

Business Cooperation Contract (BCC)

Article 1. Definitions

1.1 **“Company”**: it means GEM Finance Investment Joint Stock Company.

1.2 **“Client”**: it means a domestic individual wishing to cooperate in Securities Investment with the Company.

1.3 **“Investment Cooperation Account”**: it means the Securities Account designated by the Company designated to be used to perform Investment Cooperation as stipulated herein.

1.4 **“Capital Deposit Account”**: it means the Bank Account designated by the Company for the Client to transfer the money for Investment Cooperation capital contribution.

1.5 **“Capital Contribution Amount”**: it means the amount that the Client makes the capital contribution to the Capital Deposit Account designated by the Company.

1.6 **“Investment Cooperation Portfolio”**: it means a collection of Underlying Securities listed on Ho Chi Minh City Stock Exchange (HOSE), Hanoi Stock Exchange (HNX) and Unlisted Public Company Market (UPCoM), Derivatives including Future Contracts, Options listed on Derivatives Exchange under the Vietnamese law.

1.7 **“Deposit Ratio”**: it means the Sum of (i) the Capital Contribution Amount of the Client in the Investment Cooperation Account and (ii) the total Gain / Loss of the Securities Investment Cooperation Transaction minus any payables (including Transaction Fee, Account Management Fee, Capital Investment Tax, Investment Cooperation Profit of the Company and other fees (if any)), all of which is divided by Total value of stock portfolio at the end of the day.

1.8 “**Initial Deposit Ratio**”: it means the Deposit Ratio at which the Client must pay the Capital Contribution Amount for the Securities positions in which the Client intends to cooperate to invest before making the transaction.

1.9 “**Maintained Deposit Ratio**”: it means the minimum Deposit Ratio that the Client must maintain as a deposit with the Company in order to maintain and continue the Securities Investment Cooperation at the ratio prescribed by the Company.

1.10 “**Force Sell Ratio**”: it means the Ratio prescribed by the Company, according to which the Company is entitled to close any Investment Cooperation Position if the Deposit Ratio reaches this level.

1.11 “**Position**”: it means the status and volume of valid Securities that the Client is cooperating with the Company to invest up to that time.

1.12 “**Request for Additional Capital Contribution**”: it means the request of the Company to the Client to add to the Capital Deposit Account when the Investment Cooperation Account of the Client is in a position where the Deposit Balance is lower than the Maintained Deposit Ratio at the end of the trading day.

1.13 “**Investment Cooperation Profit**”: it means the Profit that the Company is entitled to due to the capital contribution with the Client to cooperate in Securities Investment. The Interest Rate of Investment Cooperation Profit is announced by the Company from time to time.

1.14 “**Investment Cooperation Costs**”: It means the costs related to the Investment Cooperation Contract performance, including Opening / Closing Transaction Fee, Rollover Rate, and Contract Maturity Fee payable to the Securities Company, ... in accordance with the level announced by the Company from time to time.

1.15 “**Account Management Fee**”: it means the fee that the Client agrees to pay to the Company for using the Trading Account Management Service, including Transaction Fee,

Rollover Rate and Contract Maturity Fee on the GEMSTOCK App. This Fee will be announced by the Company from time to time.

1.16 **“Capital Investment Tax”**: it means the Personal Income Tax arising (if any) out of the Investment Cooperation Contract that the Client must pay under the applicable law.

1.17 **“GEMSTOCK App”**: it means the appropriate application / website or Electronic Media owned and operated by the Company for the purpose of Securities Investment Cooperation.

1.18 **“Terms and Conditions of Use of GEMSTOCK App”** (or otherwise referred to as “Terms and Conditions”): it means an agreement between the Client and the Company when using GEMSTOCK App. The fact that the Client clicks “I agree to the Terms and Conditions” means that the Client agrees to use and comply with the processes and transactions established through the App.

Article 2. Content and Methods of Investment Cooperation

The Company and the Client have agreed to perform the Securities Investment Cooperation under the following Conditions and Methods:

2.1. The Client opens a Trading Account to perform the Securities Investment Cooperation on the GEMSTOCK App connected to the Investment Cooperation Account designated by the Company. The Client agrees to pay the Company an Account Management Service Fee for using the Account Services on the GEMSTOCK App of the Company.

2.2. The Company and the Client jointly contribute capital in cash to the Capital Deposit Account and / or the Investment Cooperation Account to perform the Investment Cooperation under the Investment Cooperation Portfolio on the Investment Cooperation Account for the purpose of gaining profits and in the principle of preserving 100% of the Value of Contributed Capital of each Party. The Client commits that the Capital

Contribution Amount is under the legal and sole ownership of the Client and is not subject to participating in transactions of donation, inheritance, lending, capital contribution or participating in the secured transaction in any form to secure any other obligations. It is free from dispute or potential dispute of title.

2.3. The Company and the Client agree that the performance of Investment Cooperation is at the sole discretion of the Client. The Client shall bear all costs related to the performance of this Contract, including but not limited to the Investment Cooperation Costs payable to the Securities Company and other costs incurred (if any) related to the performance of this Contract. The Company is responsible for notifying the Client of other costs incurred by email within 5 (five) working days from the time of arising.

2.4. The Company is entitled to the Investment Cooperation Profit in accordance with the interest rate announced by the Company from time to time. The Investment Cooperation Profit of the Company to be entitled is fixed and does not depend on the results obtained from the investment in Securities by the Client hereunder. The Company shall not bear any risks / losses arising out of the Investment Cooperation hereunder.

2.5. The Client is responsible for paying the Capital Investment Tax arising out of the Securities Investment Cooperation with the Company. The Company will declare and deduct the Capital Investment Tax from the Trading Account of the Client. For the avoidance of doubt, the Transactions generating gain / loss made during the day will be offset to calculate the Capital Investment Tax and the Company will automatically refund / withdraw money from the Trading Account of the Client for the payable Capital Investment Tax (if any). The Client is responsible for the finalization of personal income tax.

2.6. The Client is responsible for paying the Capital Investment Tax arising out of the Securities Investment Cooperation with the Company. The Company will deduct the Capital Investment Tax from the Trading Account of the Client. The Client and the Company agree that the Company will aggregate gain / loss arising out of the Investment

Cooperation each year, and the Company will automatically deduct / refund the Capital Investment Tax temporarily deducted for this generated earnings. The declaration of Capital Investment Tax will be made by the Company on the last tax return period of the same year. The Client is responsible for the finalization of personal income tax as prescribed.

Article 3. Principles of Securities Investment Cooperation Transaction

3.1. Capital Contribution Amount

a) The Client agrees to transfer the Capital Contribution Amount to the Capital Deposit Account in the Initial Deposit Rate specified by the Company from time to time.

b) During the term of this Contract, the Client is obliged to maintain the **Maintained Deposit Ratio** at the level prescribed by the Company to ensure the fulfillment of obligations of the Client arising out of the Investment Cooperation Transaction hereunder.

c) After placing a Stock Order and opening a Position, the Client must ensure that the Deposit Ratio is not lower than the Maintained Deposit Ratio. The Company will notify the Client if the Deposit Ratio is lower than the Maintained Deposit Ratio by means of a Request for Additional Capital Contribution. The Client shall make the Request for Additional Capital Contribution within the required period specified by the Company from time to time. The Client is responsible for monitoring his / her Trading Account and the Company shall not be liable to compensate the Client if the Company fails to send the Request for Additional Capital Contribution.

d) If the Deposit Ratio reaches the Force Sell Ratio, the Company has the right to close the Positions on the Trading Account of the Client without prior notice to the Client and consent from the Client on position closing time and other issues related to the Position closing.

3.2. Securities Business Investment Cooperation Transaction

a) The Client places a stock order of Securities Investment Cooperation at the Trading Account (Stock Order) on the GEMSTOCK App which is connected to the Investment Cooperation Account of the Company. The Client warrants that the Client has fully understood all aspects of placing this Stock Order, including but not limited to the following:

- Securities Trading is a high-risk transaction due to fluctuations in the Stock Price.
- Risks in buying / selling shares, opening / closing a Position, liquidating the Position and payable debts in case the transaction results in a loss.
- Risks related to the inability to cancel the Stock Order in accordance with objective market conditions.
- Risks in case the Securities Trading is prevented or the opening of new Positions is restricted at the request of competent authorities.
- And other potential risks.

b) When the Client makes a Stock Order, the Client must maintain the Initial Deposit Ratio at the level prescribed by the Company to ensure the fulfillment of obligations of the Client arising out of the Securities Business Investment Cooperation Transaction and under the Contract.

c) If the Client discovers that there is an error or omission in the Stock order, the Client is obliged to report the error or omission of the order confirmed to the Company on the same Trading Day. Otherwise, the Client is deemed to accept such order or Securities Investment Cooperation Transaction as truthful, accurate and complete.

d) In case the Company is unable to make the whole or part of the Investment Cooperation Transaction in accordance with the Stock Order of the Client, the part of the order which is unable to be made will be canceled at the end of the above-mentioned

period in such Stock Order or under the Vietnamese law. If the Company makes the whole or part of the order of the Client, the Client agrees to be bound by all results of the Securities Business Investment Cooperation Transaction in all aspects, and if the Company is unable to make the whole or part of the Securities Business Investment Cooperation Transaction at the request of the Client, the Company shall not be liable for any loss and damage suffered by the Client.

e) If the Deposit Ratio reaches the Force Sell Ratio, the Client agrees and accepts that the Company is entitled to close any Position of the Client as it deems fit until the Deposit Ratio of the Client returns to the Initial Deposit Ratio to continue performing the Securities Investment Cooperation, in accordance with the regulations of the Company.

f) The Client accepts that each Securities Trading is the sole discretion of the Client. Any information, news and proposals related to Securities Trading from anyone, including employees and related persons of the Company, will not be binding upon the Company, and the Company is not responsible for such information, news and proposals in all aspects.

Article 4. Request for Additional Capital Contribution and Handling of Capital Contribution Amount

4.1. Request for Additional Capital Contribution

a) If, at any time, the Position of the Client results in a loss position for any reason (“Loss”), the Client, by signing this Contract, irrevocably authorizes the Company to withdraw part or all of the Capital / Asset Contribution Amount of the Client in the Investment Cooperation Account to fulfill the payment obligation of the Client arising out of such Loss.

b) If the loss causes the Deposit Ratio to be lower than the Maintained Deposit Ratio but higher than the Force Sell Ratio, the Company will notify the Customer to add the Capital Contribution Amount to the Capital Deposit Account so that the Deposit Ratio is greater

than or equal to the Initial Deposit Ratio. The Additional Capital Contribution Amount must be deposited into the Capital Deposit Account within a period specified by the Company. After this period, if the Client fails to deposit the Additional Capital Contribution Amount and the Deposit Ratio is lower than the Initial Deposit Ratio, the Company may close part or all of the Position of the Client so that, at least, the Deposit Ratio is equal to the Initial Deposit Ratio. The Client accepts all costs and losses arising out of the performance of partial / full closing of this Position by the Company.

c) The Client agrees that if, after closing all of the Position of the Client, the Client still owes an overdraft with the Company, the Company reserves the right to take the following measures:

- Request the Client and / or deduct amounts on the Capital Contribution Amount of the Client; and / or
- Request to freeze and deduct the money from the Bank Account of the Client to pay the amount that the Client is obliged to pay to the Company; and / or
- Request the agency paying the money / income to the Client to deduct from the amount payable to the Client to pay the amount that the Client is obliged to pay to the Company; and / or
- Dispose of other assets of the Client to recover part or all of the amount that the Client is obliged to pay to the Company.

The Client agrees that: (i) The Company has the right to use one or all of the above measures; (ii) Relevant agencies / organizations (Banks, Agencies paying the money / income ...) have the right to comply with the written request of the Company without further opinions of the Client, provided that the Company has evidence that the Client has not paid all amounts payable to the Company.

Article 5. Violation and Compensation for Damage

5.1. The Client commits to managing the status of Securities Investment Cooperation between the Client and the Company in the principle of ensuring the return of Contributed Capital of the Company. In the event that the Refund Status of the Client to the Company is short of the Initial Contributed Capital of the Company, the Client commits to using all of, but not limited to, the Capital Contribution Amount of the Client to the Company to guarantee the return of Initial Contributed Capital of the Company.

5.2. In case the Securities Investment makes a loss or fails to achieve enough Profit to pay to the Company, the Client shall be subject to penalties for violation with an amount equal to the **Investment Cooperation Profit** of the Company as stipulated herein. In this case, the Company will receive the violation penalty paid by the Client instead of the **Investment Cooperation Profit**.

5.3. In the event that the Client violates any provisions hereof, the Company reserves the right to terminate the Investment Cooperation without regard to the Investment Cooperation Term. The Client is obliged to pay the Company the total actual Debt Value in accordance with the notice from the Company.

Article 6. Indemnification and Liability

The Customer hereby indemnifies and agrees to indemnify the Company and its employees, agents or representatives from and against all sums, actions, proceedings, suits, claims, requests, damages, costs, expenses and any other charges arising out of a breach, act or omission of the Client hereunder or any lawful act taken by the Company.

Article 7. Notice

7.1. Any notice given to the Company hereunder must be in writing. Written notice means any message in text that is easily readable, including but not limited to, email, SMS or any other online messaging system registered with the Company and approved by the Company.

7.2. The Company agrees to notify (but is not obliged to notify) to the Client in the event that the Client breaches the Contract, is in need of adding the Capital Contribution Amount, terminates / suspends the Investment Cooperation, or makes some changes related to the Securities Business Investment Cooperation Conditions as stipulated herein.

7.3. The notices from the Company sent to the Client are made in the form of door-to-door deliver or by email or by phone to the Client.

7.4. Periodically, the Company will provide the Client via the email address provided by the Client hereunder with a Monthly Report or a Report for a period determined by the Company in its sole discretion, in which the Securities Investment Cooperation Transactions and other information decided by the Company shall be recognized.

7.5. The Client is obliged to provide the Company with his / her latest personal information and / or contact. The failure of the Client to receive the notice from the Company shall not be a reason for the Company to delay taking necessary measures or a reason for the Client delay performing his / her obligations hereunder.

Article 8. Commitments of the Parties

8.1. The Company commits to complying with and fully fulfilling its responsibilities and obligations hereunder.

8.2. The Client acknowledges and commits to have read and fully understood the contents hereof, considering whether the Securities Investment Cooperation Transaction is in line with its investment purposes and financial situation, including but not limited to the following:

a) The Client commits to complying with and fully fulfilling its responsibilities and obligations hereunder.

- b) The Client has read and fully understood the Terms and Conditions hereof.
- c) The Client may not assign his / her rights and obligations hereunder to any Third Party, except with the prior written consent from the Company.
- d) The Client agrees that the Company shall not be liable for any loss, cost, expense, or compensation for damage incurred by the Client as a result of the Client performing business cooperation hereunder.

Article 9. Applicable Law and Dispute Settlement

9.1. The Contract will be governed, construed and interpreted under the Vietnamese Law. Other contents not specified herein will comply with the law.

9.2. In case there is any dispute in connection with the Contract, the Parties will discuss in good faith to resolve the dispute. If, within 15 working days from the date of discussion, the dispute is still not resolved, such dispute will be referred to arbitration by one of the Parties or by mutual agreement of both Parties at Vietnam International Arbitration Center (“**VIAC**”) beside Vietnam Chamber of Commerce and Industry in accordance with the regulations of dispute settlement of VIAC. The number of arbitrators is 3. The language of dispute settlement is Vietnamese. The place of dispute settlement is Hanoi City.

Article 10. Contract termination

10.1. This Contract will be terminated in the following cases:

- a) The Client has requested to terminate the Contract and has fulfilled his / her obligations towards the Company;
- b) The Company has notified the Client of the Contract termination and clearly stated the time of Contract termination;

c) The Client is an individual deceasing, losing act capacity, or convicted of a crime; The Client is a dissolved or bankrupt organization;

d) In case of force majeure event that cannot be remedied; or

e) The Company is dissolved, goes bankrupt, or has its Business Registration Certificate revoked.

10.2. Upon the Contract termination, the Client or his / her legal successor or assigns shall be responsible for the fulfillment of his / her obligations towards the Company.

Article 11. Miscellaneous

11.1. If a provision hereof is held to be illegal, void or unenforceable, to the extent that this provision is made illegal, void or unenforceable, such provision shall not affect and shall be treated as if the Contract did not include it, but the validity and enforceability of the remaining provisions hereof shall not be effected. The Parties shall negotiate in good faith and, if permitted by law, agree to an alternative provision or term relating to the original intentions of the Parties.