

Contract No: ...../BOS-KIS

**ACCOUNT OPENING CONTRACT  
(Cum account opening request)**

Account No: 

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

**PARTY A - The Client:** .....

- Date of birth: ...../...../..... Tax code: ..... Gender:  Female  Male
- Passport No/ Business license No: .....  
Date of issue: ...../...../..... Place of issue:.....
- Address/ Head office: .....
- Telephone: ..... Mobile: ..... Email: .....
- Nationality: .....
- Profession and job position/ Business field: .....
- Indirectly-invested capital account No: .....At bank:.....
- Indirectly-invested capital account No: .....At bank:.....

**Representative Information**

- Name of Representative: .....
- ID/Passport No: .....Date of issue: ..... Place of issue:.....
- Address: .....
- Telephone: .....Mobile: ..... Email: .....
- Authorization letter No: .....dated ...../...../..... of.....

**PARTY B - KIS Viet Nam Securities Corporation (KIS):**

- Establishment and operation of License No: 56/UBCK-GPHĐKD – Issued on: 05/07/2007 – by: State Securities Commission of Viet Nam.
- Head office: 3<sup>rd</sup> & 11<sup>th</sup> floor, 180-192 Nguyen Cong Tru Str, Nguyen Thai Binh Ward, District 1, HCMC.
- Telephone: (+84 28) 39148585 Fax: (+84 28) 38216898
- By Mr/Ms:.....Title.....represented
- Passport No:..... Date of issue: ...../...../..... Place of issue: .....
- The authorization letter No: .....dated.....of General Director.

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

The Client confirms that the Client has read, understood, and agreed to perform and commits not to make any complaints or file a lawsuit regarding the terms and conditions of the Contract.

<p><b>THE CLIENT</b> <i>(Sign, full name and seal)</i></p>	<p><b>KIS VIET NAM SECURITIES CORPORATION</b> <i>(Sign &amp; Seal)</i></p>
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## TERMS AND CONDITIONS OF CONTRACT

### ARTICLE 1: DEFINITION OF TERMS

- 1.1 “KIS” refers to KIS Viet Nam Securities Corporation.
- 1.2 “Account” or “Trading Account” refers to 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” refers to securities transactions and/or deposit on the Trading Account of the Client opened at KIS, which are conducted in accordance with the online trading services provided by KIS and in accordance with the law, made through electronic means, including but not limited to telephone, SMS, fax, email, internet and other electronic means.

### ARTICLE 2: OBJECTIVES OF THE CONTRACT

By signing this Contract, the Client requests and KIS agrees to provide services as follows:

- 2.1 Open a securities trading account;
- 2.2 Conducting securities transactions, money transactions by the orders, requests, or the authorization of the Client;
- 2.3 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.
- 2.4 The registration, custody, clearing through Vietnam securities depository and clearing Corporation by the authorization of the Client.
- 2.5 Other securities services as agreed between KIS and the Client from time to time and in accordance with regulations of Vietnamese Law.

### ARTICLE 3: DEFAULT COMMITMENT

- 3.1 The Client acknowledges that price always fluctuates. Therefore, the Client commits 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 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 For the Client who use securities trading account linked to a deposit account opened at commercial banks, the Client agrees to authorize KIS to look for the information of 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.
- 3.4 During the performance of the contract, the Parties shall continue to sign other contracts for related services provided by KIS. Except for the rights and obligations stipulated in this contract, other rights and obligations of the Parties shall be governed by contracts respectively. However, if the Client fails to comply with and fulfill the obligations set forth in or arising from such contracts, the Client agrees to allow KIS full right to dispose of the securities and money in the Account to deduct/ perform the remaining obligations of the Client without any claim, demand and/or objection to KIS.
- 3.5 In the event that the Client cannot pay on time, KIS shall freeze the Account 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.
- 3.6 Client who is legal entity commits that, in all cases of division, separation, consolidation or merger, the Client shall ensure that newly established entity after the division, separation, consolidation or merger will inherit and continue to fulfill its obligations under this Contract to KIS.

### ARTICLE 4: TRADING METHODS

- 4.1 The Client place orders on the Account through the following ways:
  - a) Directly place orders at trading counter of KIS by submitting completed order forms provided by KIS or
  - b) Via phone or
  - c) Via online trading system of KIS or
  - d) Other methods provided by KIS from time to time in accordance with Vietnamese Law
- 4.2 In the event that the Client authorizes a third Party to place orders, the Client shall:
  - a) Have authorization letter form provided by KIS and in accordance with the Law. Such authorization shall comply with the Law
  - b) Accept trading results and obligations arising from orders placed by the authorized person, and
  - c) Be liable in case of disputes arising between the Client and the authorized person; the Client and the authorized person shall resolve such disputes themselves, and commit and ensure that KIS is not required to participate in the dispute resolution process in any circumstances for any reason. If KIS is required by the Court or by a competent authority, the Client and the authorized person shall be jointly liable for all costs for KIS’s participation.
- 4.3 Upon executing the buying orders, the Client assures that the cash balance in the Account corresponding to 100% of the value of the securities and any arising expenses related to such securities trading. Upon executing the selling orders, the Client must have enough sellable securities in tradable state on the Depository Account on the trading day.

### ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE CLIENT

#### 5.1 Rights of the Client

- 5.1.1 Legally possess and perform the rights of the owner of cash, securities and other rights related to securities deposited on the Account.
- 5.1.2 Place orders for securities transactions in appropriate methods specified in Article 4 of this Contract.
- 5.1.3 Receive interest on cash deposited on the Account at the rate decided by KIS from time to time.
- 5.1.4 Withdraw/ transfer a part or all of the securities, money assets from the 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).
- 5.1.5 Request KIS to provide information about the Client’s transactions and account.
- 5.1.6 Other rights as prescribed in this Contract and in accordance with the Law.

#### 5.2 Obligations of the Client

- 5.2.1 Provide fully, honestly, promptly information, documents related to the opening and using of the Account, and be liable to the accuracy of information, documents provided. In case of changes in information or inaccurate information, the Client must send a written notice to KIS within twenty-four (24) hours

- for KIS to timely update the adjustment. KIS shall not bear liabilities for any damages resulting from the changes in information or inaccurate information, if the Client does not notify or notify untimely to KIS.
- 5.2.2 Regularly check, compare transaction results on transaction date; if the Client has no objection within twenty-four (24) hours from the time KIS announces the transaction results, the Client is automatically deemed to accept such transaction results.
  - 5.2.3 When agreeing to open an account and use services at KIS, the Client understands and accepts that KIS's software system automatically calculates data related to money, securities, assets... on the Customer's account and the Customer commits to actively monitor and check information.
  - 5.2.4 Provide and submit all valid order slips to KIS as prescribed or at the request of KIS. Perform daily, weekly and/or monthly order confirmations as required by KIS.
  - 5.2.5 Within three (03) working days from the transaction date, if the Client or the authorized person of the Client does not directly sign on order forms, the Client shall authorize KIS to sign such order forms and take other necessary measures to complete transactions on behalf of the Client. The Client commits not to complain or file a lawsuit over notified or confirmed transaction results.
  - 5.2.6 Fully and promptly pay for all fees, taxes and other costs related to the opening and using of the Account. The Client agrees to have KIS deduct from the Client's Account the above payments.
  - 5.2.7 Keep confidential all information relating to the Login Password and the Account of the Client. KIS shall not bear liabilities for the disclosure of the Client's Login Password and the Account, unless it is caused by KIS.
  - 5.2.8 Disclose information as regulated by Law in case the Client is or will be required to disclose information.
  - 5.2.9 Comply with and strictly adhere to regulations, laws, and KIS's instructions regarding the use of the Account and purchase transactions.
  - 5.2.10 Other obligations as prescribed in this Contract and in accordance with the Law.

## **ARTICLE 6: RIGHTS AND OBLIGATIONS OF KIS**

### **6.1 Rights of KIS**

- 6.1.1 Receive fees from services provided to the Client for trading securities under the fee tariff, which is announced by KIS from time to time.
- 6.1.2 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 is entitled to suspend or terminate the validity of the Client's Trading Account without being considered as a breach of the Contract.
- 6.1.3 In case the Client fails to perform any obligation arising from any securities transaction that has been made in accordance with regulations, KIS is entitled to handle securities/assets in the Account or to request the designated Bank to make the deduction from the Client's Account. If the money and securities in the Account are insufficient to fulfill such obligations, KIS is entitled to request the Client to use other assets to fulfill the Client's obligations and to compensate KIS for damages incurred (if any).
- 6.1.4 Other rights as prescribed in this Contract and in accordance with the Law.

### **6.2 Obligations of KIS**

- 6.2.1 Strictly comply with this Contract, Annexes, agreements on amendments, supplements of the Contract and other attached documents (if any).
- 6.2.2 Separate management of funds and securities in the Client's Account from KIS funds and securities.
- 6.2.3 Keep records; keep information, documents related to transactions and account of the Client confidential, except for providing to competent authorities as required by Law.
- 6.2.4 Provide information, documents related to securities transactions of the Client as required by the Client.
- 6.2.5 Indemnify the Client for all damages from the violations of KIS and/or damages due to the fault of KIS.
- 6.2.6 Other obligations as prescribed in this Contract and in accordance with the Law.

## **ARTICLE 7: TERMINATION OF THE CONTRACT**

### **7.1 This Contract shall be terminated in the following cases:**

- 7.1.1 As required by the Client after the Client has fulfilled all obligations to KIS.
- 7.1.2 The Client violates any terms and conditions of this Contract and Annexes. In this case, KIS has the right to immediately terminate the Contract. However, KIS may decide to support the Client to take remedies within the time limit as notified by KIS. Such time limit may be extended as decided by KIS. KIS shall immediately terminate the Contract if the Client fails to do so within the time limit of such notice.
- 7.1.3 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; The Client is an organization which has serious difficulty in finance and/or has lost entity status and/or subjected to dissolution, bankruptcy, suspension of operation, or its license is revoked or violates regulations on securities, money laundering...
- 7.1.4 The Client does not have stock or money balance on the Account and has no transactions in twelve (12) consecutive months. In this case, KIS is entitled to unilaterally terminate this Contract.
- 7.1.5 KIS is subjected to dissolution, bankruptcy, suspension of operation, or its license is revoked.
- 7.1.6 Other cases as prescribed by Law or decision of competent authorities, which does not allow the Parties to keep performing this Contract.
- 7.1.7 When KIS sends a written notice of termination to the Client 15 days in advance.

### **7.2 Consequences of termination of the Contract**

- 7.2.1 In case the Contract is terminated for any reasons, the Parties shall liquidate the Contract within five (05) working days since the date of notice. The Contract shall only be considered to be liquidated after the Parties have fulfilled their obligations related to this Contract.
- 7.2.2 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 8: GOVERNING LAW AND DISPUTE RESOLUTION**

- 8.1 All contents in this Contract and its attached annexes are explained and governed by the laws of Socialist Republic of Vietnam.
- 8.2 Any disputes arising from and/or related to this Contract, 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 of the Socialist Republic of Vietnam for settlement.

## **ARTICLE 9: NOTICE**

- 9.1** The Client agrees that KIS will notify the Client of information about KIS's services, fee schedule, interest rates, KIS's policies, information about the Client's rights and obligations and other related information through one of the following forms: express delivery to the contact address; SMS, email, phone number that the Client has registered; notices on the System or posted on KIS's website, etc are considered valid.
- 9.2** The Client is considered to have received notice from KIS at the time: KIS has sent SMS and/or email to the Client; KIS saves the recording to the phone; KIS posts notices on the System or on KIS's website; Client signs for express mail.
- 9.3** Client is responsible for maintaining contact information registered with KIS such as: contact address, email address, phone number, ... always in the status: contact address can receive mail delivery, email can be received, phone number can be contacted at any time. Client must register changes to 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 moment KIS records that change, communication between the two parties will be made through the new contact address/email/phone number.
- 9.4** KIS is not responsible in any case where the Client does not maintain the registered contact information and/or does not provide it promptly when there is a change in contact information as agreed in this Article, leading to If the notice is lost and/or does not reach the recipient and/or the Client refuses to receive the notice from KIS, the fault lies entirely with the Client. The fact that the Client does not receive notice from KIS for the above reasons is not a basis for KIS to postpone taking necessary remedial measures or a basis for the Client to delay performing its obligations according to regulations at this Contract.

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

- 10.1** This Contract is effective from the date of signing and terminated as prescribed in Article 7 of this Contract.
- 10.2** KIS has the right to make amendments, supplements, adjustments of some terms in this Contract as long as such changes are published/ notified to the Client through one or some methods selected by KIS as follows: (i) a written notice; or (ii) a phone call with audio recording; or (iii) an email; or (iv) an SMS; or (v) a publication on KIS website [www.kisvn.vn](http://www.kisvn.vn) 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.
- 10.3** If any terms, Annexes are void or unenforceable under Vietnamese Law, the validity, legality and enforceability of the remaining terms and Annexes of this Contract will not be affected in any way and will be binding on the Parties. The Parties shall negotiate new terms to replace the void/unenforceable terms.
- 10.4** The Parties commit to comply with the terms of the Contract.

This Contract consists of nine (10) Articles and Annexes, made into two (02) copies with the same legal validity, each Party shall keep one (01) copy.

**ANNEX 01: THE CLIENT'S INFORMATION & REGISTRATION TO USE SECURITIES TRADING SERVICES**

\* This Annex is an integral part of the Account Opening Contract No. ....-GDTT/BOS-KIS

<b>I. REGISTER TRADING METHOD</b>				
<input type="checkbox"/> All <input type="checkbox"/> Phone transactions <input type="checkbox"/> Online trading <input type="checkbox"/> Over-the-counter transactions				
<b>II. REGISTER FOR SELLING MONEY ADVANCE SERVICE</b>				
<input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>III. THE CLIENT'S INFORMATION</b>				
Investment objective: .....		Risk Tolerance: .....		Income: .....
Investment knowledge: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Excellent				
Investment experience: <input type="checkbox"/> None <input type="checkbox"/> Stock <input type="checkbox"/> Bond <input type="checkbox"/> Treasury bill <input type="checkbox"/> Short selling <input type="checkbox"/> Others				
<b>Securities Trading Account at another securities company:</b>				
Securities Company's name: ..... Account No: .....				
<b>Information about public companies/public funds in which Client holds management positions and/or own 5% or more of voting shares/fund certificates and/or are subject to information disclosure when performing stock transactions:</b>				
<b>Name of public company/ public fund</b>		<b>Code</b>	<b>Title</b>	<b>Ownership ratio</b>
				<input type="checkbox"/> ≥ 5% <input type="checkbox"/> < 5%
				<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
				<input type="checkbox"/> ≥ 5% <input type="checkbox"/> < 5%
				<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
<u>Note:</u>				
(1) "Internal person" is specified in Clause 45, Article 4 of the Securities Law.				
(2) "Related person" is specified in Clause 46, Article 4 of the Securities Law.				
(3) "Major shareholder" is specified in Clause 18, Article 4 of the Securities Law.				
(4) Founding shareholders during the restricted period.				
<b>Information related to the United States (For FATCA compliance purposes):</b>				
<input type="checkbox"/> (a) The Client is a US citizen or a resident of the US (1) or a person filing a tax return in the US;				
<input type="checkbox"/> (b) The Client is not a US citizen or resident of the US, but has signs of the US identity (2);				
<input type="checkbox"/> (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, 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): 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 Contract. 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. 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.				
<u>Note:</u>				
(1) <b>Be a US citizen or resident of the US:</b> 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) <b>Signs of the US identity:</b> 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.				
<b>IV. THE CLIENT'S CONFIRMATION</b>				
By registration for Online Trading services, I hereby confirm and agree:				
1. The above information is correct, sufficient and accurate;				
2. To have read, understood, and accepted the legal validity and complied with the conditions and terms of (a) The Online Trading Services Contract; (b) The Risk Statement and Guidelines of Online Trading Services of KIS which are publicized on the website of KIS;				
3. Accept the Contract of Online Trading Services through Online trading registration. The signature of contract through this form conforms to the order of authenticity statement and confidentiality established and stipulated by KIS 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;				
4. 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;				
5. Any dispute arising out of the use of the Online Trading Services shall be adjusted by: (a) The Online Trading Services Contract, (b) The Risk Statement and Guidelines of Online Trading Services of KIS (If any) which are publicized on the website of KIS.				

