

Contract No: .....

## ACCOUNT OPENING CONTRACT

ACCOUNT NO:

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Today ..... at KIS Vietnam Securities Corporation, we are:

**PARTY A: THE CLIENT** ..... Gender: ☐ Female ☐ Male

- Date of birth: ..... Place of birth: .....
- ID/ Passport No/ Business license No: .....
- Date of issue: ..... Place of issue: .....
- Tax code : .....
- Trading code: ..... Date of issue: .....
- Address: .....
- Telephone: ..... Mobile: .....
- Email: ..... Fax: .....

### ❖ Representative Information

- Name of Representative .....
- Date of birth: ..... Place of birth: .....
- ID/Passport No: .....
- Date of issue: ..... Place of issue: .....
- Address: .....
- Telephone: ..... Fax: ..... Mobile: .....
- Email: ..... Title: .....
- According to the authorization letter No: ..... dated: .....

### Bank information:

1. Account No: ..... At bank: .....
2. Account No: ..... At bank: .....

### PARTY B: KIS : KIS VIET NAM SECURITIES CORPORATION

- Establishment and operation of License No: 56/UBCK-GPHĐKD – Issued on: 05/07/2007 – At: State Securities Commission of Viet Nam.
- Head office: 3<sup>rd</sup> Floor, TNR Tower, 180-192 Nguyen Cong Tru St, Nguyen Thai Binh Ward, District 1, HCMC, Vietnam.
- Tax Code: 0305066125 Telephone: (+84 28) 3914 8585 Fax: (+84 28) 3821 6899
- By Mr/Ms: ..... Title ..... represented
- The authorization letter No: ..... dated: ..... of General Director.

The Parties hereby agree to enter into the Account opening Contract with the following conditions and specific terms stipulated in “Terms and conditions of Contract” and attached documents.

THE CLIENT (Signed & Sealed )	KIS VIETNAM SECURITIES COPORATION (Signed & Sealed)

**TERMS AND CONDITIONS OF CONTRACT****ARTICLE 1: DEFINITION OF TERMS.**

- 1.1** “KIS”: KIS Vietnam Securities Corporation.
- 1.2** “Account” or “Trading Account” is two (02) the account opened at KIS, including: (1) Securities trading deposit account opened at commercial banks designated by KIS; (2) Securities depository account opened at KIS, used for securities trading.
- 1.3** “Online Trading” is the implementation of all the securities trading requirement including: execute online orders, monitor portfolios at market prices, look up detailed matching results, look up the history of securities transactions, view tradable cash account at the bank’s client and other utilities of derivative services in compliance with the provisions of law, through interacting directly with the information technology system on the website of KIS.

**ARTICLE 2: OBJECTIVES OF THE CONTRACT**

- 2.1** According to this contract, the client requests and KIS agrees to open Trading Account for the client to conduct securities transactions in accordance with regulations of Vietnam Law.
- 2.2** KIS agrees to provide the client with services under this contract as follow:
- i. Open a securities Trading Account;
  - ii. Conducting securities transactions, money transactions by the orders, requests, or the authorization of the client;
  - iii. Monitor securities, money, assets, or other property rights related to securities transactions in accordance with the agreement between KIS and the client and in accordance with KIS’s functions.
  - iv. The registration, custody, clearing through Vietnam securities depository by the authorization of the client.
  - v. Other securities services as agreed between KIS and the client from time to time and in accordance with regulations of Vietnam Law.

**ARTICLE 3: DEFAULT COMMITMENT**

- 3.1** The client acknowledges that price always fluctuates. Consequently, the client must commit to accept all risks with the value of securities in the client’s account opened under this Contract.
- 3.2** The client acknowledges that at the time of signing this Contract, the client has been instructed by KIS in trading methods, order execution and all other requested information related to securities and stock markets, as well as the client’s ability of making profits and accepting risk in investment. The client also understands that the information, analysis, advice and opinions provided by KIS are only for reference and the client shall bear full responsibility for their own investment decision.
- 3.3** By signing this Contract, the client acknowledges that KIS has clearly and fully informed the client about the functions and scope of business in the operation license, the charter capital and the representatives; and the client has accepted and agreed to participate in.
- 3.4** The client agrees to authorize KIS in performing the access to the client’s bank account to check balances, freeze the balance, make payment, fees and taxes (if any) to settle the client’s matched orders, proceed all the required and necessary procedures to receive income and legal stock rights related to the number of the client’s securities and realize other activities to guarantee that the client’s obligations in this Contract and others signed with KIS are made.
- 3.5** According to the directly sign or authorization to another person to properly sign the order forms, the client recognizes that the client has collected enough information and has the awareness of the client’s trading behavior and must commit to be responsible for the client’s trading behavior.
- 3.6** During the performance of the contract, the parties shall continue to sign other contracts for related services provided by KIS. The specific rights and obligations of the two parties shall be governed by contracts respectively. However, if the client fails to fulfill the obligations set forth in or arising from such contracts, the client agrees to allow KIS the full right to dispose of the securities and money contained in the Trading Account to deduct/ perform the remaining obligations of the client without any claim, demand and/ or opposition to KIS.
- 3.7** In the event that the client cannot pay on time, KIS shall apply measures to freeze the Trading Accounts of the client and have the full rights to proceed with the liquidation of these assets to recover debts in accordance with KIS’s regulations.
- 3.8** The client must provide KIS the list of the client’s bank accounts used for receiving money from the transfer order of KIS which is based on the client’s request of withdrawal from the trading Account.
- 3.9** If the client is corporation, in any case where it is divided, split, consolidated or merged, the client must ensure that the newly corporation established after the division, separation, consolidation and merger must inherit and receive continue to perform its obligations under this contract to KIS.

**ARTICLE 4: IMPLEMENT TRANSACTION**

- 4.1** As placing the buying/selling orders, the client has to complete the paper order forms (to be provided by KIS) as required and submit the form to any trading counters of KIS. The paper order forms are only accepted when they are submitted to any trading counters of KIS prior to the client’s trading, except other methods of order execution are agreed and signed in written by Parties.
- 4.2** In the event that the client wants to execute orders in the modes: by phone, via Internet... (Online trading), the client will comply with the regulations in the Online Trading Contract.

**ARTICLE 5: REQUIREMENT RATE OF ORDER EXECUTION**

- 5.1** Upon executing the selling orders, the client must have enough sellable securities in the Trading Account, as permitted by the regulation of Government and Law.
- 5.2** Upon executing the buying orders, the client undertakes that the cash balance in the Trading Account meet the conditions on the deposit rate for transactions, as permitted by the regulation of Government and Law.

**ARTICLE 6: RIGHTS AND OBLIGATION OF THE CLIENT**

- 6.1** The Rights of client:
- i. Legal ownership and implementation of the rights of the owner of all money, securities and other legitimate rights and interests arising from the money and securities contained in the Trading Account.
  - ii. To makes choice and use all methods of order execution provided by KIS.
  - iii. To request KIS to provide written information on the client’s Trading Account and written results of securities trades, in accordance with the methods agreed upon by the Parties.
  - iv. To have the rights to receive non-term interest at a rate publicized from time to time by the designated Bank on the cash balance in the Trading Account.
  - v. To have the right to withdraw/ transfer a part or all of the Securities, funds, and other related assets from the Trading Account upon demand or upon the termination of this Contract, provided that the client has fulfilled all obligations to KIS or any third party (if any).
  - vi. To authorize in part or in whole to other persons to carry out transactions in the Trading Account in accordance with KIS’s regulations.
  - vii. To have the right to complain about the results of transactions that the client have placed within 24 (twenty four) hours from the time of receipt of the notice of transaction results. Past this time limit, KIS is not responsible for resolving any client’s complaints related to the result of the transaction and the client is deemed to accept the transaction result as stipulated in this contract.

**6.2 The obligations of client:**

- i. To apply the trading code and open an Account at the Bank in accordance with laws to carry out securities transactions.
- ii. To undertake that the information provided under this Contract and any other documents to be entered into with KIS is accurate and in compliance with applicable laws. In case any information changes or is discovered to be incorrect, the client shall be responsible to notify KIS immediately in writing to update the information changes or the inaccuracy is discovered. KIS shall not be liable for damages incurred by the client due to any change of information or incorrect information that has not been notified or has not been notified on time by the client to KIS.
- iii. To implement, self checking and acceptance of the trading results carried out by the client and authorized representative, if the client have no objection within 24 (twenty four) hours from the time KIS announces the result of the transactions.
- iv. Update to the KIS every six (6) months the correct information about financial capacity, risk tolerance, expected profitability of the client and relatives, and other information according to the form provided by KIS (Appendix 1). In case the client do not update or update the incorrect information, KIS reserves the right to (i) give the client more time to update information, (ii) continue to perform the contract, or (iii) prior to 15 days send written of the decision to unilaterally terminate this Contract without compensation to the client.
- v. To pay brokerage fees, custody fees and any other fees to KIS through the designated Banks in accordance with regulations on payment time and methods that are announced from time to time by KIS.
- vi. To pay taxes in accordance with law (if any) which arises from transactions carried out by the client
- vii. By using the services KIS provides through the online transaction system, clients are deemed to agree to accept the terms and conditions of use of services as part of this Contract
- viii. To keep confidential all and any information relating to the Trading Account of the client, this Contract and other Contracts entered into with KIS.
- ix. To comply with and strictly adhere to regulations, laws, and KIS's instruction with regard to the use of the Trading Account and transactions on purchase of securities.

**ARTICLE 7: RIGHTS AND OBLIGATIONS OF KIS****7.1 The rights of KIS**

- i. To receive trading fees, custody fees and other fees under the fee tariff established by KIS and publicized at the transaction offices and on KIS's website.
- ii. In case the client violates any provision of the laws, any obligation and / or any other regulations publicized by KIS from time to time, upon three (03) days prior written notice to the client, KIS have the right to suspend or terminate the validity of the client's Trading Account without KIS being considered in the breach of the Contract.
- iii. In case the client fails to perform any obligation arising from any securities transaction that has been made in accordance with regulations, KIS has the full right to handle securities/assets in the Trading Account or to request the designated Bank to make the deduction from the client's account. If the money and securities in the Trading Account are insufficient to fulfill such obligations, KIS will have the right to request the client to use other assets to fulfill the client's obligations and to compensate KIS for damages incurred.

**7.2 The Obligations of KIS:**

- i. To carry out transaction under the client's request in accordance with regulations of the applicable law and this Contract.
- ii. To keep the client's securities at Trading Account in Vietnam Securities Depository according to regulations.
- iii. To keep confidential information in respect of the Trading Account and transactions of the client, except (i) must provide information as requested by Government; (2) the consent of the client; (3) other cases as prescribed by Law.
- iv. Do not use money and securities of the client if not have the consent of the client, except cash and securities used as collateral, pledge, or other securities binding agreement with KIS, or obligations to third parties.
- v. To provide the client with written information on the client's Trading Account and written results of securities transactions in a manner agreed upon by Parties.
- vi. Compensation to the client if such damages arise due to fault of KIS at the level agreed by KIS and the client or in accordance with regulations of the law if the two parties do not reach an agreement on compensation levels.

**ARTICLE 8: AMENDMENTS, SUPPLEMENTS, TERMINATION OF CONTRACT**

**8.1** KIS reserves the right to amend, supplement or cancel in whole or in part any terms and conditions (including service fees) in connection with any service provided by KIS and the Client automatically accept that KIS will provide notice of such amendments, supplements and cancellations to the client through one or more of the methods selected by KIS as follows: (i) sending the text; or (ii) the phone has a sound recording; or (iii) email; or (iv) SMS; or (v) published on the KIS's website at [www.kisvn.vn](http://www.kisvn.vn), before such changes or additions take effect.

**8.2** This contract is terminated and the Trading Account is settled in the following cases:

- i. The client requests the termination of this Contract by a written notice to KIS provided that the client has completely performed all of its obligations KIS.
  - ii. As stipulated in Article 7.1 (ii) in this contract
  - iii. The client is an individual who dies or is declared dead by the court or has lost his or her legal capacity.
  - iv. The client is a corporation which dissolved, bankrupted, and suspended its operation or withdrawn its license.
  - v. The client has no securities or balance in the Trading Account and the client has had no transactions for a period of twelve (12) consecutive months. In this case, KIS is entitled to unilaterally terminate this Contract
  - vi. KIS is subjected to dissolution, bankruptcy, suspension of operation, or its license is revoked.
  - vii. Other cases prescribed by law.
- 8.3** Notwithstanding any termination of the contract mentioned in Clause 8.2 of this Article, the client's obligations to KIS shall terminate only when the client fulfills all such obligations.

**ARTICLE 9: GOVERNING LAW AND DISPUTE RESOLUTION**

**9.1** All contents in this contract and its attached annexes are explained and governed by Vietnam Law.

**9.2** KIS is responsible for resolving disputes with the the client within maximum three (03) working days for simple cases and up to fifteen (15) working days for complicated cases and/ or resolution procedures of KIS.

**9.3** Any dispute related to this Contract, if any, shall be resolved by negotiation. In case of a failure to reach the settlement through negotiation, either party may refer the dispute to the competent court for settlement as regulated by Law.

**ARTICLE 10: EFFECTIVENESS OF THE CONTRACT:**

**10.1** This contract is effective from the date of signing.

**10.2** All provisions, parts of the terms and annexes to this contract shall have independent validity. If any provision, annex is void or unenforceable under Vietnamese Law, the validity, legality and enforceability of the remaining terms and annexes of this Agreement will not be affected in any way.

**10.3** This contract consists of three (03) pages and attached annexes, made in two (02) original sets of equal validity, each party holding one (01) copy.

## REGISTRATION FOR ONLINE TRADING SERVICE

### I. Client Information:

- Client\*: .....
- ID/ Passport No./Business license no: .....
- Date of issue: ..... Place of issue: .....
- Address: .....

Trading Account \*:

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### II. Transaction Types:

- Transaction through internet : ☐
- Transaction by phone : ☐
- Both types : ☐

### III. Client's confirmation:

By signing the register of use of online transaction service, I hereby confirm and agree:

- i. The above information is correct, sufficient and accurate;
- ii. To have read, understood, and accepted the legal validity and complied with the conditions and terms of (a) The Contract of Online Trading Services; (b) The Risk Disclosure and Guidelines of Online Trading Services of KIS Viet Nam Securities Corporation which are publicized on the website of KIS Viet Nam Securities Corporation;
- iii. To accept the Contract of Online Trading Services through Internet registration. The signature of contract through this form conforms to the order of authenticity statement and confidentiality established and stipulated by KIS Viet Nam Securities Corporation in the online trading system. The Contract of Online Trading Services shall be immediately effective after the client's completion of authenticity statement order and first successful access to the online trading system for securities transactions.
- iv. Any client's dispute arising out of the signature of the Contract of Online Trading Services through internet registration for whatever reason, in the purpose of denying the legal validity and effectiveness of this Contract, which has been already effective, shall be null and void, not be dealt with and not affect the Contract effectiveness;
- v. Any dispute arising out of the use of the online trading services shall be adjusted by: (a)The Contract of Online Trading Services, (a) The Risk Disclosure and Guidelines of Online Trading Services of KIS Viet Nam Securities Corporation which are publicized on the website of KIS Viet Nam Securities Corporation;

This Registration of Online Trading Services is an integral part of the Contract of Online Trading Services.

THE CLIENT (Signed & Sealed )	KIS VIETNAM SECURITIES COPORATION (Signed & Sealed)

#### Note:

- The information on the register of use of online transaction service must match the information registered by the client in the Contract to open the account with KIS Viet Nam Securities Corporation.
- Items marked \* are compulsory

**ANNEX NO. 01****INFORMATION CLIENT****I. Investment objective**

- Income:	<input type="text" value=""/>	%
- Long term growth:	<input type="text" value=""/>	%
- Mid term growth:	<input type="text" value=""/>	%
- Short term growth:	<input type="text" value=""/>	%
- Total	<input type="text" value="100"/>	%

**II. Risk Tolerance**

- Low:	<input type="text" value=""/>	%
- Medium:	<input type="text" value=""/>	%
- High:	<input type="text" value=""/>	%
- Total	<input type="text" value="100"/>	%

**III. Asset**

- Client's income	<input type="text" value=""/>	Million (VND)
- Spouse's income	<input type="text" value=""/>	Million (VND)

**IV. Investment knowledge**

<input type="checkbox"/> Excellence	<input type="checkbox"/> Good	<input type="checkbox"/> Limited	<input type="checkbox"/> None
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**V. Investment experience**

<input type="checkbox"/> None	<input type="checkbox"/> Bond	<input type="checkbox"/> Stock
<input type="checkbox"/> Treasury bill	<input type="checkbox"/> Short selling	<input type="checkbox"/> Others

**VI. The person has rights and financial benefits for this account**

- Surname	<input type="text" value=""/>
- Telephone	<input type="text" value=""/>

**VII. Is this a trust account management**

	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Surname	<input type="text" value=""/>	
- Telephone	<input type="text" value=""/>	

**VIII. Please state details of the public company in which you own over 5% of charter capital**

Corporation's name:	Title:
Corporation's name:	Title:

**IX. Please state details of the public company where you are employed in a management position**

Corporation's name:	Title:
Corporation's name:	Title:

**X. Relationship between the account's owner and the consultant**

<input type="checkbox"/> New contact	<input type="checkbox"/> Or introduced by	<input type="checkbox"/> Relative
<input type="checkbox"/> Others	<input type="checkbox"/> None	

**XI. Securities Trading Account at other securities company**

No.	Account No	Securities Company's Name	Attorney

**XII. Information relating to The United States (FATCA – Foreign Account Tax Compliance Act)**

- ☐ (a) The client is a US citizen or a resident of the US (1) or a person filing a tax return in the US;  
☐ (b) The client is not a US citizen or resident of the US, but has signs of the US identity (2) ;  
☐ (c) The client is not a US citizen or a resident of the US and has not signs of the US identity;

By ticking the appropriate boxes above and signing the confirmation on this Annex, the client undertakes that the information declared is accurate and complete. The client committed to notify the securities corporation as soon as there are any changes in the information stated above.

In case the client choose (a) or (b): the client commits to provide the FATCA's dossiers including W9 form or W8-Ben form or related documents as required within 30 days from signing this Annex. If the client fails to provide the FATCA's dossiers within 30 days to the securities corporation, the client's account will be classified as "Counter- account".

The client agrees to allow the securities corporation to access all information relating to the client's account. Also for the purpose of complying with the FATCA's requirements of reviewing client, the client hereby agrees to the securities corporation report information on the client's account to the Internal Revenue Service (IRS) or the competent tax authority, withholding tax as required by the FATCA- compliant financial institutions.

- (1) *Be a US citizen or resident of the US: US resident include a green card holder or US resident for at least 31 days in the current year and 183 days over a 3 - year period, this include the current year and the previous two years.*  
(2) *Signs of the US identity: the client has one of the following: US place of birth, mailing address or US permanent address, US contact information, Assign a periodic transfer to a U.S.-based account or periodically receive funds from one or more U.S.-based accounts that have a valid authorization for an object with an U.S. address, Mailing Address or Mailing Address in the United States.*

Client's signature

Received by

Verified by