Online Trading System, a voice call, or a text message, subject to CAEX's applicable Policies and/or regulations from time to time.
- "**Travel Rule Information**" means information relating to the Originator, the Beneficiary, and the Crypto Asset Transfer Transaction, including but not limited to full name, Trading Account number or related account information, contact/residence address, Crypto Wallet Address, identification information, information on the sending/receiving crypto asset service provider, transaction information, and other information required by the CAEX Exchange or by Laws from time to time.
- "**Trading Time**" means the period during which CAEX's Crypto Asset Trading System operates to serve Customers. Trading Time may be changed upon notice by CAEX and in accordance with Laws.
- "**Username and Password**" means any of the following factors: a user name, an identification name, a reusable password, a One Time Password (OTP), a token key, an authentication code, a personal identification number (PIN), biometric characteristics (fingerprint, iris, facial recognition, or other biometric indicators in accordance with guidance/regulations/requirements of the competent Governmental Entity from time to time), or any other authentication method or message issued by CAEX and/or a related party to the Customer, or created, chosen, registered, stored, or used by the Customer in connection with access to the Trading Account, in accordance with CAEX's applicable Policies from time to time.
- "**Crypto Asset Market Operation**" means the provision of a platform or infrastructure system for the exchange of information, the aggregation of purchase and sale Orders of the Crypto Asset, and the settlement of Crypto Asset transactions.
- "**Other Crypto Asset Service Provider**" means a crypto asset service provider licensed by the Ministry of Finance to provide CryptoAasset Market Operation services in Vietnam. This term may also be referred to as a "VASP" in accordance with international practice.
- "**Beneficiary Crypto Asset Service Provider**" means another crypto asset service provider that receives Crypto Assets transferred from the Customer's Trading Account at the CAEX Exchange.

- "**Originator Crypto Asset Service Provider**" means another crypto asset service provider that transfers Crypto Assets to the Customer's Trading Account at the CAEX Exchange.
- "**CAEX Application**" means the mobile application for the Crypto Exchange established, managed and operated by CAEX to provide an environment for Customers to custody, purchase, sell and carry out other transactions in Crypto Assets in accordance with applicable Vietnamese law.
- "**Trading Wallet**" means a feature of the CAEX Exchange that provides Customers with information on their available balance in Vietnam Dong and the history of balance movements arising from deposits, purchases and sales of Crypto Assets, service fees, and other payments from time to time on the CAEX Application. For the avoidance of doubt, the Trading Wallet must not be construed or interpreted as an e-wallet of a payment intermediary service provider under the Laws on non-cash payments. The Trading Wallet is not a bank account of the Customer opened at a Bank (including an Authorised Bank).
- "**Cold Wallet**" means a wallet that is stored entirely offline or is not connected to the Internet, typically using dedicated hardware devices or air-gapped physical storage. Cold Wallets are created, managed, and directly controlled (as to cryptographic keys) by CAEX. Cold Wallets serve as the principal, secure storage location for the majority of Customer and CAEX Crypto Assets, in order to limit the risk of cyberattacks. A Cold Wallet is not an e-wallet under the Laws on non-cash payments.
- "**Crypto Asset Custody Wallet**" means a wallet or a set of Cold Wallets/Hot Wallets created and managed by CAEX, used to receive Crypto Assets held in custody for Customers, and to manage and record the Crypto Assets of each Customer.
- "**Hot Wallet**" means a Crypto Asset wallet connected to the Internet, managed or used by CAEX in the course of providing services, to serve trading, deposit, withdrawal, or payment activities involving Customers' Crypto Assets. Hot Wallets are created, managed, and directly controlled (as to cryptographic keys) by CAEX. A Hot Wallet is not considered an "e-wallet" under the Laws on non-cash payments.
- "**Crypto Asset Wallet**" means an electronic tool for storing a pair of cryptographic keys (a Private Key and a Public Key) and having a Crypto Wallet Address generated from the Public Key, used to store, manage, and carry out Crypto Asset transactions on the Blockchain network.
- "**CAEX Website**" means the official website owned, established, managed and operated by CAEX to provide an environment for Customers to custody, purchase, sell and carry out other Crypto Asset transactions, and to use other related services in accordance with applicable Vietnamese Law.
- "**Two-Factor Authentication**" (**2FA**) means an authentication method requiring two factors to verify the correctness of an identity. Two-Factor Authentication relies on information the user knows,

such as a personal identification number (PIN) or a secret code, together with something the user has, such as a smart card, an encryption device, a mobile phone, or biometric characteristics, to verify identity.

For the avoidance of doubt, any word, phrase or term not defined in this T&C shall be defined in the Standard Operational Procedures and/or applicable Vietnamese law.

Article 2. Crypto Asset Services

2.1. Subject to the Customer's needs as set out in the Account Opening Application Form and Crypto Asset Service Contract, CAEX shall provide the Customer with one or all of the following Services:

a. Opening a Trading Account; guiding the Customer to carry out Crypto Asset transactions at CAEX in accordance with Laws and CAEX's regulations;

b. Carrying out transactions in Crypto Assets and other assets on the Trading Account for the Customer in accordance with the Customer's Orders, and providing the results of such transactions by one of the Notification Methods;

c. Holding Crypto Assets in custody for the Customer, and managing the Customer's funds and Crypto Assets;

d. Exercising, on the Customer's behalf, the legitimate rights and interests attached to Crypto Assets owned by the Customer on the Trading Account, pursuant to the Customer's authorisation under this Contract;

e. Other Services that are (i) necessary or that arise in connection with the Trading Account, and/or (ii) related to CAEX's operations with respect to the Trading Account, in accordance with the Crypto Asset Services registered and/or used by the Customer from time to time and provided by CAEX to the Customer.

2.2. At any time and during the term of the Contract, or during the period in which the Customer uses CAEX's Services, the Customer may register/amend/supplement/cancel utilities or Services relating to the Trading Account. Such requests (i) must be made in paper form and/or electronic data and entered into or confirmed by the Customer by electronic means or by any other means applied by CAEX from time to time; (ii) shall only take effect once confirmed or accepted by CAEX, unless otherwise applied or accepted by CAEX; and/or (iii) may be refused by CAEX on reasonable grounds.

Article 3. General Authorisation

In addition to the authorisations and/or permissions granted by the Customer to CAEX elsewhere in the Contract (including this T&C and/or the Policies and other agreements or documents), throughout the period during which the Customer maintains a Trading Account at CAEX, the Customer agrees to irrevocably authorise CAEX to have full discretion to carry out the following:

3.1. Manage the Customer’s Crypto Assets on the Trading Account, including but not limited to freezing, unfreezing, debiting, and transferring Crypto Asset balances to settle Orders and transactions arising on the Trading Account.

3.2. Manage funds and/or carry out work relating to the Customer’s Orders and transactions, including but not limited to:

a. Accessing, checking and confirming the Customer’s fund balance and payment capacity for the Customer’s Orders and transactions;

b. Debiting, transferring, and receiving funds on the Customer’s Trading Account to settle the Customer’s Orders, transactions, and other obligations arising.

3.3. Proactively debit, deduct and transfer funds on the Customer’s Trading Account to serve transactions arising from or related to the Customer’s Crypto Assets.

3.4. Carry out freezing, unfreezing, accounting, and/or adjustment, and/or place Orders, and carry out error-correction transactions without the Customer’s consent, with respect to fund or Crypto Asset transactions that contain errors, mistakes or inaccuracies on the Trading Account, in any incident, error and/or case, whether arising from the Customer, a Third Party or CAEX, in accordance with CAEX’s Policies and applicable Laws from time to time.

3.5. Provide and process information and data on the Trading Account in accordance with the Contract (including this T&C and/or CAEX’s Policies from time to time).

3.6. Carry out other work necessary, in CAEX’s sole discretion, relating to the Customer’s rights and obligations arising from or related to Orders, transactions and/or confirmations of the Customer recorded by CAEX.

3.7. Where the Customer’s Crypto Assets and/or other assets are insufficient to settle obligations and responsibilities arising, the Customer must nevertheless fully perform its remaining obligations and responsibilities, and compensate for any damage arising as requested by CAEX (if any).

3.8. Deduct amounts of money, taxes, fees, costs and/or other financial obligations of the Customer from funds, sale proceeds, or the disposal of Crypto Assets on the Trading Account as soon as they arise (if any). For clarity, for Customers that are domestic institutions, the Customer shall self-declare and pay income tax in accordance with the applicable Laws.

3.9. If the Customer fails to properly and/or fully perform any financial obligation to CAEX, or any obligation or responsibility arising in connection with any Order or Service used under the Contract and/or other related agreements, registrations or confirmations, then, by this clause, the Customer agrees and/or irrevocably authorises CAEX to have full discretion to carry out any measure or method to settle such obligations and responsibilities and/or to promptly adjust/correct the Customer’s asset information and figures on the Trading Account, including but not limited to:

a. Freezing, unfreezing, selling, transferring, or disposing of Crypto Assets and other assets (if any), recovering and deducting the proceeds thereof;
b. Automatically debiting the Customer's funds on the Trading Account to perform the Customer's obligations and responsibilities arising from Crypto Asset transactions;
c. Taking any other action that CAEX considers necessary at the relevant time, in accordance with Laws.

3.10. Other work, activities and operations under other authorisations set out in the separate terms and conditions applicable to each Service registered and/or used by the Customer from time to time.

Article 4. Rights and Obligations of the Customer

In addition to the undertakings, confirmations, rights and obligations of the Customer set out elsewhere in the Contract (including this T&C, CAEX's regulations and Policies from time to time) and Laws, the Customer has the following rights and obligations:

4.1. The Customer is obliged to provide complete and accurate information and documents as requested by CAEX within the notified period, including providing such information periodically or from time to time in accordance with CAEX's risk assessment. If the Customer fails to provide, or provides incomplete or untimely, information or documents, in whole or in part, CAEX has the right to suspend, restrict, or terminate the provision of the Service.

4.2. The Customer has ownership of the entirety of the funds, Crypto Assets and/or other assets (if any) on the Trading Account and the rights and benefits arising therefrom, and may exercise the lawful rights of an owner of Crypto Assets in accordance with Laws. The Customer is obliged to ensure the legality of all funds, Crypto Assets and other assets held by the Customer in the Trading Account.

4.3. The Customer may withdraw/transfer part or all of the funds or Crypto Assets out of the Trading Account, *provided that*: (i) such funds and Crypto Assets are not bound or restricted by any obligation or responsibility owed to CAEX and/or any party (including a Third Party) or required by a competent authority; and (ii) the Customer has no outstanding debt or obligation to CAEX and/or a Third Party in connection with, including but not limited to, any Order, Crypto Asset and/or Trading Account; and (iii) the purpose of the funds transfer is consistent with Laws.

4.4. The withdrawal or transfer of funds out of the Trading Account to the Dedicated Bank Account of a Foreign Investor must comply with Laws (including foreign-exchange control Laws and Laws on dedicated bank accounts). The Foreign Investor should contact the Bank where the Foreign Investor's Dedicated Bank Account is opened for advice on the receipt and payment requirements applicable to the Dedicated Bank Account in order to avoid disruption to, or an inability to carry out, related transactions.

4.5. CAEX shall issue financial invoices to the Customer on a daily basis for service fees arising on the corresponding trading day.
4.6. Where the Customer requires a particular form of invoice, or requires invoices to be split or consolidated by day, the Customer may register with CAEX during business hours (from 9:00 AM to 5:00 PM of a Business Day). The registration and invoice-issuance procedures shall be carried out in accordance with CAEX's regulations, ensuring compliance with the statutory invoice-issuance deadlines.
4.7. Where required by Laws or by the Customer's internal regulations, the Customer is obliged to ensure that (i) the entire Contract and its execution and performance have been fully and validly approved by the Customer's competent internal authorities/levels, and (ii) any person representing the Customer (if any) who signs or confirms Orders or transaction documents is a lawful representative of the Customer with full authority to carry out such work.
4.8. The Customer shall provide complete, truthful, accurate and timely information relating to the Customer and the Customer's related persons as requested by CAEX from time to time (including information on the Customer's related persons, insiders, persons related to insiders, major shareholders and persons related to major shareholders, founders, and beneficial owners), as required under the Contract and Laws, and undertakes that the information provided is true and must promptly notify CAEX of any relevant changes.
4.9. Notification and updating of information are obligations of the Customer. Accordingly, in all cases, the Customer bears all responsibility and risk arising, and releases CAEX from all liability relating to the information provided by the Customer. The Customer's information on the Trading Account shall be consistent with the information on any other accounts opened by CAEX at the Customer's request. Where information on the Trading Account changes, the information on other accounts shall be deemed to change accordingly.
4.10. The Customer is deemed to acknowledge and accept transaction results on the Trading Account carried out by CAEX pursuant to Orders received through any Notification Method specified in the Contract.
4.11. The Customer shall pay service fees and other charges, costs and/or financial obligations arising in accordance with CAEX's regulations, together with any related taxes and fees under Laws and requirements of competent authorities, in full and on time. By using the Services and/or carrying out transactions and other activities on the Trading Account, the Customer is deemed to have been provided with, and to have read, understood and accepted, the schedule of service fees and charges published by CAEX on its website: https://www.caex.com.vn or the CAEX Application, the CAEX Website, or CAEX's notice sent to the Customer by one of the applicable Notification Methods.

4.12. The Customer agrees that, in addition to the service fees set by CAEX, deposit, withdrawal and transfer transactions in Crypto Assets, or other Crypto Asset transactions, may incur a Network Fee or other third-party fees. Such fees may vary depending on the status of the Blockchain network at the relevant time and shall be borne and paid by the Customer.

4.13. The Customer accepts and bears all risk arising from any transaction, activity, or decision relating to the Customer's Crypto Assets, other assets, and Trading Account. The Customer understands and confirms that CAEX makes no commitment or warranty, whether express or implied, direct or indirect, as to the preservation of the Customer's invested capital, the profitability of such capital, or any related matter.

4.14. The Customer undertakes and confirms that: where the Customer is subject to disclosure requirements or other cases of disclosure under CAEX's regulations and/or other applicable Laws when trading Crypto Assets, the obligation to make such disclosure (if any) rests with the Customer, and the Customer is responsible for proactively ascertaining and complying, in a timely and complete manner, with the disclosure procedures required by Laws. CAEX shall be released from all liability where the Customer breaches its disclosure obligations in any case.

4.15. The Customer confirms that, before and after entering into this Contract, it has been provided with complete information (by any means), and has read and understood, the documents and guidance on opening and closing a Trading Account, trading methods, Listed Crypto Assets, placing Orders, and all other related content and matters, including the risks the Customer may bear when investing in Crypto Assets. The Customer understands that any information, analysis, advice, recommendation and/or opinion (if any) of CAEX is for reference only, and in all cases the Customer must make its own decisions and bear full responsibility for its investment, trading and other activities on its Trading Account.

4.16. The Customer is responsible for regularly checking its assets and Trading Account statements, promptly notifying CAEX of any error or mistake, and cooperating in returning, at CAEX's request, any funds or Crypto Assets that are not the Customer's own but that have been mistakenly transferred and/or incorrectly recorded to the Customer's Trading Account by CAEX and/or any other party. Where CAEX does not receive the Customer's response or cooperation, or the Customer fails to provide sufficient valid evidence or documents proving lawful ownership as assessed by CAEX, then, by this Contract, the Customer agrees to unconditionally and irrevocably authorise CAEX to carry out freezing, unfreezing, accounting, and correction of erroneous or mistaken transactions without the Customer's opinion or consent. CAEX shall bear no liability, and the Customer undertakes not to make any complaint or claim against CAEX and/or any related party.

4.17. The Customer understands that connections between CAEX and Banks, service providers, CAEX's partners, and the Banks where the Customer opens payment accounts may give rise to risks or issues, and that CAEX and the aforementioned parties have made maximum efforts to limit such risks and issues by way of regulations, procedures or connectivity agreements between the parties. The Customer undertakes to accept and properly and fully comply with CAEX's regulations and Policies on account connectivity, and to accept all risks arising, without making any complaint, claim or action against CAEX and the aforementioned parties, except where CAEX is directly and wilfully at fault in causing damage to the Customer.

4.18. In the course of performing the Contract, depending on the Service or utility registered and/or used by the Customer, the Customer will be subject to other rights and obligations relating to such Services or utilities. In such cases, the rights and obligations of the relevant parties shall be governed not only by this Contract but also by the terms and conditions of the contracts, agreements, registrations, confirmations of the Customer and/or CAEX's Policies applicable to the relevant Services or utilities from time to time.

4.19. The Customer must compensate CAEX and related parties for any damage arising from a breach of any provision of the Contract (including this T&C and the Policies), other contracts, agreements or registrations relating to Services or utilities used, and/or a breach of Laws, regulations of competent authorities and/or CAEX's regulations from time to time.

4.20. The Customer is obliged to comply with Laws and CAEX's guidance when using the Services.

Article 5. Rights and Obligations of CAEX

In addition to the undertakings, confirmations, rights and obligations of CAEX set out elsewhere in the Contract and this T&C, CAEX has the following rights and obligations:

5.1. CAEX shall provide the Services and utilities registered and/or used by the Customer, carry out the accounting and management of funds and Crypto Assets on the Customer's Trading Account, or coordinate with the Bank where the Customer opens a payment account (including a Dedicated Bank Account) to carry out work considered necessary by CAEX in accordance with the Contract, this T&C, CAEX's regulations and Policies for each Service or utility, or Laws.

5.2. In addition to taxes, fees and charges under Laws or as required by a competent authority, CAEX may collect Service fees/charges from the Customer and shall publish such fee/charge levels on its website: https://www.caex.com.vn, the CAEX Application, or by a Notification Method specified in the Contract. For clarity, where the Customer breaches any payment obligation to CAEX, CAEX may impose penalties and default interest on the Customer's overdue amount until the Customer actually makes payment to CAEX.

5.3. CAEX may change the Service fee/charge levels at any time by notice on its website:

https://www.caex.com.vn and/or through any Notification Method. CAEX may change the penalty and default-interest rates applicable to the Customer's overdue amounts and notify the Customer by any Notification Method without requiring the Customer's prior consent, unless CAEX and the Customer agree otherwise. Where there is a change in the fee schedule, the new fee/charge level shall apply 30 days after CAEX's official notice, unless otherwise provided by the Laws.

5.4. CAEX has full discretion to defer a transaction, temporarily lock, freeze, unfreeze, sell, transfer, hold funds/Crypto Assets, dispose of part or all of the Crypto Assets, funds, and assets on the Trading Account, and/or take other necessary action as CAEX considers appropriate, in any of the following cases:

a. Pursuant to a written request from a competent Governmental Entity, and/or an authority/organisation with the power to enforce a decision on an administrative penalty, a judgment-enforcement decision, a tax-collection decision, an investigation, or a decision to freeze the account/transactions/Crypto Assets of another Customer (including but not limited to transactions showing signs of money laundering, suspicious transactions, or terrorism financing), or another payment obligation under the Laws, with notice to the Customer after such action is taken;

b. Pursuant to an agreement between the Customer and CAEX and/or a Third Party with a related agreement/interest with the Customer (*provided that* the Customer has given clear written consent);

c. At the request of the Customer or a party authorised or designated by the Customer;

d. Pursuant to a decision of CAEX where:

(i) The Customer forges records, or commits fraud or deception, when opening a Trading Account and/or using CAEX's Services;

(ii) The Customer opens or maintains an anonymous or impersonated Trading Account; buys, sells, leases, borrows or lends a Trading Account; steals, colludes to steal, buys or sells Trading Account information;

(iii) The Customer carries out, organises, or facilitates: the use of a Trading Account to commit or organise fraud, deception, illegal business, or other unlawful acts;

(iv) The Customer breaches the Contract and the Contract (including CAEX's Service policies) provides that CAEX may take such action;

(v) There is an error or mistake arising on the Customer's Trading Account, or at the request to cancel a credit transfer order from the service provider of the remitting party, where such provider identifies an error compared with the remitter's payment order, or an inconsistency with the remitter's intent;

(vi) The Customer has an outstanding debt obligation to CAEX that has not been paid;

(vii) To correct items that have been incorrectly recorded, recorded not in accordance with their nature, or not consistent with the intended use of the Trading Account under the Laws, with notice to the Customer;

(viii) The Customer engages in the conduct specified in Article 12.5(g) below;

(ix) As provided in this Contract (including CAEX's Policies);

(x) CAEX discovers signs of falsification, expiry, or invalidity in the Customer's identification documents or incorporation documents;

(xi) CAEX does not receive, in a complete and timely manner, supplementary or updated information or documents requested in the course of opening and using the Trading Account;

(xii) It is discovered that Crypto Assets in the Customer's Trading Account originate from Crypto Wallet Addresses on an international sanctions list or are connected to criminal or unlawful activity;

(xiii) Other cases consistent with other documents entered into or confirmed by the Customer;

(xiv) There is information from a Third Party (including a Bank, an Authorised Bank, or a Blockchain analytics/investigation/information provider) or CAEX has reasonable grounds to believe that the Trading Account and/or the balance or source of funds on the Trading Account is related, in whole or in part, to crime and/or unlawful conduct;

(xv) Other cases as provided by the Laws;

e. CAEX has reasonable grounds to suspect that a transaction relates to money laundering, terrorism financing, or a breach of sanctions/embargoes; or the Customer is on a sanctions or embargo list issued by a competent authority, or is assessed by CAEX as high risk;

5.5. CAEX has full discretion to apply any method of dealing with the Customer's funds and other assets (if any) to offset and/or perform the Customer's obligations and responsibilities under this Contract and/or under other agreements the Customer has entered into with CAEX, without requiring the Customer's opinion or consent.

5.6. CAEX shall carry out transactions on the Trading Account in accordance with Orders or requests received without bearing any liability relating to, including but not limited to, investment decisions, procedures, activities or transaction results. CAEX may record audio, record video, and retain information evidencing the Customer's intent to place Orders or transact, and such records shall be regarded as evidence of the Customer's Orders, requests and transactions.

5.7. CAEX has the right to proactively suspend/terminate/refuse to open or maintain a Trading

Account, or to not provide, or to suspend, or to discontinue the provision of, any Service, utility, or Order to the Customer at any time, without bearing any liability, in accordance with Laws or at the request of a competent authority, or where CAEX considers that the Trading Account, a transaction, or the Customer's use of the Trading Account or a Service or utility is abnormal or risky, or where the Customer fails to comply with or satisfy any of CAEX's Policies, or where the provision of such Service exceeds CAEX's conditions, capability, or permission, at CAEX's discretion.

5.8. CAEX is responsible for providing information on the Trading Account and transaction results to the Customer by one of the Notification Methods applied by CAEX.

5.9. CAEX may provide information relating to the Trading Account, Crypto Assets, and other information to competent authorities when requested and/or in other cases specified in this Contract.

5.10. CAEX is obliged to update changes to the Customer's information relating to the Trading Account after receiving the Customer's request or confirmation, in accordance with CAEX's procedures and Policies from time to time.

5.11. To provide the Services to the Customer fully, accurately, and in a timely manner, in accordance with agreements with the Customer and/or CAEX's regulations and Policies published from time to time, consistent with Laws.

5.12. CAEX shall compensate the Customer for actual damage arising, in accordance with a specific agreement or Laws, if such damage arises directly due to CAEX is at fault and in breach of this Contract. CAEX undertakes to be responsible for dispute resolution and compensation in accordance with Laws where the Customer loses funds or Crypto Assets due to a security breach, unauthorised intrusion, or fraud affecting the security systems of the CAEX Exchange.

5.13. However, CAEX shall be fully released from liability to compensate if such damage arises from an error (whether unintentional or intentional) of the Customer, a Bank (if any), or the Customer's transaction representative, or from the Customer's own disclosure of information, fraud by a Third Party, and/or matters outside CAEX's management or control. In addition, CAEX shall be released from liability for any indirect damage that the Customer may suffer, such as investment opportunities, investment profits, or investment performance.

5.14. Where the Customer dies, goes missing, loses civil act capacity, has restricted civil act capacity, or is detained, prosecuted, indicted, or tried in a criminal matter, or leaves its place of residence without notifying CAEX of a contact address; where a Customer that is an organisation is dissolved or becomes bankrupt; where the Customer's legal representative, manager, executive, or authorised person to carry out transactions is detained, prosecuted, indicted, or tried in a criminal matter; or upon any other event that may affect CAEX's provision of Services to the Customer and/or affect the Customer's financial position or ability to perform financial obligations, as assessed by CAEX, CAEX has the right (but not the obligation) to take any of the following actions (depending on the specific case and at CAEX's decision):

a. Stop providing any Service or Order to the Customer;
b. Freeze/unfreeze/restrict transfer of/block/delay transactions on the Customer's Trading Accounts;
c. Debit/transfer funds and Crypto Assets, settle assets, or reallocate assets internally across the Customer's wallets/Trading Accounts to pay the Customer's obligations due to CAEX or a competent Governmental Entity;
d. Postpone/suspend or refrain from taking any action that could affect CAEX's recovery of debt from the Customer;

Where CAEX takes action under Articles 5.14(b) and (c) above, the Customer's debts and financial obligations shall be deemed due. Where CAEX decides to take any action under this Article 5.14(d), CAEX need not give prior notice or obtain the prior consent of the Customer or any related person, including the Customer's heirs, subrogees, guardians, persons with a related interest, asset managers, or authorised persons or other representatives related to the Customer.

Where the Laws require CAEX to notify the Customer's heir, subrogee, or guardian when disposing of the Customer's assets, CAEX shall only give such notice where it is clearly aware, from reliable sources, of such heir, subrogee, or guardian, and/or has been provided with documents proving such status in accordance with the Laws; in other cases, CAEX shall be deemed not to be aware of such information, and CAEX shall give notice of the disposal of the Customer's assets on the CAEX Website and/or by another Notification Method at CAEX's decision, consistent with Laws from time to time, and shall be fully released from liability for taking the actions specified in Article 5.14(d) of this clause.

Where, after disposing of all of the Customer's assets, CAEX has still not fully recovered the debt or financial obligation, CAEX may require the Customer's heir, subrogee, or guardian to continue performing the Customer's debt-repayment obligation, in accordance with Laws.

Article 6. Contact Information

6.1. In addition to complying with the form applicable to registration, deregistration, confirmation and other similar matters under the Contract (including CAEX's applicable Policies for each Service), where the Customer needs to send information and/or a notice to CAEX, this shall be done by hand delivery or through postal/courier services to CAEX's head office, branch, or transaction point, at the address and/or in the form specified by CAEX from time to time, according to the corresponding contact information published on the CAEX Website/CAEX Application from time to time.

6.2. CAEX may send information or notices to the Customer by one of the Notification Methods applied by CAEX. Where CAEX uses email, phone calls, or text messages, CAEX shall use the phone number or email information registered or updated by the Customer as recorded in CAEX's system. All notices sent by CAEX to the Customer shall be deemed successfully sent once CAEX has sent them to the Customer's registered contact information recorded in CAEX's system, and shall be determined as set out in Article 6.3 below.

6.3. Any notice sent by CAEX to the Customer shall be deemed successfully sent if it falls within one of the following cases:

a. if published on the CAEX Website, at the point 24 (twenty-four) hours after the time of publication;
b. if displayed on the Customer's Trading Account through the CAEX Application/Crypto Asset Trading System/other online Crypto Asset trading software/platform;
c. if hand-delivered to the Customer, at the time of delivery;
d. if sent by registered mail, at the end of a period of 3 Business Days after sending (as confirmed by the post office);
e. if sent by email, at the time CAEX's information technology system records that the email has been successfully sent to the Customer's registered email address;
f. if sent by text message, once CAEX has sent the text message to the Customer's registered phone number;
g. if sent by any other means of communication agreed with the Customer and/or applied by CAEX from time to time.

Article 7. Amendment and Supplementation to the Contract

7.1. This Contract (including the Account Opening Application Form and Crypto Asset Service Contract on the CAEX Exchange, this T&C, other related documents, and CAEX's regulations and Policies for its Services and utilities) may be amended and/or supplemented as follows:

a. For the Account Opening Application Form and Crypto Asset Service Contract on the CAEX Exchange: amended or supplemented in accordance with the Customer's registered or updated information with CAEX;
b. For this T&C: amended or supplemented pursuant to a decision, notice or adjustment by CAEX from time to time, published on the website: https://www.CAEX.com.vn or the CAEX Application;

c. For the regulations and Policies applicable to CAEX's Services and utilities: amended or supplemented pursuant to a decision, notice or adjustment by CAEX from time to time.

7.2. Any amendment or supplement to any document or content made in the manner set out above shall be valid and irrevocably binding on the Customer, regardless of the manner in which the original document or content was entered into or established.

7.3. By using the Services and/or maintaining a Trading Account at CAEX after any amendment or supplement has been validly published, the Customer is deemed to have accepted the CAEX's amendment or supplement in their entirety. Where the Customer does not agree, the Customer may request to stop using the Services and carry out the procedures to close its Trading Account in accordance with CAEX's regulations.

Article 8. Effectiveness of the Contract

8.1. The Contract takes effect from the date the Customer uses any of CAEX's Services or enters into/confirms/agrees to the Account Opening Application Form and Crypto Asset Service Contract on the CAEX Exchange, whichever is earlier, and shall only terminate in the following cases:

a. The Contract is terminated by written agreement between the parties after the parties have fully discharged their respective responsibilities and obligations.

b. The Contract is terminated by the Customer upon written notice received by CAEX, after the Customer has fully performed all obligations and responsibilities arising and completed the procedures for closing the Trading Account in accordance with CAEX's regulations and Policies from time to time.

c. The Contract is terminated by CAEX upon notice sent to the Customer by one of the Notification Methods applied by CAEX, in the following cases:

(i) Pursuant to Laws and/or the requirement of a Governmental Entity;

(ii) The Customer breaches the Contract and/or any of CAEX's regulations in the course of using the Trading Account and/or CAEX's Services;

(iii) The Customer fails to perform, fails to fully perform, and/or fails to timely perform any provision of the Contract (including any Policy of CAEX);

(iv) The Customer does not agree and/or does not respond with agreement to any amended, supplemented or updated Policy, regulation, term or condition, within the notified period requested by CAEX;

(v) The Customer provides incorrect or dishonest information or documents, in whole or in part, relating to CAEX's customer identification or authentication procedures;

(vi) CAEX ceases to provide Crypto Asset services and/or ceases operations;

(vii) At any time when the Customer is on a list of persons with whom relationships, new Trading Accounts and/or bank accounts (including Dedicated Bank Accounts) may not be established and/or for whom transactions may not be carried out, under CAEX's Policy and/or the Laws on anti-money laundering, counter-terrorism financing, and counter-proliferation financing of weapons of mass destruction from time to time; or

(viii) Other cases at CAEX's reasonable discretion or decision from time to time.

d. Other cases of termination as provided in this Contract.

8.2. Upon termination of the Contract under Article 8.1 above:

a. The Customer must fully pay any outstanding or arising taxes, fees, costs and obligations relating to the Trading Account and/or Services used, to CAEX and related parties;

b. Where the Customer fails to fully pay any obligation, CAEX has full discretion to sell or dispose of the Crypto Assets, funds and assets related to the Trading Account to recover such outstanding amount from the Customer;

c. Where the Contract is terminated and the Trading Account closed while assets remain on the Trading Account (if any), if CAEX is unable to contact the Customer after sending notice up to 3 (three) times by one of the Notification Methods to the Customer or the Customer's lawful representative, heir, successor, or guardian (if any), or the Customer fails to carry out the procedures notified by CAEX to reclaim the remaining assets, the Customer shall be deemed to have abandoned such assets, and CAEX shall have full discretion to dispose of such assets by any method it decides, consistent with Laws. By this Contract, the Customer agrees that the Customer and/or the aforementioned related persons shall have no further opinion, request, complaint, or claim against CAEX or in respect of such remaining assets.

d. Unless otherwise agreed in writing or by another means applied by CAEX, termination of the Contract shall not affect the continued effect of the provisions of Article 9 (Confidentiality of Information). All such provisions shall remain effective indefinitely, regardless of the term of the Contract.

e. If any content of the Contract or its accompanying documents is unenforceable or invalid, this shall not affect the validity or enforceability of the remaining provisions.

f. Matters not addressed in the Contract or its accompanying documents shall be governed by CAEX's regulations and notices or relevant Laws.

Article 9. Confidentiality of Information

CAEX undertakes to keep confidential information relating to the Customer, and may provide Customer information in the following cases:

9.1 as required by Laws, or to a competent authority or individual;

9.2 to Banks (including Authorised Banks), auditors, investigators, advisors, software/application providers, and operation, warranty, maintenance, or information-security service providers for applications or software that a Third Party connects with and/or cooperates with CAEX;

9.3 to related Third Parties with whom the Customer has an agreement, or who provide a Service used by the Customer, or with whom the Trading Account is linked (if any);

9.4 in cases specified in the Contract or related documents, or where CAEX considers it necessary to provide, maintain, improve, or enhance the quality of the Service;

9.5 to CAEX's parent company, subsidiaries, or affiliated companies to perform the Contract and/or provide the Service to the Customer; and/or

9.6 with the approval, consent and/or at the request of the Customer/the Customer's lawful representative, by any means; and/or

9.7 at the request of the Customer's heir, subrogee, or guardian, in accordance with this Contract and CAEX's internal regulations.

Article 10. Copyright, Trademarks, and Reproduced Materials

10.1. The Customer understands and agrees that CAEX is the sole and lawful owner of the brands, trademarks, symbols, images, logos, icons, service marks, Service names, internet domain names, software, texts and/or other information content controlled by CAEX.

The CAEX brand, including trademarks, logos, names, colours, the stylised letter *X* symbol, and other service marks displayed on the CAEX Website, CAEX Application, CAEX Exchange, Crypto Asset Trading System, operating platform, or other display media of CAEX, is protected under law. As the lawful owner of the content displayed on such channels, CAEX has full discretion to amend, supplement, or delete any content at any time without notice.

10.2. The Customer understands that CAEX owns and/or has the right to use all copyrights and intellectual property rights on the CAEX Website, CAEX Application, CAEX Exchange, Crypto Asset Trading System, and CAEX platform through which the Customer connects to and accesses the Crypto Asset Services.

10.3. The Customer agrees that it has no right, claim, or interest in any copyright, patent, trademark, service standard, proprietary property, trade secret, or proprietary work relating to such information. The Customer agrees not to make any statement or take any action to establish or exercise any right or claim over such information.

Article 11. Governing Law and Dispute Resolution

11.1 The Contract shall be governed by and construed in accordance with the Laws of Vietnam.

11.2 The official and sole language used in the Contract, all related documents, notices, and dispute-resolution procedures is Vietnamese. Any translation into another language is for reference only and has no binding legal effect.

11.3 Any dispute arising from and/or related to the Contract shall first be resolved through negotiation between the Customer and CAEX. If the dispute cannot be resolved, either party may refer the dispute to a competent court of Vietnam in accordance with Laws.

II. PROVISIONS ON OPENING AND USE OF THE TRADING ACCOUNT, LISTING, CUSTODY AND ASSET MANAGEMENT

Article 12. General Provisions on Opening and Use of the Trading Account on the CAEX Exchange

12.1. A Domestic Investor currently holding Crypto Assets, and a Foreign Investor, may open a Trading Account at CAEX to custody, purchase, sell, and transact in Crypto Assets in Vietnam. An investor may open only 01 (one) Trading Account on the CAEX Exchange.

12.2. In addition to complying with Vietnamese Laws, a Foreign Investor registering to open a Trading Account and use Crypto Asset Services on the CAEX Exchange must comply with the laws of the country where the institutional Investor is incorporated or operates, or an individual Investor is a national, except where such laws are contrary to the fundamental principles of Vietnamese Laws or to an international treaty to which Vietnam is a signatory.

12.3. A Foreign Investor must open a Dedicated Bank Account at an Authorised Bank before opening a Trading Account and/or using CAEX's Services.

12.4. An Investor (institutional or individual) registering to open a Trading Account and use Crypto Asset services on the CAEX Exchange must comply with relevant Laws on anti-money laundering, counter-terrorism financing, counter-proliferation financing of weapons of mass destruction, electronic transactions, cyberinformation security, cybersecurity, and data protection, in order to ensure security and safety in the Crypto Asset market, as well as other relevant specialised Laws.

12.5. When opening and using a Trading Account on the CAEX Exchange, the Customer is strictly prohibited from:

a. Buying, selling, leasing, borrowing, lending, or transferring a Trading Account;
b. Opening a fraudulent or impersonated Trading Account;
c. Using the Trading Account to carry out money laundering, terrorism financing, fraud, deception, or any other unlawful activity;
d. Providing false information during Trading Account opening registration or in the course of using the Service;
e. Using technology or technical means to intrude on, sabotage, or interfere with the Crypto Asset Trading System/service platform, software, or other CAEX system;

f. Carrying out transactions intended to manipulate the price of a Crypto Asset, create artificial supply or demand, or engage in Insider Trading;
g. Depositing into the Trading Account Crypto Assets originating from criminal or unlawful activity, or from Crypto Wallet Addresses subject to international sanctions.

12.6. The Customer's Crypto Asset transactions must be carried out through a validly issued Trading Account on the CAEX Exchange in accordance with this Contract, the Standard Operational Procedures, the Policies and other internal regulations of CAEX, and consistent with the Laws.

12.7. A Foreign Investor must open 01 (one) Dedicated Bank Account at 01 (one) Authorised Bank to carry out receipt and payment transactions relating to the purchase and sale of Crypto Assets through its Trading Account on the CAEX Exchange in Vietnam.

12.8. The Customer may use the Trading Account to carry out Crypto Asset transactions: custody, purchase, sale, exchange, investment and other Crypto Asset transactions, and other services (if any), consistent with applicable Vietnamese Laws.

12.9. The Customer understands and confirms that, under applicable Laws, a Domestic Investor who carries out Crypto Asset transactions other than through a crypto asset service provider licensed by the Ministry of Finance may be subject to administrative penalties or criminal prosecution. CAEX bears no liability arising from the Customer's breach of this provision.

Article 13. Persons Eligible to Open a Trading Account

13.1. A Domestic Investor that is an individual must satisfy all of the following conditions:
a. Is an individual of Vietnamese nationality;
b. Is at least 18 years of age and is not restricted in, or deprived of, civil act capacity under Vietnamese Laws;
c. Holds Crypto Assets at the time of completing Trading Account opening registration in accordance with applicable regulations.

13.2. A Domestic Investor that is an institution must satisfy all of the following conditions:
a. Is an institution established under Vietnamese Laws;
b. Holds Crypto Assets at the time of completing Trading Account opening registration in accordance with applicable regulations;
c. Undertakes that, upon participating in the CAEX Exchange, the Investor holds and maintains the full effectiveness of all necessary approvals of the Investor's competent level and any licenses of a competent Governmental Entity required under relevant Laws (if any) for participating in the offering, issuance, purchase, sale, investment, payment, exchange of Crypto Assets and other Crypto Asset transactions (if any).

13.3. A Foreign Investor that is an individual must satisfy all of the following conditions:
a. Is an individual of foreign nationality;

b. Is at least 18 years of age and is not restricted in, or deprived of, civil act capacity under Vietnamese law and under the law of the country of which the individual investor is a national;
c. Undertakes that, when carrying out transactions through the CAEX Exchange, the Investor shall at all times fully and accurately comply with the laws of the country of which the individual is a national, except where such laws are contrary to the fundamental principles of Vietnamese Laws or to an international treaty to which Vietnam is a signatory.
d. Must open and maintain 01 (one) Dedicated Bank Account at 01 (one) Authorised Bank.

13.4. A Foreign Investor that is an institution must satisfy all of the following conditions:
a. Is an institution established under foreign law;
b. Undertakes that, when participating in the Crypto Asset market in Vietnam, it shall comply with the laws of the country where the institution is established and operates, and with its own internal regulations (licenses, charter, internal regulations);
c. Must open and maintain 01 (one) Dedicated Bank Account at 01 (one) Authorised Bank.

Article 14. General Principles on Custody and Management of Crypto Assets

14.1. CAEX operates the Crypto Service Custody Service on the following principles: (i) integrity and transparency; (ii) professional prudence; (iii) protection of Customer assets; (iv) effective risk management and internal control; (v) compliance with anti-money laundering/counter-terrorism financing, sanctions, and transaction-monitoring obligations; and (vi) transaction log, retention, and readiness to provide records to the regulatory authority as required.

14.2. The Crypto Assets permitted to be held in custody and traded on the CAEX Exchange are Listed Crypto Assets.

14.3. The Customer's assets, including Crypto Assets and funds, are managed entirely separately from CAEX's own assets, ensuring no commingling in receipt, safekeeping, accounting, transacting, or allocation.

14.4. CAEX undertakes to carry out the custody, management, and protection of the Customer's assets in strict accordance with Laws, the guidance of the competent Governmental Entity, and applicable international security standards adopted by CAEX.

14.5. The Crypto Asset Custody Service is linked to CAEX's anti-money laundering/counter-terrorism financing programme, including: Customer risk classification, periodic review, transaction monitoring, and handling of cases requiring enhanced due diligence.

14.6. CAEX shall not use the Customer's assets for any other purpose, including lending, pledging, or mortgaging them, or using them as security for CAEX's financial obligations.

14.7. All activities relating to the management of Customer assets must ensure safety, transparency, and traceability, and must be supported by full operational records and logs, meeting the requirements of inspection, supervision, and audit.

14.8. CAEX's Crypto Asset custody system is designed on a tiered Hot Wallet–Cold Wallet model, combined with a centralised key-management mechanism and secure transaction signing, in order to ensure asset safety, continuous operability, and clear separation between functional layers. The custody system architecture comprises the Hot Wallet and Cold Wallet systems:

a. The Hot Wallet is the online wallet layer used by CAEX to perform daily operational functions, including:
   (i) Receiving Crypto Assets deposited by Customers into the system;
   (ii) Processing Customers' Crypto Asset withdrawal requests in accordance with regulations;
   (iii) Carrying out internal transfers between wallets within the custody system to ensure liquidity and operational safety.

b. The Hot Wallet must not be used for long-term storage of Customer assets and shall only maintain a balance within approved limits.

c. The Cold Wallet is the Crypto Asset custody wallet layer used by CAEX to store the majority of Customer assets in order to ensure the highest level of security.

d. The Cold Wallet is designed and operated on an offline basis, not directly connected to the Internet, and is used only for the following functions:
   (i) Long-term storage of the Customer's Crypto Assets;
   (ii) Receiving assets transferred from the Hot Wallet in accordance with approved allocation mechanisms/limits;
   (iii) Transferring assets from the Cold Wallet to the Hot Wallet where necessary, in accordance with internal control procedures.
   (iv) The Cold Wallet must not be used to process routine transactions or to receive direct requests from Customers.

Article 15. General Regulations on Trading

15.1. Trading Time: 24 hours a day and 7 days a week from Monday to Sunday each week, including Tet and official holidays under Vietnamese law and any make-up days for such holidays, unless the CAEX Exchange is permitted or required to close Crypto Asset trading pursuant to a competent Governmental Entity or Laws.

15.2. Order-matching method: Continuous Order Matching.

15.3. Order-matching principles:

a. Price priority:
   (i) A purchase Order at a higher price is given priority for execution.
   (ii) A sale Order at a lower price is given priority for execution.

b. Time priority: Where purchase or sale Orders are at the same price, the Order entered into the Crypto Asset Trading System first is given priority for execution.

15.4. Trading unit and price-quotation unit:

a. Trading unit: depending on each Crypto Asset, the minimum trading unit may differ and shall be determined and notified by CAEX on the CAEX Exchange from time to time.

b. Price-quotation unit: the price-quotation unit is denominated in Vietnam Dong (VND). Depending on each traded Crypto Asset, CAEX shall determine and notify the applicable price-quotation unit on the CAEX Exchange from time to time. Unless otherwise notified by CAEX, the default price-quotation unit is 1 VND.

15.5. Minimum transaction Order value: depending on each traded Crypto Asset, determined and notified by CAEX on the CAEX Exchange from time to time.

15.6. Types of Orders: Limit Orders and Market Orders.

15.7. Content of an Order:

a. Limit Order

(i) Type of transaction: Buy/Sell Crypto Asset.

(ii) Crypto Asset code.

(iii) VND amount or quantity of Crypto Asset ordered (one of the two fields is entered; the other is automatically calculated based on the order price).

(iv) Order price.

b. Market Order

(i) Type of transaction: Buy/Sell Crypto Asset.

(ii) Crypto Asset code.

(iii) VND amount/quantity of Crypto Asset ordered.

Note for Market Orders: there is no order price.

Substance of an Order may be changed from time to time.

15.8. Settlement principles:

a. All trading, offering, issuance, and settlement of Crypto Assets on the CAEX Exchange must be carried out in Vietnam Dong (VND) in accordance with Laws. All payment obligations, service charges, and receipts/payments relating to Crypto Assets shall be recorded and settled in VND.

b. Settlement time is immediately upon matching of the Order. Immediately after a spot Order is matched, the Crypto Asset Trading System shall record and carry out immediate settlement, specifically:

(i) The Buyer is obliged to pay the amount (in VND) corresponding to the quantity of Crypto Assets purchased at the matched price.

(ii) The Seller is obliged to transfer the quantity of Crypto Assets sold in accordance with the matched Order.

c. The Crypto Asset Trading System shall automatically carry out settlement by simultaneously updating balances as follows:

(i) For the Buyer: crediting the Crypto Asset balance to the Crypto Asset Custody Account and simultaneously debiting the fund (VND) balance on the Trading Wallet.

(ii) For the Seller: crediting the fund (VND) balance on the Trading Wallet and simultaneously debiting the Crypto Asset balance on the Crypto Asset Custody Account.

d. All transactions shall be simultaneously recorded in the Order History and Trade History, and in the reconciliation and audit systems of the Crypto Asset Trading System.

15.9. Any material change relating to trading rules, trading parameters, fee/charge schedules, limits/control measures, or a trading disruption/suspension (if any), shall be disclosed by CAEX in accordance with CAEX's information disclosure procedure, before and/or immediately upon application, depending on the degree and requirements of each case.

Article 16. Listing and Delisting of Crypto Assets

16.1. Listing of Crypto Assets:

The selection and inclusion of a Crypto Asset for trading on the CAEX Exchange shall be carried out after CAEX has completed an internal assessment; and such selection shall be reported to the competent Governmental Entity in accordance with applicable Laws. Once so listed, the Crypto Asset becomes a Listed Crypto Asset.

The Listing of a Crypto Asset on the CAEX Exchange does not constitute any warranty, recommendation, or confirmation by CAEX as to the value, safety, or investment prospects of that Crypto Asset.

16.2. Delisting of a Crypto Asset:

a. CAEX may delist any Crypto Asset from the CAEX Exchange upon discovering any of the following:

(i) The Crypto Asset no longer meets CAEX's listing criteria;

(ii) The issuing project of the Crypto Asset has ceased operations, or shows signs of fraud or a breach of Laws;

(iii) The Crypto Asset shows signs of violating exclusion rules relating to transparency and project engagement;

(iv) At the request of a competent Governmental Entity;

(v) Trading liquidity is too low or does not meet the CAEX Exchange's operational requirements;

(vi) There is a serious security or technical risk relating to the Blockchain or Smart Contract of the Crypto Asset;

(vii) Other cases assessed by CAEX as necessary to protect Customer interests and the stability of the CAEX Exchange.

b. Notification and handling upon Delisting: Upon deciding to delist a Crypto Asset, CAEX shall take the following actions:

(i) Notify the Customer by one of the applicable Notification Methods before the Delisting takes effect, except in an emergency at the request of a competent Governmental Entity or due to a serious security risk;

(ii) Set a deadline for the Customer to withdraw or transfer the delisted Crypto Asset out of the Trading Account;

(iii) After the notice period expires, CAEX shall suspend buy/sell trading of the delisted Crypto Asset. The Customer may still withdraw the Crypto Asset to another licensed crypto asset service provider within the period specified by CAEX;

(iv) Where, after the withdrawal period expires, the Customer still has a balance of the delisted Crypto Asset on the Trading Account, CAEX shall handle it in accordance with CAEX's Policy and Laws, including but not limited to converting it into VND at the market price at the time of handling (if feasible) or handling it by another method notified by CAEX;

16.3. Exemption from liability:

CAEX bears no liability for any damage arising to the Customer as a result of the Delisting of a Crypto Asset, including but not limited to damage from a decline in the value of the Crypto Asset, loss of liquidity, or the inability to trade that Crypto Asset on the CAEX Exchange. The Customer understands and accepts that the Listing of a Crypto Asset on the CAEX Exchange is not a commitment to maintain the listing permanently.

Article 17. Methods of Receiving Orders

17.1. CAEX shall receive the Customer's Orders by the following methods, depending on CAEX's actual service provision from time to time:

a. Receiving Orders through the Online Trading System in accordance with this T&C; and/or

b. Other methods specified in Article 17.2 of this Article.

17.2. CAEX may receive the Customer's Orders by other methods consistent with Laws, Policies, agreements with the Customer, and/or CAEX's applicable practice from time to time.

17.3. Where a contract, agreement, or other document to which the Customer is a party, regardless of its form or method of execution, contains content relating to an Order, then, by signing, entering into, or confirming such contract/agreement/document, the Customer shall be deemed to have made and sent an Order to CAEX.

Article 18. Conditions for Placing Orders

18.1. The Customer shall submit Orders in the form provided by CAEX or accepted by CAEX from time to time. The Customer shall confirm Orders in the manner applied or accepted by CAEX for each type of Order from time to time.

18.2. The Customer may only place a Crypto Asset trading Order when it fully satisfies the order-placement conditions applicable to each type of Crypto Asset under CAEX's Policy and Laws, including but not limited to: the Order containing complete information and payment value, the Trading Account having sufficient funds (for a purchase Order, except in the case of margin trading), sufficient freely tradable/transferable Crypto Assets (for a sale Order), and the estimated taxes, fees, and costs/service charges, unless otherwise provided by Laws and applied by CAEX. CAEX may refuse to execute an Order if the Customer fails to fully satisfy the order-placement conditions under applicable Laws and CAEX's Policy, in the following cases:

a. The Order is unlawful, invalid, or does not satisfy the technical conditions on the CAEX Exchange;
b. The Trading Account does not have a sufficient fund balance (for a purchase Order) or sufficient available Crypto Assets (for a sale Order);
c. The Trading Account is fully frozen or subject to trading restrictions;
d. There is a written request from a competent Governmental Entity;
e. The Customer breaches prohibited conduct under the Laws on Crypto Assets;
f. The Order relates to a Crypto Asset not permitted to be traded on the CAEX Exchange, or a Crypto Asset for which trading is suspended.

18.3. In addition to entrusting CAEX to manage the individual Investor's Trading Account and/or cases of placing Orders on the Customer's Trading Account under a Service used by the Customer in accordance with CAEX's Policy from time to time, the Customer has the right to place Orders itself or through a representative or an authorised party, and must notify CAEX. Authorisation of another party to carry out transactions must be made in writing or in another form as required or specified by CAEX, unless otherwise accepted or applied by CAEX. The Customer undertakes to accept all results and bear responsibility for all acts of its representative and authorised party, and releases CAEX from all related issues and obligations.

18.4. The Customer bears full responsibility for, and must itself ensure compliance with, its own internal regulations (if any) when the Customer, its representative, or its authorised party makes, sends, confirms and/or agrees to an Order (including but not limited to as to details and procedures). Upon receiving an Order, CAEX has no obligation to verify, or any other responsibility, and may presume that such Order satisfies the correct authority and fully complies with the Customer's internal regulations for execution.

18.5. CAEX has the right (but not the obligation) to refuse to execute the Customer's transaction or to require the Customer to supplement or complete the Order before executing the transaction, if CAEX identifies and/or assesses (without any obligation to prove) that any Order is invalid or shows signs of irregularity, including but not limited to a written Order signed without proper authority or with a signature that does not match that registered with CAEX, or a Customer Order that does not contain complete and accurate information as required under Crypto Asset laws from time to time.

18.6. Unless CAEX otherwise agrees consistent with Laws, CAEX may refuse to execute an Order that is sent not in accordance with CAEX's Policy and/or application from time to time, as published through any Notification Method.

18.7. The Customer may only amend/cancel an Order or part of an Order that has already been placed if the following conditions are satisfied:

a. The Order/part of the Order has not yet been matched;
b. The amendment/cancellation request is sent during Trading Time;
c. The amendment/cancellation is consistent with Laws and CAEX's regulations; and
d. The amendment/cancellation, in CAEX's assessment, does not harm CAEX's interests.

18.8. The Customer shall comply with and properly and fully satisfy all regulations and conditions relating to the placing of Orders under Laws and CAEX's Policy from time to time, in connection with opening and using the Trading Account and trading funds and Crypto Assets.

Article 19. Cancellation of Trading Orders

19.1. The Customer may only cancel a placed Order in the following cases:

a. The Order has not yet been matched; or
b. The Order has only been partially matched. In this case, the remaining unmatched part of the Order shall be cancelled while the matched part retains its result.

19.2. Method of execution: on the "List of Pending Orders" on the CAEX Application/Website, the Customer shall find the Order to be cancelled and select "Cancel Order." The Order or the unmatched part of the Order (if partially matched) shall be cancelled accordingly.

19.3. Where the system is disrupted or CAEX activates a trading suspension measure under its incident-handling procedure, the right to cancel an Order may be restricted/temporarily locked; the handling of pending Orders and the restoration of Order status shall be carried out at CAEX's decision and fully recorded on the system to support reconciliation and complaint resolution.

Article 20. Freeze of Trading Account

20.1. The Trading Account may be frozen, in part or in whole, as to funds and/or Crypto Assets on the Trading Account, in the following cases:

a. Pursuant to a prior agreement between the Customer and CAEX, or at the Customer's request;

b. Pursuant to a decision or written request of a competent Governmental Entity under the Laws;

c. Where CAEX discovers a mistake or error in an erroneous credit (of funds or Crypto Assets) to the Customer's Trading Account, or acts pursuant to a request for the return of funds from a remittance service provider due to a mistake or error compared with the remitter's payment order after crediting the Customer's Trading Account. The amount of funds/Crypto Assets frozen on the account must not exceed the amount of the mistake or error;

d. Locking of the Trading Account pursuant to a decision of CAEX, in cases where CAEX has grounds to believe the Customer has breached prohibited conduct under relevant law, including but not limited to conduct:

(i) Specified in Article 5.4(d)(i), (ii), (iii), (viii), (x), (xi), (xii), (xiv) or (xv), or Article 5.4(e);

(ii) A serious breach of Article 5.4(d)(iv).

20.2. The freeze on the Trading Account shall be lifted:

a. Pursuant to a written agreement between the Customer and CAEX;

b. Upon a decision to lift the freeze by a competent Governmental Entity in accordance with Laws;

c. Once the mistake or error in the funds/Crypto Asset transfer settlement referred to in Article 20.1(c) above has been resolved;

d. Once the case referred to in Article 20.1(d) above has been resolved. Where CAEX's or the competent Governmental Entity's conclusion on the handling of the case results in the closure of the Customer's Trading Account, this shall be handled in accordance with Article 21 below.

20.3. Where the Customer and/or a competent Governmental Entity carries out or requests an unlawful freeze of the Trading Account causing damage to the Customer, the responsible party shall compensate for actual damage (if any) in accordance with Laws.

20.4. Notices relating to the freeze and unfreeze of the Trading Account shall be given in accordance with the Contract and by one of the applicable Notification Methods.

Article 21. Closing of the Trading Account

21.1. The Trading Account may be closed when:

a. The Customer so requests and has fully performed the obligations relating to the Trading Account;
b. The Customer, being an individual, dies or is declared dead;
c. An institution holding the Trading Account ceases operations under law;
d. The Customer breaches prohibited conduct under relevant Laws, including but not limited to the conduct specified in Article 5.4(d)(i), (ii), (iii), (iv), (viii), (xii), (xiv), or (xv), or Article 5.4(e).
e. The Customer no longer satisfies the conditions to open or maintain a Trading Account under applicable Vietnamese law from time to time.

21.2. After closing the Trading Account, CAEX shall notify the Customer, or the representative or lawful heir where the Customer, being an individual, has died or been declared dead. Where the Customer, representative, or lawful heir has been notified but fails to claim the assets, CAEX shall handle the remaining balance upon closing the Trading Account in accordance with any prior agreement between the Customer and CAEX and relevant laws.

21.3. After closing the Trading Account, a Customer who wishes to use a Trading Account again must carry out the Trading Account opening procedures in accordance with CAEX’s regulations.

21.4. Handling of Crypto Assets and funds upon closing the Trading Account:

a. Crypto Assets and financial obligations shall be handled at the Customer’s request, or as agreed between the Customer and CAEX and in accordance with relevant Laws; where the Customer has lost civil act capacity, has difficulty in perception or behavioural control, or has restricted civil act capacity, payment shall be made at the request of the legal representative or guardian in accordance with civil law; or payment shall be made to the lawful heir or heir’s representative where the Customer, being an individual, has died or been declared dead;
b. Crypto Assets shall be handled pursuant to a decision of a competent Governmental Entity in accordance with Laws;
c. Crypto Assets shall be handled in accordance with Laws in cases where the lawful beneficiary of the Crypto Asset or fund balance on the Trading Account has been notified but does not come forward to claim it.

III. ONLINE TRADING AND RISK DISCLOSURE

Article 22. Online Trading Service

22.1. By registering for the Online Trading service in the Account Opening Application Form and Crypto Asset Service Contract, or in an Online Trading registration document, or through any other registration document or confirmation method of the Customer recorded by CAEX from time to time through the Online Trading System and/or in writing or by electronic means, the Customer shall be deemed to have requested and registered to use CAEX's Online Trading service, unless the Online Trading service is provided to the Customer by default under CAEX's Policy from time to time.

22.2. The Online Trading service is provided by CAEX to the Customer to carry out any activity, including but not limited to:

a. opening a Trading Account;
b. accessing the Trading Account;
c. placing trading Orders, and placing, amending and/or cancelling Orders (including funds-transfer Orders);
d. sending, receiving and/or changing, updating information, notices, and receiving transaction results;
e. entering into, registering and/or confirming Service contracts, agreements, and terms and conditions;
f. making requests for other transactions or activities on the Trading Account through any Online Trading platform within CAEX's Online Trading System.

22.3. Where a technical event relating to the Blockchain network occurs (including but not limited to a Hard Fork, Soft Fork, Airdrop, or Token Burn, network congestion, or a protocol error), CAEX shall act in accordance with its Blockchain event-handling policy published on the CAEX Website/Application from time to time. The Customer has no right to make a claim against CAEX for damage arising from events outside CAEX's control, including the Blockchain events referred to above.

22.4. CAEX has the right to proactively stop, adjust, supplement, or change the provision of any content of the Online Trading service at any time, through one of the Notification Methods applied by CAEX.

22.5. Upon downloading, installing and/or using any component of the Online Trading System, the Customer is deemed to accept the status, availability, and operability of the Online Trading System at the relevant time, and to be bound by CAEX's Policies, regulations, and conditions relating to the Online Trading System from time to time.

Article 23. Receipt and Transmission of Data Messages

23.1. Any Data Message that CAEX sends to the Customer shall be deemed validly received by the Customer if sent by one of the Notification Methods applied by CAEX, regardless of whether the Customer reads, views, or confirms it.

23.2. The Customer shall send Electronic Orders and Electronic Documents to CAEX and/or another party through the Online Trading System in accordance with CAEX's application and/or acceptance from time to time for each type of information and Service. The time the Customer sends such information is the time recorded by CAEX's Online Trading System, unless otherwise applied and/or accepted by CAEX.

23.3. When sent, received, or entered into through the Online Trading System in accordance with CAEX's policy and/or application, a Data Message:

a. Shall not be denied legal validity solely because the information therein is expressed in the form of a Data Message;
b. Shall be deemed to satisfy any legal or contractual/agreement requirement that information be expressed in writing;
c. Has the same value as an original; and
d. Has evidentiary value, and such value cannot be denied solely because it is a Data Message.

Article 24. Execution of Documents and Placing of Electronic Orders

24.1. Depending on CAEX's application from time to time and for each Service, an Electronic Document may be entered into with the Customer through the Online Trading System in any of the following forms:

a. The Electronic Document is displayed on the Online Trading System, and the Customer enters into it by selecting the corresponding function key/button displayed on the Online Trading System;
b. CAEX sends a proposal to enter into a document, and the Customer confirms acceptance of the Electronic Document by selecting the corresponding function key/button on the Online Trading System, or by not objecting to the proposal within the period specified in the proposal; or
c. Another form agreed by the parties or provided by CAEX on the Online Trading System.

24.2. The time of execution of the Electronic Document is recorded on the Online Trading System or another system of CAEX. An Electronic Document entered into under this Article has full legal validity and binds the parties as if executed by way of a directly signed document.

24.3. To place an Electronic Order, the Customer must send an Electronic Order containing all necessary information as required by CAEX from time to time. The time CAEX receives the Customer's Electronic Order is the time recorded on CAEX's Online Trading System.

24.4. The Customer agrees that Electronic Orders or Electronic Documents received and accepted by CAEX shall constitute an agreement between the Customer and CAEX and/or another related party, form an integral part of the Contract, and have legal validity binding the Customer's rights and obligations.

24.5. CAEX may act on any Electronic Order or Electronic Document it receives, except where such

Electronic Order or Electronic Document does not satisfy CAEX's requirements. The Customer authorises CAEX to have full discretion to carry out any work, transaction, or arrangement that CAEX considers necessary to implement the aforementioned Electronic Orders and Electronic Documents, including but not limited to preparing and confirming order tickets, materials, and other related documents on the Customer's Trading Account.

24.6. Where, in addition to the Customer's Electronic Order, CAEX receives any other order ticket or document from the Customer submitted directly or by another non-online method, containing content different from the Electronic Order received by CAEX, CAEX may decide to act only on such other order ticket or document once the Electronic Order can be amended and/or cancelled.

24.7. CAEX shall not be liable to the Customer or any other party for any action or omission taken by CAEX on the basis of an Electronic Order, Electronic Document and/or other document received by CAEX, including but not limited to selling, disposing of, freezing, unfreezing, or transferring Crypto Assets, assets, or funds on the Trading Account.

Article 25. Authentication Regulations

25.1 For entering into or accepting Electronic Orders and Electronic Documents, CAEX shall apply an authentication solution consistent with its capability, Policy, and relevant Laws from time to time.

25.2 The Customer must select an authentication solution provided by CAEX from time to time when opening a Trading Account and/or registering to use the online Crypto Asset trading service. If the Customer does not select one, CAEX may proactively assign the authentication solution applicable to the Customer.

25.3 The Customer may re-register an authentication solution from among the authentication solutions provided by CAEX from time to time. The re-registration method shall follow CAEX's Policy and/or application.

25.4 Unless otherwise accepted or applied by CAEX, the Customer's Electronic Orders or Electronic Documents shall be authenticated as required by CAEX, matched against the Customer's registered information stored on the Online Trading System, or information generated by the Online Trading System (applicable where the generated information is a one-time password (OTP), an authentication code, a digital signature, or another case under CAEX's Policy).

Article 26. Undertakings, Rights and Obligations of the Parties

26.1. Undertakings, Rights and Obligations of CAEX

a. To build an Online Trading System that meets the minimum requirements of Laws for carrying out electronic transactions and online Crypto Asset trading.

b. To store information, data, documents, and materials relating to the Customer, including but not limited to the Electronic Orders and Electronic Documents received.
c. To keep the Customer's Online Trading information confidential, consistent with the Contract, agreements between the Customer and CAEX, and/or Laws.
d. To proactively add or remove features, adjust the interface, change the structure, or make any other change/adjustment to the Online Trading System without needing to notify or obtain the Customer's consent. Where Laws require notice to be given, by continuing to use the Online Trading System and/or maintain the Trading Account after notice, the Customer shall be deemed to have accepted all such changes/adjustments.
e. To have discretion to charge fees for providing the Online Trading service through the Online Trading System at the fee level listed, published and/or notified through any Notification Method in accordance with the Laws.
f. To send messages, make phone calls to the registered phone number, send mail to the registered email address, or to the Customer's registered social media account, or to contact the Customer by another method consistent with CAEX's regulations from time to time.
g. To bear no responsibility whatsoever for (i) the accuracy, completeness, or timeliness of the Online Trading System; (ii) the uninterrupted or error-free operation of the Online Trading System; and (iii) other cases.
h. To exercise other rights specified in the Contract, other agreements and/or documents entered into with the Customer, and Laws.

26.2. Undertakings, Rights and Obligations of the Customer

a. To have non-exclusive use of the Online Trading System on the basis of installing and accepting the terms, conditions and/or Policies applicable to the applications, software or corresponding components of the Online Trading System.
b. To bear full responsibility for managing, monitoring, controlling and using the Trading Account, and to ensure the accuracy, completeness and currency of all Data Messages sent through the Online Trading System to CAEX and/or another party.
c. Not to use the Online Trading System to carry out any transaction or activity in breach of Laws and/or inconsistent with CAEX's policies, regulations, and applications. The Customer bears full responsibility where the Customer uses the Online Trading System to carry out any transaction or activity in breach of Laws and/or inconsistent with CAEX's policies, regulations, and applications, and shall fully compensate CAEX for any damage arising from and/or related to the Customer's breach.
d. To use electronic devices with a compatible operating system to install and use the Online Trading System, to install reputable anti-virus software on such devices, and to ensure it

does not spread viruses, use or spread malicious software, or take any action, whether intentional or unintentional, act or omission, that affects or damages the Online Trading System; in the event of a breach of this provision, the Customer bears full liability for any damage caused to itself, CAEX, and other related parties.

e. The phone number registered by the Customer for use of the Trading Account must be a mobile subscription that is registered and authenticated in the Customer's own name (verifiable), currently active, and lawfully owned and used by the Customer.

f. To keep confidential the Trading Account information and all User Name and Passwords for its own use, not to register a phone number/email/fax/other account that does not belong to the Customer for transacting, authenticating, or sending/receiving information, not to access links, software/applications of unknown origin, or unfamiliar interfaces not belonging to CAEX, and not to share and/or allow the use of related information, data, or electronic devices with any party in any form, including CAEX employees; the Customer is responsible for verifying the legality/origin of software/applications before installing them on devices used to carry out Online Trading at CAEX. CAEX shall bear no liability whatsoever for any risk of information leakage, theft, or asset damage on the Customer's Trading Account and/or CAEX's Online Trading System arising from the Customer's failure, whether intentional or unintentional, to comply with this provision.

g. To immediately notify CAEX where any Electronic Order or Electronic Document is not executed in accordance with the Customer's intent and/or the regulations or agreement with CAEX, or where the User Name and Password is disclosed or lost, the bank account linked to the Trading Account (including the Dedicated Bank Account) is lost, the SIM linked to the registered phone number is lost, and/or the electronic device on which the Online Trading System is installed is lost, or where there is suspicion of any unauthorised takeover or control of the Customer's SIM/Trading Account/bank account linked to the Trading Account/electronic device.

h. To be responsible for all Electronic Orders and Electronic Documents placed or sent through the Customer's registered phone number, email, or account, and to bear full responsibility for all operations, orders, transactions and activities on the Trading Account and the Online Trading System.

   By maintaining the Trading Account, the Customer acknowledges that any operation, Order, transaction or activity recorded on the Trading Account through the Online Trading System shall be presumed to have been carried out by the Customer itself (and/or the Customer's transaction representative) and/or by CAEX in accordance with the Customer's agreement/instruction/request/proposal, except where (i) the Customer has timely notified CAEX of the events specified in Articles 26.2(f) and (g) above and CAEX has confirmed receipt of such notice, and (ii) CAEX has prevented or cancelled the Orders and transactions arising after receiving such notice.

i. To compensate for all damage at CAEX's request upon the occurrence of any of the following events:
   (i) The Customer engages in dishonest, deceptive and/or fraudulent conduct;
   (ii) The Customer breaches CAEX's requirements on Online Trading;
   (iii) The Customer misuses the Online Trading System;
   (iv) The Customer uses the Online Trading System for unlawful transactions or activities; or
   (v) The Customer breaches any provision of this Contract.

j. To exercise other rights and perform other obligations specified in the Contract, other agreements and/or documents entered into with CAEX, Third Parties, and Laws.

Article 27. Risk Disclosure

27.1. The Customer agrees that Online Trading are always associated with and/or carry potential risks arising outside CAEX’s control and responsibility, including but not limited to:

a. Technical or other errors arising from hardware, software and/or equipment systems;

b. System failures or virus/malware infections; internet incidents, network congestion, high latency, connection interruptions, or Blockchain infrastructure issues that disrupt information exchange or affect the receipt, processing, or execution of the Customer’s Online Trading;

c. The Customer’s system, device, or account being attacked, unlawfully interfered with, hacked, spoofed, infected with malware, or subjected to other forms of attack that disrupt or delay information exchange, interrupt the Customer’s use of the Trading Account, or cause errors or mistakes in authentication and/or transactions;

d. System errors or outages causing the Customer’s transactions to be delayed, not executed, omitted, duplicated, or otherwise erroneous; Orders being stuck, halted, delayed, or containing data errors;

e. Possible inaccuracy in Customer identification; errors in security, authentication, or identification methods such as security codes, usernames, passwords, One Time Passwords (OTP), 2FA, password-recovery information, email, phone number, Private Keys, seed phrases, or other authentication factors;

f. The Customer’s Trading Account information, username, Password and/or security code being disclosed, misappropriated, or unlawfully used;

g. Errors or discrepancies that may occur in Crypto Asset pricing tables and other Crypto Asset information during Online Trading;

h. Any other risk that may arise in the course of Online Trading and/or any risk stated in the Online Trading Risk Disclosure Statement, links, or notices posted on the website: https://www.caex.com.vn and/or the CAEX Application from time to time.

27.2. In addition to the Online Trading risks referred to above, the Customer understands, confirms and accepts the following risks specific to trading Crypto Assets:

a. Price volatility risk: the price of a Crypto Asset may fluctuate sharply over a short period, including the possibility of a total loss of investment value. CAEX makes no commitment or warranty as to the value or the maintenance of value of any Crypto Asset;

b. Liquidity risk: a Crypto Asset may experience low liquidity, preventing the Customer from buying or selling the Crypto Asset at the desired price or within the desired time;

c. Blockchain technology risk: including but not limited to errors or vulnerabilities in a Smart Contract, a Hard Fork or Soft Fork of the Blockchain network, an Airdrop, a 51% Attack, a Smart Contract Exploit, an Oracle Failure, network congestion, or fluctuations in the Network Fee resulting in transaction delays, increased transaction costs, or other technical errors of the underlying technology;

d. Legal and regulatory risk: the legal framework for Crypto Assets in Vietnam and internationally is still developing and may change. Changes in law may affect the value, tradability, legality, or accessibility of the Customer’s Crypto Assets;

e. Risk of loss of an unrecoverable transaction: Crypto Asset transactions on the Blockchain are irreversible in nature. Once a transaction is confirmed on the Blockchain, it cannot be cancelled or refunded, unless the recipient agrees to carry out a reverse transaction.

   CAEX shall not be held liable for any Crypto Assets that are not supported by CAEX or are converted into another type of Crypto Asset sent by the Customer to CAEX, or for Crypto Assets sent to CAEX that are incompatible with the Crypto Wallet Address. For the avoidance of doubt, the sending of incompatible Crypto Assets to a Crypto Wallet Address may result in the Customer losing all such Crypto Assets. CAEX has no obligation to assist in recovering, returning, or restoring Crypto Assets in the event that the Customer deposits, withdraws, or transfers the wrong Crypto Asset type, wrong Blockchain, wrong Crypto Wallet Address, wrong memo/tag, or outside the list of Listed Crypto Assets supported by CAEX, unless CAEX decides otherwise;

f. Risk relating to the Crypto Asset issuance project: a Crypto Asset may lose its entire value if the issuing project ceases operations, fails, is fraudulent, or does not achieve its stated objectives. CAEX does not guarantee the success or sustainability of any Crypto Asset issuance project whose Crypto Asset is Listed and/or traded on the CAEX Exchange;

g. Market risk and abnormal trading behaviour: the price, liquidity, or tradability of a Crypto Asset may be affected by market volatility, lack of liquidity, abnormal trading, price-manipulation conduct, the creation of artificial supply or demand, or other breaches by a Third Party outside CAEX's reasonable control.

27.3. In addition to the Crypto Asset trading risks referred to above, the Customer understands, confirms, and accepts the risks arising from the custody, management, and transfer of Crypto Assets, including but not limited to:

a. Risks arising from the use of the Hot Wallet, Cold Wallet, Crypto Asset custody wallet models, or other Crypto Asset storage and management methods applied by CAEX from time to time;

b. Risk of loss, shortfall, delay, or disruption in the course of depositing, withdrawing, transferring, recording, or reconciling Crypto Assets due to technical errors, operational errors, system incidents, Blockchain incidents, or a Force Majeure Event;

c. Risks relating to the management, protection, or use of Private Keys, seed phrases, digital signatures, multi-signature mechanisms, key-storage devices, or other security measures used for the Crypto Asset custody function;

d. Risk of CAEX's Hot Wallets, Cold Wallets, Crypto Asset custody wallets, security systems, or technology infrastructure being attacked, unlawfully intruded upon, exploited for vulnerabilities, or affected by malware, spoofing, social engineering, or other forms of attack;

e. Risks arising from Third Parties used by CAEX to assist in performing or providing Crypto Asset-related services, including but not limited to technology infrastructure providers, security service providers, custody support units, connectivity partners, Banks, payment organisations, or other crypto asset service providers, if any;

f. Other custody, asset-management, and Crypto Asset transfer risks disclosed or notified by CAEX on the CAEX Website, CAEX Application, or another Notification Method of CAEX from time to time.

27.4. CAEX applies management, security, and risk-control measures consistent with Laws, CAEX's Policy, and applicable standards from time to time, in order to protect the Customer's funds, Crypto Assets, and information. Such measures may include, but are not limited to, separately managing the Customer's funds and Crypto Assets from CAEX's own funds and Crypto Assets; using Cold Wallets, Hot Wallets, or appropriate custody mechanisms; access control; transaction monitoring; transaction log and reconciliation; and other security measures. However, the Customer understands that trading and custody of Crypto Assets still carry the risk of loss, shortfall, delay, interruption, or other damage.

27.5. In addition to the responsibility to keep the Password confidential and to change it upon the Customer's first Online Trading and periodically as required by CAEX, the Customer is responsible for changing the Password on an ad-hoc basis where the Customer becomes aware, whether clearly or not, of any factor that may pose a risk to its transactions, Crypto Assets, assets and/or Trading Account. The Customer is also responsible for the security and protection of its electronic device and all information relating to the Online Trading on its Trading Account. Where any abnormal sign is discovered, the Customer must immediately notify CAEX and take necessary measures to minimise the risks arising.

27.6. By any act, including but not limited to using the Online Trading service, CAEX's related Services, or maintaining the Trading Account, the Customer agrees to irrevocably release CAEX from any error and/or damage arising from the risks referred to in Articles 27.1, 27.2 and 27.3 above and in the following cases, except where CAEX is responsible for dispute resolution and compensation under Laws where the Customer loses funds or Crypto Assets because the security system of the CAEX Exchange was unsafe, unlawfully intruded upon, or subject to fraud:

a. The Customer provides delayed, incomplete, or inaccurate information resulting in the inability to use, or incomplete use of, any part of the Online Trading service;
b. Due to an error of the Customer, including but not limited to an error by the Customer or a Customer Representative in using/carrying out transactions through the Online Trading system and other transmission channels, causing the loss or disclosure, in any form and at any time, of the Username and Login Password (or one of these two factors), the transaction password, digital signature and/or other identification and authentication factors, resulting in such information being misused or misappropriated, or due to fraud, spoofing, or activity exceeding the scope of work of any Third Party through which the Online Trading service is provided under designation or authorisation, or for any other reason, and any error or damage arising due to the Customer or a Customer Representative;
c. An error of any Third Party, including CAEX's partners, in providing the system, software, platform, conditions, or utilities of the Online Trading service or the Crypto Asset Custody Service, except where Laws otherwise provide;
d. CAEX is delayed in, or unable to, perform its responsibilities under the terms and conditions for use of the Online Trading service or Crypto Asset custody due to equipment errors, data-processing errors, or where the communication, order-placement, instruction, order-execution, deposit, withdrawal, transfer, accounting, or reconciliation system between

CAEX and the Customer or any Third Party such as a Bank, service provider, or partner malfunctions, is interrupted, or is suspended, except where Laws otherwise provide;

e. A Force Majeure Event or any other matter beyond CAEX's control or ability to remedy.

27.7. The Customer irrevocably agrees that CAEX may publish, amend, supplement, or adjust, at any time and through any Notification Method, its Policy and/or Online Trading Risk Disclosure Statement, without requiring the Customer's opinion or consent, except where the Customer proves that the damage arose from CAEX's direct wilful fault or fraud. In such cases, the Customer undertakes to comply with, and irrevocably accepts, CAEX's published, amended, supplemented, or adjusted content. Where the Customer disagrees with such amendments, supplements, or adjustments after receiving CAEX's notice, the Customer may request to stop using the service and carry out the procedures to close its Trading Account in accordance with CAEX's regulations.

IV. FATCA COMPLIANCE WITH ANTI-MONEY LAUNDERING, COUNTER-TERRORISM FINANCING, AND COUNTER-PROLIFERATION FINANCING OF WEAPONS OF MASS DESTRUCTION REGULATIONS, COMPLIANCE WITH EMBARGOES AND SANCTIONS, AND FATCA COMPLIANCE

Article 28. Compliance with Anti-Money Laundering, Counter-Terrorism Financing, Counter-Proliferation Financing of Weapons of Mass Destruction, and Embargo/Sanctions Compliance Regulations

28.1. Provision of information: The Customer is responsible for providing complete, clear, and accurate customer identification information and/or enhanced customer identification information, and for providing additional information relating to transactions carried out through CAEX, as requested by CAEX from time to time. Where the Customer fails to notify, or provides incomplete or untimely notification, the Customer shall bear full responsibility for any risk, error, damage, or cost arising, including acts of exploitation, fraud, or breach of Laws.

28.2. Obligations and undertakings of the Customer:

The Customer undertakes and agrees:

a. Not to use the Trading Account or any of CAEX's services to carry out any transaction for the purpose of money laundering, terrorism financing, financing the proliferation of weapons of mass destruction, or breaching or evading economic sanctions or embargoes imposed by the United Nations, Office of Foreign Assets Control (United States of America), the European Union, or any other country/organisation.

b. That all funds, Crypto Assets and transactions are of lawful origin and do not breach anti-money laundering regulations or other related Laws.

c. To be responsible to CAEX and under law for all transactions carried out by the Customer or related to the Trading Account.

d. To immediately notify CAEX upon discovering any transaction or activity of the Customer (or a related party) that risks breaching the undertakings above.

e. To be aware of and accept the risk that the Customer's transactions may be suspended, frozen, delayed, held, confiscated, or otherwise dealt with by a competent Governmental Entity in Vietnam or abroad due to sanctions, embargoes, or unlawful activity.

28.3. Rights of CAEX:

a. CAEX may take the following measures, consistent with Vietnamese law, international practice, and internal Policy:

(i) Suspend or refuse to execute an Order, freeze, seal, or apply a temporary measure to the Customer's Trading Account, Crypto Assets, and transactions:

- under Article 5.4(a);
- under Article 5.4(d)(x) and (xi);
- where the Customer seriously breaches Article 5.4(d)(iv);
- under Article 5.4(e);

(ii) Report suspicious transactions to the competent authority in accordance with the Anti-Money Laundering Law and its guiding instruments.

b. CAEX shall notify the Customer of the above measures as soon as reasonably possible, except where law prohibits such notice.

Article 29. Compliance with Travel Rule Regulations

29.1. General provisions on the transmission of transaction information:

a. Scope of application: Where the Customer transfers Crypto Assets from a Trading Account on the CAEX Exchange to an account at a Beneficiary Crypto Asset Service Provider, or where CAEX receives Crypto Assets transferred from the Trading Account of an Originator Crypto Asset Service Provider to a Trading Account on the CAEX Exchange, CAEX shall apply the Travel Rule Regulations in accordance with international standards and practices on anti-money laundering and Vietnamese law.

b. Obligations of the Customer: When carrying out a Crypto Asset Transfer Transaction, the Customer is obliged to:

(i) Provide complete and accurate information on the sender/Originator, including: full name, Trading Account number at CAEX, and other identification information as required by CAEX;

(ii) Provide complete and accurate information on the recipient/Beneficiary, including: the recipient's full name, the name of the Beneficiary Crypto Asset Service Provider, and other identification information as required by CAEX;

(iii) Ensure the accuracy of all information provided. The Customer is responsible for any damage, delay, or refusal of a transaction arising from inaccurate or incomplete information.

c. Rights of CAEX:

(i) To collect, process, store, and transmit information on the sender/Originator and recipient/Beneficiary to the Beneficiary Crypto Asset Service Provider, the Originator Crypto Asset Service Provider, and/or a competent Governmental Entity in accordance with Laws;

(ii) To refuse, suspend, or cancel a Crypto Asset Transfer Transaction if:

- The Customer fails to provide complete information as required;
- The Beneficiary Crypto Asset Service Provider does not satisfy the requirements of the Travel Rule Regulations;
- The transaction shows suspicious signs based on CAEX's risk assessment;
- The recipient/Beneficiary or the Beneficiary Crypto Asset Service Provider is on a sanctions or embargo list;

(iii) To require the Customer to provide additional information or supporting documents where necessary, based on risk assessment.

d. Record retention: CAEX shall retain all information under the Travel Rule Regulations for the period required under the Laws on anti-money laundering and shall be ready to provide such information to a competent Governmental Entity upon request.

Article 30. FATCA Compliance

30.1. Interpretation of terms

The terms "FATCA," "Tax Information," "Financial Information," "Tax Authority," "US Taxpayer Identification Number," "US Tax Resident," and other related terms shall be construed in accordance with the definitions set out in the Intergovernmental Agreement between Vietnam and the United States of America on the Implementation of FATCA ("**IGA**") and relevant Laws. CAEX is a financial institution that complies with FATCA under the IGA.

30.2. Obligations of the Customer

a. The Customer agrees to provide and fully and accurately update its Tax Information, Financial Information, and other documents (including Form W-9, Form W-8BEN, or an equivalent self-certification document) as requested by CAEX, to enable CAEX to perform its FATCA reporting obligations. The Customer agrees to notify, provide, and update its tax information and financial information to CAEX within 30 days if any tax information or financial information previously provided to CAEX is no longer accurate, current, or complete, or upon CAEX's written request.

b. For Crypto Asset transactions in respect of which CAEX carries out withholding tax at source under Laws (including Circular No. 41/2026/TT-BTC and its amending, supplementing, or replacing instruments), CAEX shall withhold tax, declare and pay tax, and issue tax-withholding vouchers to the Customer in accordance with applicable regulations. For cases where CAEX does not carry out withholding tax at source (including but not limited to where the Customer is a domestic organisation that self-declares tax), the Customer is responsible for fully performing its own tax obligations under relevant laws. CAEX does not provide tax advisory services or opinions.

30.3. Rights of CAEX

a. CAEX may collect, store, use, process, disclose, and report tax information, financial information, or other information held by CAEX or provided by the Customer to CAEX, to the competent Governmental Entity of Vietnam (for onward transmission to the Internal Revenue Service of the United States of America) in accordance with FATCA and the IGA.

b. Where the Customer fails to provide/update information as required, CAEX may:

(i) Refuse to open a Trading Account and/or provide the Service to the Customer;

(ii) Withhold FATCA tax (if applicable) or other amounts as required;

(iii) Close the Trading Account and terminate the relationship with the Customer after giving written notice (except where law otherwise requires).

c. CAEX shall use information collected only for the purpose of FATCA compliance and compliance with related law.