

Contract No:-GDTPRL/BOS-KIS

PRIVATE CORPORATE BOND ACCOUNT OPENING CONTRACT

Account No:

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Today.....at KIS Viet Nam Securities Corporation, we are:

PARTY A - THE CLIENT:

Full name: Date of birth:/...../.....
 ID/Passport No/Business license No:.....
 Date of issue:/...../..... Place of issue:
 Address/ Head office:..... Nationality:
 Current address:
 Representative:
 Authorization letter No dated of

PARTY B – KIS VIET NAM SECURITIES CORPORATION (KIS)

Establishment and operation License No.056/UBCK-GPHĐKD issued by State Securities Commission of Viet Nam on July 05th, 2007.
 Head office: 3rd & 11th floor, TNR Tower, 180-192 Nguyen Cong Tru Street, Nguyen Thai Binh Ward, District 1, HCMC
 Telephone: (028) 3914.8585 Fax: (028) 3821.6898 Website: www.kisvn.vn
 Tax Code: 0305066125
 Representative: Mr./Ms. Title:
 ID/CCCD/Passport No:..... Issue date:/...../..... Place of issue:
 Authorization letter No:dated of General Director

The Parties hereby agree to enter into the Private Corporate Bond Account Opening Contract (the "Contract") with the terms and conditions attached to this Contract.

This Contract is an integral part of the Account Opening Contract signed by the Client and KIS, and is made in two (02) copies in English with same legal validity, each Party shall keep one copy.

The Client confirms that the Client has read, understood, fully explained and instructed about the service and form of Private Corporate Bond transactions, agrees to perform and undertakes not to have any complaints or file lawsuits with respect to the terms and conditions of the Contract.

<p>The Client <i>(Sign, full name and seal, in case of organization)</i></p>	<p>KIS Viet Nam Securities Corporation <i>(Sign and seal)</i></p>
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TERMS AND CONDITIONS OF THE CONTRACT

ARTICLE 1: DEFINITIONS

- 1.1 “KIS”: KIS Viet Nam Securities Corporation.
- 1.2 “The Client” or “Investor” are organizations or individuals who open securities trading accounts at and/or use KIS's securities services.
- 1.3 “Private corporate bonds” or “Private bonds”: are corporate bonds that are only allowed to be offered for sale to investors who meet certain conditions as prescribed by law.
- 1.4 “Securities Trading Account” or “Account”: means the Client's Account opened at KIS to perform securities transactions.
- 1.5 “Depository Account”: means the Client's Account opened at a bank/depository institution or opened at KIS for securities depository and payment for securities transactions.
- 1.6 “Private corporate bond trading account”: is an account opened by the Client at KIS to conduct private corporate bond transactions. This is the Securities Trading Account's divisional account (sub-account), and it is accounted for separately from the Client's normal trading account.
- 1.7 “Bond Documents”: means all and/or any of the following documents: Disclosure of Private Placement of Corporate Bonds, Security Agreements, Bond Terms and Conditions, Bondholder Representation Agreement and any other Bond-related documents entered into by the Issuer or issued in order to commit to the Bondholder about/relating to the rights and obligations of the Issuer and Bondholder.
- 1.8 “Bondholder”: means an individual or organization that owns at least one bond.

ARTICLE 2: OPENING A PRIVATE CORPORATE BOND TRADING ACCOUNT

- 2.1 By signing the Account Opening Contract and this Contract, the Client offers to provide the service of opening a private corporate bond trading account at KIS and undertakes to comply by the Terms and Conditions of this Contract. Private corporate bond trading accounts will be administered independently as a sub-account on the Client's KIS securities trading account.
- 2.2 If the Client already has a Securities Trading Account/Securities Depository Account at KIS, by entering into this Contract, the Client implicitly acknowledges that such Securities Trading Account/Securities Depository Account is a Private Corporate Bond Trading Account and a Private Corporate Bond Depository at KIS.
- 2.3 In case the Client does not deposit at KIS, the Client agrees to authorize KIS to request the bank/depository institution to perform the tasks mentioned in Article 3 of the Account Opening Contract when placing orders or trading private corporate bonds at KIS.

ARTICLE 3: RIGHTS AND OBLIGATIONS OF THE CLIENT

- 3.1 The Client invests and trades private corporate bonds to the extent consistent with the provisions of Bond Documents corresponding to private corporate bonds that Client invests and trades.
- 3.2 The Client is responsible for complying with the provisions of the laws and regulations of KIS related to private corporate bond transactions that the Client invests in and trades, including but not limited to: full access to the information disclosure content of the issuer; understand bond conditions, terms, and other commitments of the issuer before deciding to buy and trade bonds; understand and ensure compliance with regulations on investors private corporate bond transactions in accordance with the law on bonds; understand the roles and responsibilities of each service provider in relation to traded bonds; understand the risks arising from investing in and trading bonds.
- 3.3 The Client self-assesses, takes responsibility for his/her own investment and trading decisions, and bears his/her own risks arising from investing and trading private corporate bonds. KIS is a securities company and therefore does not have any guarantee that the bond issuer pays in full, on-time interest, bond principal at maturity, or other rights for investors to buy private bonds.
- 3.4 Before buying bonds (both in the primary and secondary markets), investor must sign a written confirmation of having fulfilled the provisions of Clause 3.2 and 3.3 of this Article and take responsibility for their own decision to purchase bonds after signing this confirmation document.
- 3.5 The Client may not sell or jointly contribute capital to invest in private bonds with persons who are not professional securities investors in any form. The mobilization of capital and the purchase and investment of private bonds by credit institutions, foreign bank branches, and fund management companies shall comply with the provisions of specialized laws.
- 3.6 In case the Client is a seller of private bonds, the Client is responsible for providing full contents of information disclosure of the bond issuer to the buyer in accordance with the provisions of law.
- 3.7 The Client is responsible for providing all relevant documents when conducting private corporate bond transactions in accordance with the law.
- 3.8 The Client's private corporate bond trading order must be consistent with and comply with the provisions of the Stock Exchange, the law and KIS applicable to the bonds traded by the Client.
- 3.9 Private bond transactions at KIS must comply with the provisions of this Contract as well as for other securities transactions.
- 3.10 The Client is responsible for understanding and complying with all Bond Documents that the Customer transacts.
- 3.11 The Client is responsible for ensuring that source of private bond investment funds is lawful, transparent and fully meet the requirements of law to be used for private bond investment purposes.
- 3.12 The Client unconditionally and irrevocably accepts the work and results of bond investments traded by the Client and/or executed according to the Client's trading orders.
- 3.13 The Client is responsible for ensuring that the information and documents Client has provided to KIS (directly or through other organizations/individuals) are accurate, truthful and complete in all aspects. The Client is responsible for supplementing information and documents (if necessary) as required by KIS. In case the Client fails to add information and documents on time, KIS is not responsible for the loss of the Client's investor status, and/or for the Client's bond trading results.
- 3.14 The Client is responsible for full and timely payment of fees, taxes and costs applicable to private bond transactions respectively in accordance with the laws, regulations of the Regulatory Authority and/or regulations of KIS from time to time.
- 3.15 The Client is responsible for self-monitoring and fulfilling obligations arising in connection with private corporate bond transactions. The Client's failure to receive notice from KIS is not a reason for the Client's delay in fulfilling obligations related to trading private corporate bonds and/or private corporate bond trading account.
- 3.16 Other rights and obligations as prescribed by law.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF KIS

- 4.1 KIS ensures compliance with legal regulations before entering orders into the private corporate bond trading system.
- 4.2 KIS ensures the accuracy and completeness of transaction information on the private corporate bond trading system.
- 4.3 KIS is obliged to check the validity and legality of trading orders in accordance with the provisions of law.

- 4.4 KIS stores and secures client' accounts and transaction records in accordance with the provisions of law.
- 4.5 KIS reserves the right to use and/or provide the Client information to Issuers and service providers related to private corporate bond transactions and/or provide them to competent authorities in accordance with law.
- 4.6 KIS reserves the right to unilaterally stop providing services to the Client if KIS considers that the provision of services may cause risks, losses to KIS or the provision of services is no longer in accordance with KIS policies and operating conditions.
- 4.7 Other rights and obligations as prescribed by law.

ARTICLE 5: TERMINATION OF THE CONTRACT

5.1 The Contract shall terminate in the following cases:

- 5.1.1 At the request of the Client after the Client has fully fulfilled all obligations to KIS.
- 5.1.2 The Client breaches any of the terms and conditions of the Contract. In this case, KIS reserves the right to unilaterally terminate this Contract immediately.
- 5.1.3 The Client is an individual who dies or is declared dead, missing by the court, or has lost his/her legal capacity or has serious difficulty in finance, etc., resulting in no longer meeting the eligibility to participate in private corporate bond transactions as prescribed; the Client is an organization that has serious difficulty in finance and/or has lost entity status and/or is subjected to dissolution, bankruptcy, suspension of operation, or whose license is revoked or violates regulations on securities, money laundering, etc., resulting in no longer meeting the eligibility to participate in private corporate bond transactions as prescribed.
- 5.1.4 KIS is subjected to dissolution, bankruptcy, suspension of operation, or its license is revoked or terminates its operation in accordance with law.
- 5.1.5 Other cases as prescribed by Law or decision of competent authorities, which does not allow the Parties to keep performing this Contract.
- 5.1.6 When KIS sends written notice of termination to Customer 15 days in advance.

5.2 Consequences of termination of the Contract:

- 5.2.1 Upon termination of this Contract, KIS also terminates the provision of private corporate bond trading services to the Client.
- 5.2.2 Even if the Contract is terminated, all remaining obligations of the Client under the Contract will be reserved and shall be considered to be completed only when the Client has fulfilled all obligations to KIS.

ARTICLE 6: NOTIFICATION

- 6.1 The Client agrees that KIS will notify the Client of information about KIS services, fee schedule, interest rates, KIS policies, information about the Client's right and obligations and other relevant information through: home delivery, SMS, fax, email address and phone number registered by the Client, announced on the System or posted on the website, ... are all considered valid.
- 6.2 The Client is deemed to have received KIS's notice at the time: KIS has sent SMS and/or email to the Client; KIS save the recording to the phone; KIS posts notices on the System or on KIS's website; the Client signs receipt for express mail.
- 6.3 The Client is responsible for maintaining contact information such as: current address, email address, phone number, ... registered with KIS, always in status: current address can receive express mail, email can receive mail, phone number can be contacted at any time. Client must register to change information with KIS no later than 01 (one) day from the time of change to KIS in writing or send a request to email address: backoffice@kisvn.vn. From the time KIS Company acknowledges that change, communication between the two parties will be made through a new current address or email address or phone number.
- 6.4 KIS is not responsible for any case where the Client fails to maintain the registered contact information and/or fails to provide it in a timely manner when there is a change in contact information as agreed in this Article, resulting in the notification being lost and/or not reaching the recipient and/or the Client refusing to receive notification from KIS is the error entirely on the Client's side. The Client's failure to receive KIS's notice for the above reasons is not a ground for KIS to postpone the implementation of necessary handling measures or a ground for the Client to delay in performing its obligations as stipulated in this Contract.

ARTICLE 7: GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1 This Contract and other contents related to securities trading but not mentioned in this Contract shall be construed and governed in accordance with the laws of Vietnam.
- 7.2 Any disputes arising between the Client and KIS, if any, shall be resolved by negotiation, conciliation. In case of failure to reach an agreement through negotiation, either Party may submit to the competent courts where KIS is located for settlement.

ĐIỀU 8: GENERAL PROVISIONS, EFFECTIVENESS OF THE CONTRACT

- 8.1 This Contract is effective from the date of signing and terminated as prescribed in Article 5 of this Contract.
- 8.2 KIS has the right to make amendments, supplements, adjustments of some terms in this Contract as long as such changes are published/ notified by KIS to the Client through one of the methods selected by KIS in this Contract before being applied. If the Client has no objection before the time these changes take effect, the Client is automatically deemed to accept such changes and agree to continue to perform this Contract with new terms. All notice, amendments, supplements, adjustments related to this Contract (if any) shall be an integral part of this Contract and binding on the Parties.
- 8.3 If any terms are void or unenforceable, the remaining terms will still have independent legal validity and are binding on the Parties. The Parties shall negotiate new terms to replace the void/unenforceable terms.
- 8.4 By entering into this Contract with KIS, the Client implicitly confirms that:
 - 8.4.1 The Client has fully read and understood and undertakes to comply with the provisions of the Contract. Contents not specified in this Contract will be applied in accordance with the provisions of the Account Opening Contract.
 - 8.4.2 The Client has been clearly explained by KIS and fully understand the risks that may arise and are solely responsible for all risks, losses or costs, losses and damages incurred (if any).
 - 8.4.3 The Client is not prohibited/not allowed to conduct private corporate bond transactions in accordance with the law.
- 8.5 The Parties commit to comply with the terms of the Contract.