

**GENERAL TRANSACTION CONDITIONS
ON THE PERSONAL DATA PROTECTION POLICY**

(Applicable from/..../2026)

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GENERAL TRANSACTION CONDITIONS ON THE PERSONAL DATA PROTECTION POLICY

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I. CAEX'S DECLARATION AND UNDERTAKINGS ON PERSONAL DATA PROTECTION

1. This Personal Data Protection Policy is developed and published by Vietnam Prosperity Crypto Assets Exchange Joint Stock Company (collectively, “CAEX”, “We”) and describes CAEX’s activities relating to the protection of the personal data (“PD”) of Data Subjects being customers, prospective customers, job applicants, employees, shareholders and other individuals connected with CAEX under relationships arising by operation of law and/or by request or agreement between CAEX and the Data Subject. This Policy also constitutes the rules on the protection of information as between CAEX and CAEX’s consumers as required by the law on consumer protection.
2. CAEX applies and implements this Policy in its capacity as Personal Data Controller, and/or Personal Data Controller and Processor, and/or Personal Data Processor, and applies it to Data Subjects having connections with CAEX as set out in the interpretation of “Data Subject” in Part II of this Policy. This Policy explains what data CAEX collects, the purposes of collection, the manner of use, the persons with whom it is shared, its storage and the data protection measures applied to ensure that such data always remains private and secure.
3. This Policy is posted and published by CAEX so that Data Subjects are informed. Data Subjects should read and study it carefully before carrying out any activity involving the provision of PD to CAEX.
4. CAEX’s declaration of the undertakings and principles applied by CAEX in personal data protection activities:
 - a. CAEX fully complies with the provisions of Vietnamese law and with the contracts and agreements established with Data Subjects in its personal data protection activities.
 - b. CAEX collects Data for specific, clear and lawful purposes and uses Data within the scope of the purposes set out in this Policy and in accordance with the provisions of Vietnamese law.
 - c. CAEX always applies and updates technical measures that satisfy the provisions of Vietnamese law and appropriate standards in order to ensure the safety of the Data, including measures to protect Data Subjects against unauthorised or unlawful access and/or the destruction, loss of or damage to the Data.
 - d. CAEX stores Data appropriately and to the extent necessary for processing purposes, in accordance with the provisions of Vietnamese law.
 - e. Where Data is transferred to a third party or to a competent State agency, CAEX ensures that such transfer complies with the law on confidentiality and personal data protection and with the agreement with the Data Subject. Where necessary, We will review the data confidentiality and security policies/information confidentiality and

- security policies/personal data protection policies of the recipient of the Data in order to ensure that they apply standards equivalent to CAEX's undertakings set out above.
- f. In addition to the principles set out above, CAEX undertakes to comply with the regulations relating to the protection of the data of children and vulnerable consumers and to ensure compliance with the provisions of law on confidentiality, data protection and consumer rights protection in force from time to time.

II. INTERPRETATION

1. **General Transaction Conditions/Personal Data Protection Policy/Policy:** means the General Transaction Conditions on the Personal Data Protection Policy at CAEX, posted publicly by CAEX in accordance with the provisions of law. These General Transaction Conditions on the Personal Data Protection Policy at CAEX also constitute the rules on consumer information confidentiality developed and established by CAEX for application at CAEX and to Data Subjects connected with CAEX.
2. **CAEX:** means Vietnam Prosperity Crypto Assets Exchange Joint Stock Company. CAEX shall be understood to include any Head Office, Branch and other sales channels of Vietnam Prosperity Crypto Assets Exchange Joint Stock Company.
3. **CAEX Ecosystem:** means CAEX together with its parent company, subsidiaries, associated companies and other companies connected through cooperation, service, business promotion and mutual support relationships with a view to creating synergistic values, sustainable development and complete financial and non-financial experiences for customers.
4. **Data Subject/Customer:** means all individuals (customers, prospective customers, employees, candidates participating in recruitment, shareholders, etc.) who engage in communications, interactions, enquiries or transactions with, or have a legal relationship or other related relationship with, CAEX and whose PD is processed by CAEX.
5. **Personal Data/Data/PD:** means Data that helps to identify a specific human being, comprising basic PD and sensitive PD. PD that has been de-identified is no longer PD.
6. **Personal Location Data:** means data determined by means of positioning technology in order to ascertain a location and to help identify a specific human being.
7. **Biometric Data:** means data on the physical attributes and the distinct and stable biological characteristics of a person that serve to identify that person.
8. **Data Processing:** means one or more activities that impact data, such as: receipt, collection, recording, analysis, consolidation, verification, storage, rectification, disclosure, combination, access, retrieval, recovery, encryption, decryption, copying, sharing, transmission, provision, transfer, conversion, organisation, erasure, de-identification, destruction, or other activities that impact data.
9. **Big Data Processing:** means the processing of PD on a large scale, on a continuous basis and integrated from multiple sources, which is capable of analysing behaviour, predicting trends or classifying users.
10. **Big Data Analytics System:** means a system that collects, stores, processes and analyses data (including PD) on a large scale, on a continuous and automated basis, with data

integrated from multiple sources, enabling the analysis of data subjects' behaviour, the classification of users, the prediction of trends or the generation of conclusions serving management, business and decision-making activities.

11. ***Automated PD Processing***: means the carrying out of one or more PD processing activities by means of a system, software or artificial intelligence system, in which the processing is performed automatically on the basis of pre-designed algorithms, models or processing logic, with no or very little direct human intervention at each processing step, for the purposes of analysing, inferring, classifying, predicting or generating results relating to the data subject. Accordingly, the algorithm operates from the collection of input data, data processing, data training and modelling through to data prediction, and the algorithms are continuously updated and improved in order to support and supply suitable products to customers (the Operating Principles of the Algorithm).
12. ***Third Party***: means an organisation or individual having a written agreement (such as a service contract, cooperation contract, etc.) with CAEX for the purpose of supplying goods or services to CAEX and/or performing cooperation agreements with CAEX, and/or organisations and individuals having relationships lawfully established with CAEX, including but not limited to:
 - a) Independent individuals or organisations;
 - b) Organisations directly or indirectly owned by CAEX;
 - c) State agencies and competent authorities.
13. ***Cookie***: means a small file placed on a Data Subject's device when the Data Subject visits a website. It records information about the Data Subject's device and browser and, in certain cases, the Data Subject's preferences and browsing habits.
14. ***Applicable Law/Provisions of Law/Provisions of Vietnamese Law***: means all laws, decrees or other legal instruments applicable under the provisions of Vietnamese law.
15. ***Personal Data Controller***: means an agency, organisation or individual that determines the purposes and means of processing PD.
16. ***Personal Data Processor***: means an agency, organisation or individual that processes PD at the request of the Personal Data Controller or the Personal Data Controller and Processor under a contract.
17. ***Personal Data Controller and Processor***: means an agency, organisation or individual that determines the purposes and means of, and directly processes, PD. Under these General Transaction Conditions, CAEX is the Personal Data Controller and Processor.
18. Other terms not interpreted in this Policy shall be understood and construed in accordance with the Provisions of Vietnamese Law.

III. TYPES OF DATA PROCESSED

The types of Data processed by CAEX may vary from case to case depending on CAEX's data processing purposes. The categories below set out in general terms the groups of Data processed by CAEX:

1. Basic PD:

- (i) Family name, middle name and given name at birth, and any other name (if any);
- (ii) Date, month and year of birth; date, month and year of death or disappearance;
- (iii) Gender;
- (iv) Place of birth, place of birth registration, place of permanent residence registration, place of temporary residence registration, current place of residence, native place and contact address;
- (v) Nationality;
- (vi) Images of the individual (including images and information obtained from security camera systems);
- (vii) Voice;
- (viii) Telephone number, people's identity card number, personal identification number, passport number, driving licence number, vehicle registration plate number, personal tax identification number, social insurance number and health insurance card number;
- (ix) Marital status;
- (x) Information on family relationships (father, mother, children, wife, husband);
- (xi) Information on the individual's digital account;
- (xii) Other information attached to the Data Subject or helping to identify the Data Subject that is not sensitive PD.

2. **Sensitive PD:**

- (i) Information relating to ethnic origin;
- (ii) Health status and information on private life recorded in medical records, excluding information on blood group;
- (iii) Biometric data and genetic characteristics;
- (iv) Data on crimes and acts of violation of law collected and stored by law enforcement agencies;
- (v) Data on the location of the individual as determined through location-based services;
- (vi) Data on images of the identity card, citizen identity card and people's identity card;
- (vii) Login name and password for access to a bank account; bank card information, data on the transaction history of a bank account; financial and credit information and information on customers' financial, securities and insurance activities and transaction history at credit institutions, foreign bank branches, payment intermediary service providers, securities and insurance organisations, crypto asset service providers and other licensed organisations;
- (viii) PD reflecting activities and the history of activities in cyberspace;
- (ix) Other PD which the law requires to be kept confidential or to be subject to strict security measures.

3. **PD reflecting activities and the history of activities in cyberspace referred to in Clause 2 of this Part III:** This may include IP addresses, referring URLs, operating systems, web browsers and any other information automatically recorded from the connection, such as cookies, flash cookies, pixel tags, web beacons or other tracking technologies; third-party cookies, plug-ins or social network connectors; any technology capable of tracking an individual's activities across devices or websites; location information or other metadata supplied by a device; and marketing data such as interests in advertising, responses to direct marketing, and choices to opt in to or out of direct marketing, etc.
4. Where the Applicable Law provides otherwise in respect of the types of PD and the classification of PD, CAEX shall comply with, and give priority to the application of, the corresponding provisions of law rather than the provisions of this Part III.

IV. MANNER AND METHODS OF COLLECTING PD

1. **Collection directly from the Data Subject:** When the Data Subject makes enquiries about or registers to use products or services, or makes enquiries about or registers to establish transactions or legal relations with CAEX; and/or in the course of using products and services, or in the course of transactions and the performance of agreements and contracts with CAEX, the Data Subject provides CAEX with the PD of the Data Subject and/or of Related Individuals. CAEX's collection of PD may accordingly be carried out by a variety of methods, including but not limited to:
 - a) **Through direct communications and contacts by word of mouth and/or in writing:** CAEX may collect Data when the Data Subject contacts, communicates with and provides Data to CAEX by such methods as face-to-face meetings, letters, telephone, online channels, electronic communications or any other means, including surveys completed by the Data Subject.
 - b) **From Websites and Mobile Applications (the Platform):** CAEX may collect Data when the Data Subject accesses any website or downloads or uses any mobile application, or uses any feature or resource available on or through the Website or Mobile Application. When the Data Subject accesses these, CAEX may collect the Data left by the Data Subject and/or information about the Data Subject's device and browser (such as device type, operating system, browser type, browser settings, IP address, language settings, the date and time of connection to the Website or Mobile Application and other technical communications information), all or some of which may constitute Data.
 - c) **From audio and video recording devices:** CAEX may collect the Data Subject's voice data and personal images through audio and video recording devices installed at CAEX's transaction points and business locations, or at places where part or all of CAEX's operations are carried out and where the Data Subject meets, appears or interacts with CAEX.
 - d) **From interactions or automated data collection technologies:** CAEX may collect information including IP addresses, referring URLs, operating systems, web browsers and any other information automatically recorded from the connection:
 - (i) Cookies, flash cookies, pixel tags, web beacons or other tracking technologies.

- (ii) Third-party cookies, plug-ins or social network connectors.
 - (iii) Any technology capable of tracking an individual's activities across devices or websites.
- 2. **Collection from third parties:** Data may be collected by CAEX from third parties, including but not limited to:
 - a) From suppliers, service providers and partners cooperating with CAEX and from third parties, including but not limited to payment intermediaries; organisations providing advisory services on surveys, social media, marketing, credit information, fraud prevention and data aggregation; parties supporting infrastructure and facilities; and other third parties involved in CAEX's operations.
 - b) From third parties having a relationship with the Data Subject, such as employers, joint account holders, guarantors, security providers, and parties supplying products and services to the Data Subject.
 - c) From any provider of crypto asset reports, provider of crypto asset information and State agencies, or information collected from any publicly available source, directory or registry.
 - d) From the State Bank of Vietnam, the Ministry of Finance, the Ministry of Public Security or other competent State agencies in Vietnam or abroad.
- 3. **Collection through other means and methods:** CAEX may collect PD from public and official sources of information, or through sharing received from other sources from the Data Subject and related organisations and individuals.

V. PURPOSES OF PD PROCESSING

- 1. CAEX aims to serve and protect the Data Subject in all PD processing activities. For each activity and specific purpose, CAEX undertakes to collect and process only such PD as is necessary for that activity and purpose and to ensure that the collection and processing are consistent with the Applicable Law and this Policy. Set out below are the details of CAEX's specific data processing purposes:
 - a) **To supply, and ensure the supply of, products and services, and to meet the requests and transactions of the Data Subject and the requirements of law; for this purpose:**
 - (i) PD is processed in activities such as identifying, verifying and maintaining accurate customer identification information (KYC); searching for, verifying and carrying out anti-money laundering checks and other checks in respect of the Data Subject and related persons in accordance with the provisions of law and CAEX's regulations.
 - (ii) Assessing, determining, appraising and approving the supply of products and services to the Data Subject and related persons, including credit scoring, credit rating, credit information assessment and assessment of the creditworthiness of the Data Subject.

- (iii) Performing the requests and transactions between CAEX and the Data Subject under the contracts and agreements established and the relevant provisions of law.
 - (iv) Supplying and performing transactions between another organisation and the Data Subject in which CAEX participates as an agent or in another capacity consistent with the provisions of law.
 - (v) Contacting the Data Subject in order to provide information on CAEX's products and services.
 - (vi) PD is processed in activities aimed at ensuring the safety of the Data Subject's assets, transactions and Data; ensuring compliance with the law, risk governance and prevention, audit and accounting, and the enforcement of CAEX's lawful rights (including activities in service of debt handling and recovery).
 - (vii) PD may be collected, provided, shared and transferred to data processors being partners, suppliers and third parties with which CAEX cooperates and/or whose services CAEX uses in order to supply products and services, provide advisory support and ensure the effectiveness and safety of the products and services supplied.
 - (viii) PD is processed for the purposes of analysis, advanced analytics, the training of models and artificial intelligence systems and other activities for the research and development of products and services serving business operations or CAEX's support and operational activities;
 - (ix) To detect, prevent and investigate crimes, attacks or violations, including fraud, money laundering, terrorist financing, bribery, corruption or tax evasion; to resolve disputes, complaints and claims of the Data Subject and/or related parties;
 - (x) To carry out activities aimed at protecting or enforcing CAEX's lawful rights under the agreement with the Data Subject and the provisions of law, including the right to search for and verify the location of the Data Subject through location-based services, to collect fees and to recover debts owed by the Data Subject to CAEX.
 - (xi) To carry out transactions such as transfers, disposals, mergers or acquisitions of CAEX.
 - (xii) To discharge responsibilities towards the community.
 - (xiii) To discharge obligations under the provisions of law and the international treaties and commitments with which CAEX must comply, and to meet the requirements of competent State agencies.
 - (xiv) Carrying out other activities necessary for CAEX's risk management and compliance assurance activities, consistent with the provisions of law.
- b) **To enable the Data Subject to proactively use, be served with and experience the products and services within the CAEX Ecosystem; for this purpose:** PD may be synchronised and shared by CAEX with companies within the CAEX Ecosystem.

CAEX and the companies within the CAEX Ecosystem undertake to apply in full the most reasonable standards and to comply with the relevant regulations when sharing data.

- c) **To enhance the experience and increase the benefits for the Data Subject; for this purpose:** PD may be processed by CAEX for activities of caring for and supporting the Data Subject, personalising preferential offers (such as contacting the Data Subject to present gifts, provide care, introduce and advertise products and services, etc.) and improving service quality, bringing greater value to the Data Subject and enabling the Data Subject to have the opportunity to access and enjoy fully and to the maximum extent the benefits and/or to increase the opportunities and benefits when transacting at CAEX. PD is also processed for the purposes of training models and artificial intelligence systems and other activities aimed at enhancing the experience and increasing the benefits for the Data Subject in accordance with the General Transaction Conditions on the Personal Data Protection Policy at CAEX.
 - d) **To carry out recruitment activities and the management and utilisation of employees (where the Data Subject is a job applicant or an employee of CAEX); for this purpose:** PD is used by CAEX for such work as recruitment, contract performance, rotation, training, transfer, insurance, tax, enterprise acquisitions and mergers, discipline and dispute resolution, etc., consistent with the provisions of law and the relevant agreements established with the Data Subject.
2. If We process the Data Subject's data for purposes other than those set out in Clause 1 of this Part, CAEX will do so only after obtaining the consent of the Data Subject, unless the Provisions of Law provide that the consent of the Data Subject is not required.

VI. PROVISION OF DATA

1. In order to carry out the Data processing purposes under this Policy, CAEX may share or provide Data to the following related parties:
- a) Competent State agencies that request the provision of information in accordance with the provisions of law.
 - b) Entities functioning as providers of credit information services, credit assessment and audit services; rating organisations, insurance companies or insurance brokers, or providers of credit-related services.
 - c) Any company within the CAEX Ecosystem.
 - d) Any court, arbitration body or competent authority, whether governmental or non-governmental, having jurisdiction over, or requiring the discharge of responsibilities by, CAEX.
 - e) Any contractor, agent, service provider, consultant or affiliate of CAEX; organisations being sellers, suppliers, partners and agents, including but not limited to companies providing services in support of CAEX's business operations, such as organisations providing administrative services, postal services, telemarketing, direct sales, personnel supply, Data processing, information technology, computing, legal services, debt recovery, customer search and verification, custody, market research, Data

modelling, record storage, data entry, message sending, electronic mail sending, valuation, advisory services and services supporting business processes, etc.

- f) Provision to third parties notified as acting in the name of/at the request of/under an agreement with the Data Subject, such as payees, beneficiaries, persons designated in connection with a payment, intermediary banks, confirming banks and correspondent banks, payment intermediary organisations, etc.
 - g) Business partners and related partners cooperating with CAEX to develop or supply, or in connection with the development or supply of, CAEX's products and services; or in connection with the supply or development of those partners' products and services to the Data Subject.
 - h) Any individual, competent State agency, regulatory authority or third party to which CAEX is permitted or required to disclose under the laws of any country or under any other contract or commitment between the third party and CAEX.
 - i) Other related parties approved by the Data Subject and/or considered by CAEX to be necessary in order to meet and protect the lawful rights and interests of the Data Subject and the lawful rights and interests of CAEX.
2. When providing Data to related parties, CAEX will apply the necessary measures and fully comply with the provisions of law in order to ensure the safety of the Data provided.

VII. DATA PROCESSING

1. Data processing activities and data processing methods

- a) The Data Subject's Data may be processed by CAEX by way of one or more activities such as receipt, collection, recording, analysis, consolidation, verification, storage, rectification, disclosure, combination, access, retrieval, recovery, encryption, decryption, copying, sharing, transmission, provision, publication, transfer, conversion, organisation, erasure, destruction and de-identification of Data, processing within a big data analytics system, or other activities that impact PD.
- b) Depending on the data processing purposes, CAEX or CAEX's Personal Data Processor or a third party permitted to process data for CAEX may apply appropriate processing methods, including automated, manual or other data processing methods consistent with the provisions of law and CAEX's regulations from time to time. Automated data processing does not affect the lawful rights and interests of the Data Subject.

2. Data storage and confidentiality

- a) The Data Subject's Data stored by CAEX shall be kept confidential. CAEX will implement reasonable measures to protect the Data Subject's Data. CAEX will store the Data Subject's Data in Vietnam, at CAEX or at a third party selected by CAEX. CAEX will store the Data Subject's Data abroad only where permitted by the provisions of law. CAEX may apply cloud computing storage solutions consistent with the relevant regulations. We apply global data security standards, consistent with the Applicable Law.

- b) We store the Data Subject's Data for such period as is necessary to fulfil the data processing purposes set out in this Policy, unless a longer Data retention period is required or permitted by the Applicable Law.
- c) In any Data Processing activity, security is CAEX's highest priority. CAEX will apply appropriate technical and technological measures to prevent unauthorised access to or use of the Data.

3. Cross-border transfer of PD

- a) In order to carry out the data processing purposes agreed with the Data Subject, CAEX may share the Data Subject's Data with Our related third parties, and those third parties may be located in Vietnam or outside the territory of Vietnam.
- b) The Data Subject carries out the cross-border transfer of PD (including the use of Data in cyberspace, on devices or electronic means, or in other forms, to transfer Data outside the territory of Vietnam). CAEX will comply with the legal obligations and requirements relating to the cross-border transfer of PD, including requiring the recipient to ensure that the Data Subject's Data transferred to it will be kept confidential and secure.

4. Notification of Data Processing

The Data Subject acknowledges that, by accepting this Policy, the Data Subject has been notified by CAEX of, is aware of and consents to all of the contents required to be notified in advance to the Data Subject when CAEX processes data, including that the Data Subject's sensitive PD may be processed by CAEX, that the Data Subject's PD may be processed within a big data analytics system, and that PD may be processed automatically through artificial intelligence systems. The Data Subject agrees that CAEX need not give further notice before processing data.

5. Updating, amendment and cancellation of Data

- a) CAEX and the relevant Personal Data Processors shall update and rectify Data at the request of the Data Subject or in accordance with the provisions of law. CAEX undertakes to apply the necessary measures to ensure accuracy when updating and rectifying Data. Where CAEX is unable to rectify Data for legitimate reasons, CAEX undertakes to fully discharge its responsibilities in accordance with the provisions of law.
- b) CAEX shall erase, destroy and de-identify Data in the following cases: the Data Subject so requests and accepts the risks and damage that may arise to the Data Subject (the Data Subject's request in this case must fully comply with the principles required by law); the PD processing purposes have been fulfilled; the retention period under the Provisions of Law has expired; pursuant to a decision of a competent State agency; pursuant to an agreement; or in other cases as provided by law. CAEX complies with the relevant Provisions of Law when erasing, destroying and de-identifying PD.

6. Commencement and end of Data Processing

- a) Data is processed from the time CAEX lawfully receives the Data until the Data Processing purposes have been fulfilled or until the Data is erased or destroyed in accordance with the regulations.
 - b) CAEX may store and process data even after the contract or transaction between CAEX and the Data Subject has terminated, in order to discharge obligations and responsibilities under the provisions of law and/or the requirements of competent State agencies and for CAEX's governance activities.
7. **Processing of the PD of children, persons who have lost or have limited civil act capacity, and persons with difficulties in cognition and behaviour control**
- a) CAEX will process the data of children, persons who have lost or have limited civil act capacity and persons with difficulties in cognition and behaviour control on the principle of protecting the rights and acting in the best interests of children, persons who have lost or have limited civil act capacity and persons with difficulties in cognition and behaviour control, and consistently with the provisions of law.
 - b) CAEX shall process the PD of children, persons who have lost or have limited civil act capacity and persons with difficulties in cognition and behaviour control only where the legal representative exercises the rights of the PD subject on their behalf. The legal representative shall be responsible for obtaining the consent of the child before providing the child's PD to CAEX and for fully complying with the provisions on the Transfer of the data of Related Individuals set out in these General Transaction Conditions.
8. **Organisations and individuals participating in Data Processing activities**
- a) Depending on the case, CAEX may be the Personal Data Controller or the Personal Data Controller and Processor.
 - b) Under this Policy, the Data Subject clearly understands that CAEX may share Data with the organisations and individuals processing Data as set out in Part VI of this Policy. Data sharing shall be carried out in accordance with the proper order, manner and Applicable Law. Organisations and individuals receiving and processing Data are obliged to keep the Data confidential in a manner consistent with this Policy, CAEX's internal regulations and Data protection standards, and the Applicable Law.
9. **The Data Subject providing CAEX with the PD of another subject:** Where the Data Subject provides CAEX with the PD of any individual (a **"Related Individual"**), the Data Subject shall be responsible for ensuring that the Related Individual has consented to and permitted the exercise of the right of representation on behalf of that Related Individual (by way of authorisation in accordance with the provisions of law) in providing and transferring the information of the Related Individual to CAEX; and has permitted CAEX to process the data. The Confirmation Document of Consent to PD Processing Activities, together with these General Transaction Conditions, shall be deemed to be the PD transfer agreement between the Data Subject and CAEX. The specific contents of the agreement are as follows:
- a) **Purpose of the PD transfer:** The purpose(s) consented to in the Confirmation Document of Consent to PD Processing Activities.

- b) **Categories of PD subjects and types of PD transferred:** Related Individuals, together with such PD as is provided by the Data Subject to CAEX in specific cases.
- c) **Duration of PD processing; requirements on the erasure and destruction of PD upon completion of the transfer purpose:** The same as those applicable to the Data Subject's PD.
- d) **Legal basis of the PD transfer:** The transfer is carried out on the basis that the Data Subject has obtained the consent of, and been permitted by, the Related Individual to exercise the right of representation on behalf of that Related Individual (by way of authorisation in accordance with the provisions of law).
- e) **Responsibility for personal data protection during the transfer and processing of PD:** The Data Subject shall be responsible for the validity of the PD transfer. CAEX shall be responsible for protecting the PD transferred in a manner consistent with the Confirmation Document of Consent to PD Processing Activities, these General Transaction Conditions and the provisions of law.
- f) **Responsibility for giving effect to the rights of the PD subject:** Related Individuals are ensured the full exercise of the rights of a data subject under the Confirmation Document of Consent to PD Processing Activities, these General Transaction Conditions and the provisions of law.
- g) CAEX and the Data Subject shall be responsible for cooperating to protect the PD of Related Individuals and to ensure compliance with the provisions of law. A party that breaches its responsibilities for the protection of a Related Individual's PD shall be liable before the law for its breach.

VIII. POSSIBLE UNDESIRED CONSEQUENCES AND DAMAGE

1. Data processing always carries a latent risk of Data leakage or inappropriate data processing. CAEX is conscious of the importance of, and its responsibility for, Data protection and undertakes to apply appropriate protective measures in accordance with the Applicable Law and regularly to review and update the most optimal technical measures in order to ensure safety in Data Processing, using its best efforts to prevent risks and limit possible undesired consequences and damage, and to protect the lawful rights and interests of the Data Subject and of CAEX. However, CAEX cannot undertake to guarantee the absolute safety of PD in certain cases, such as:
 - a) Technological system failures during data processing that cause the loss or leakage of the Data Subject's Data.
 - b) Security vulnerabilities beyond CAEX's control, or attacks on the system causing the disclosure or leakage of Data.
 - c) The occurrence of other force majeure events beyond CAEX's control.
2. CAEX recommends that the Data Subject keep confidential the information relating to account login passwords and OTP codes and not share it with any third party.
3. The Data Subject should be clearly aware that, at any time when the Data Subject discloses and publicises their own PD, that Data may be collected and processed by other

organisations and individuals for purposes beyond the control of the Data Subject and of CAEX.

4. CAEX recommends that, when using cyberspace to transmit Data, the Data Subject should use only secure systems to access websites, applications or devices. The Data Subject is responsible for keeping their access credentials for each website, application or device safe and confidential. The Data Subject should notify CAEX immediately upon detecting any misuse of login information and should change the access password immediately.

IX. RIGHTS AND OBLIGATIONS OF THE DATA SUBJECT

1. Rights of the Data Subject

CAEX respects and ensures that the Data Subject may fully exercise the rights of a Data Subject, specifically comprising:

- a) **Right to know:** The Data Subject has the right to know about the processing of their data. The documents and messages on Data protection, together with this Personal Data Protection Policy, are provided and fully communicated by CAEX to the Data Subject so that the Data Subject is aware of and clearly understands them before providing Data and consenting to CAEX's processing of the data.
- b) **Right to consent:** The Data Subject has the right to consent or to withhold consent, and to request the withdrawal of consent, to the processing of PD. However, the Data Subject should note that the exercise of these rights must be carried out in compliance with the relevant provisions of law.
- c) **Right to request provision, access, rectification or to request rectification:** Unless otherwise provided by law, the Data Subject has the right to request CAEX to allow access to, rectification of and/or to request the rectification of the Data Subject's PD held by CAEX.
- d) **Right to request the erasure and restriction of PD processing; and to submit an objection to PD processing:** The Data Subject may withdraw their consent in respect of any or all data processing activities agreed with CAEX; may request the erasure of Data, the restriction of Data Processing and object to Data Processing; and has the right to anonymity and to the deletion of identification profiles, including where the platform stores behavioural history.
- e) **Right to complain, denounce, initiate legal proceedings and claim compensation for damage in accordance with the provisions of law:** The Data Subject may give feedback to, report to and lodge complaints with CAEX regarding any breach or suspected breach of Data protection of which the Data Subject becomes aware.
- f) **Right to request competent State agencies or the agencies, organisations and individuals involved in PD processing to implement measures and solutions to protect their PD** in accordance with the provisions of law.

2. Obligations and Undertakings of the Data Subject

- a) To protect their own PD, and to require other organisations and individuals to protect their PD; to notify CAEX promptly upon detecting any error, confusion or leakage in relation to PD, or any suspicion that PD has been infringed.

- b) To respect and protect the PD of others.
- c) To provide their PD fully and accurately in accordance with the Provisions of Law, under a contract, or when consenting to the processing of their PD. Where any of the Data Subject's PD is provided inaccurately, the Data Subject shall bear responsibility where such information affects or restricts the Data Subject's benefits.
- d) To observe the law on personal data protection and to participate in the prevention and combating of acts infringing upon PD.
- e) To read and clearly understand CAEX's Personal Data Protection Policy before carrying out any activity involving PD with CAEX.

3. Points to note in the exercise of the rights and obligations of the Data Subject

- a) The Data Subject may exercise the rights set out above by submitting a request to CAEX. The Data Subject's request must be sent to CAEX in accordance with the proper order, procedures, place and manner of receipt, and must provide full information and the contents of the request, e.g. the type of Data to be erased, the reasons and the purpose of the request, etc. All costs arising (if any) from giving effect to the requests, including but not limited to printing, photocopying, postal and delivery charges, etc., shall be borne by the Data Subject.
- b) CAEX will handle the Data Subject's requests in accordance with the provisions of law and having regard to the legitimate interests of the Data Subject. Where the Data Subject withdraws their consent, requests the erasure of Data and/or exercises other related rights in respect of any or all Data in a manner that affects CAEX's ability to supply and maintain products and services to the Data Subject or related persons, or to maintain the contractual relationship, CAEX may, depending on the nature of the Data Subject's request, consider and decide not to continue supplying CAEX's products and services to the Data Subject or to terminate the contractual relationship between CAEX and the Data Subject. Acts carried out by the Data Subject under this provision shall be deemed to be a unilateral termination by the Data Subject of any relationship between the Data Subject and CAEX and may well result in a breach of the obligations or undertakings under the contract between the Data Subject and CAEX. CAEX reserves the right to apply its lawful remedies in such cases. CAEX shall not be liable to the Data Subject for any loss arising, and CAEX's lawful rights shall be fully reserved.
- c) CAEX will give effect to requests for the exercise of the Data Subject's lawful rights within the time consistent with the provisions of law. However, for the purposes of legal compliance and/or security, CAEX may require the Data Subject to verify their identity before processing the Data Subject's request.
- d) CAEX has the right to refuse to give effect to the Data Subject's requests in certain cases, including but not limited to where (i) the Data Subject does not follow the proper order and procedures under CAEX's instructions; (ii) the Data Subject does not satisfy CAEX's identity verification requirements; or (iii) CAEX assesses that there are signs of fraud or of a breach of personal data protection; or (iv) the Provisions of Law do not permit compliance with the Data Subject's request.

- e) The Data Subject must act in accordance with the provisions of law and comply with the obligations of a PD subject under the contract. The exercise of the rights and obligations of the Data Subject must be for the purpose of protecting the lawful rights and interests of that Data Subject;
- f) The Data Subject must not cause difficulties for, or obstruct, the exercise of the lawful rights and obligations of CAEX and the relevant Personal Data Processors,
- g) The lawful rights and interests of the State and of other agencies, organisations and individuals must not be infringed,
- h) Where the Data Subject provides CAEX with the information of a Related Individual, the Data Subject must ensure that: the Data Subject has been validly authorised by the Related Individual to provide the Related Individual's Data to CAEX; and to permit CAEX to process the data in accordance with this Policy. The Data Subject shall be responsible for retaining evidence substantiating the consent of the Related Individual to the contents set out in this Article and for providing such evidence at CAEX's request. The Data Subject shall be liable for, and shall pay CAEX, any material damage suffered by CAEX where the Data Subject breaches this Policy.

X. COOKIES AND SIMILAR TECHNOLOGIES

1. When the Data Subject uses or accesses the CAEX Platform, CAEX may use cookies and/or similar technologies on CAEX's websites in order to ensure stable functioning, operation and security, to remember the Data Subject's choices and to support measurement and analytics with a view to improving services and serving other lawful purposes. CAEX may place one or more cookies on the Data Subject's device. CAEX may use this information to recognise the Data Subject when the Data Subject returns to CAEX's websites, to provide personalised services on CAEX's websites, to compile analytics in order better to understand website activity and to improve CAEX's websites. Certain cookies may be set by CAEX or by trusted third parties for the purposes set out below.
2. The types of cookies and tracking technologies that CAEX may use include:
 - a) **Essential cookies and technologies:** these serve the basic operation of the Platform, the authentication of the Data Subject, the maintenance of login sessions and the assurance of system security and safety. These cookies are necessary for the Platform to function and in certain cases cannot be disabled;
 - b) **Analytics/measurement cookies and technologies:** these help CAEX to understand how the Data Subject interacts with the Platform, to analyse performance, to detect technical errors and to improve Service quality. The use of these cookies and technologies is carried out to the extent permitted by law;
 - c) **Communications and marketing cookies and technologies (if any):** these are used in order to deliver content better suited to the Data Subject's needs, on the basis of compliance with the provisions of law on marketing and personal data protection.
3. The Data Subject may use their browser settings to delete or block cookies on their device and has the right to rectify, to anonymise and to delete identification profiles, including where the platform stores behavioural history. However, if the Data Subject decides not to

accept or to block cookies from CAEX's websites, this may affect the Data Subject's experience or ability to use certain features of the CAEX Platform. Disabling certain cookies may affect the experience or the ability to use certain features of the CAEX Platform.

4. CAEX may process the Data Subject's data through cookie technology, in accordance with the provisions of this Policy. CAEX may also use retargeting measures in order to send advertisements to individuals whom CAEX knows to have previously visited its websites.
5. To the extent that third parties have embedded content on CAEX's websites (for example, social media features), those third parties may collect the Data Subject's Data (for example, cookie data) if the Data Subject chooses to interact with that third party's content or to use that third party's services.

XI. UPDATING AND AMENDMENT OF THE POLICY

1. CAEX may amend, adjust, supplement or update this Policy where the law and/or CAEX's policies on Data and/or on risk management and information security change, and/or in other cases where CAEX considers it necessary.
2. Notice of any amendment will be posted on Our website and/or through such other means of communication as We consider appropriate. CAEX recommends that the Data Subject regularly monitor this Policy in order to keep up to date with changes and to remain informed of how CAEX is protecting the Data Subject's Data.
3. The Data Subject's continued use of the products and services, or maintenance of transactions and relationships with CAEX, shall be understood to mean that the Data Subject has read and understood this Policy together with the relevant amendments and supplements.

XII. GOVERNING LAW AND EFFECT

1. This Policy is governed by the applicable laws of the Socialist Republic of Vietnam.
2. If any term or condition, or any part or item, of this Policy is declared invalid or unenforceable by a competent State agency, that term or condition shall not invalidate the other terms and conditions, parts or items of this Policy.
3. This Personal Data Protection Policy at CAEX applies to all Data Subjects whose PD is processed by CAEX from the date of application stated at the beginning of this Policy.
4. The Data Subject acknowledges that, by accepting/agreeing to this Policy in any form, the Data Subject has agreed that the Data Subject's PD shall be processed by CAEX and by the relevant organisations and individuals in accordance with this Policy, and has consented to the Data Processing activities as set out herein. The Data Subject has been notified by CAEX of, is aware of and consents to all of the contents notified in relation to the processing of PD by CAEX and the relevant organisations and individuals under this Policy. The Data Subject acknowledges and agrees that CAEX and the relevant organisations and individuals need not give any further notice to, or obtain any further approval from, the Data Subject before processing PD.

5. In the event of any difference between the provisions of this Policy and the Confirmation Document of Consent to PD Processing Activities and/or the General Transaction Conditions on other products and services of CAEX and/or other agreements between CAEX and the Data Subject, the contents of the Confirmation Document of Consent to PD Processing Activities, the General Transaction Conditions on CAEX's products and services or the other agreement between CAEX and the Data Subject shall prevail.

Hanoi,/...../202...

GENERAL DIRECTOR