



SECURITIES TRANSACTION ACCOUNT OPENING AGREEMENT

(Also Application for Securities Transaction Account Opening)

Form for Institutional Customer

No.: ...../201.../FPTS

This Securities Transaction Account Opening Agreement (hereinafter referred to as “Agreement”) is made in Hanoi on day ..... month ..... year ... between:

1. INSTITUTIONAL CUSTOMER (Hereinafter referred to as “Customer”)

CUSTOMER (Capital letter): .....
Business registration number: .....
Date of issue:..... Issuing authority:.....
Contact address: .....
Telephone:..... Fax:..... Tax code:.....
Mobile phone: ..... Email: .....
Account number:..... At bank: .....
Legal representative:.....
Position: .....
ID/Passport number:..... Date of issue:..... Issuing authority: .....

Securities transaction account number: [table with 10 empty cells]

2. FPT SECURITIES JOINT STOCK COMPANY (Hereinafter referred to as “FPTS”)

Address: No. 52, Lac Long Quan Road, Buoï Ward, Tay Ho District, Hanoi
Telephone: 84.24.3773.7070 Fax: 84.24.3773.9058 Tax code: 0102324187
Legal representative: Mr. Nguyen Diep Tung Position: General Director
Authorized representative: Ms Cu Anh Thu Position: Customer Service Director
Power of attorney No: 167-2017/QD/FPTS-FHR Dated Dec 18, 2017

The two Parties agree to sign the Securities Transaction Account Opening Agreement with the “Terms and Conditions of Securities Transaction Account Opening Agreement” and “Customer Information and Services Registration Form” appended.

This Agreement shall take effect from the date of signing.

CUSTOMER
(Signature, full name, seal)

FPT SECURITIES JOINT STOCK COMPANY
(Signature, full name, seal)

# Terms and Conditions of Securities Transaction Account Opening Agreement

(Issued on the word of the Decision No. 78-2018/QĐ/FPTS-FHR dated October 1, 2018 of the General Director of FPT Securities Joint Stock Company)

## **Article 1: AGREEMENT CONTENT**

- 1.1 The Customer submits an official request and FPTS agrees to open a securities transaction/custody account, shortly referred to as “Transaction Account” under the name of Customer to manage money, securities and other related assets and to execute securities transactions for the Customer.
- 1.2 FPTS provides the Customer with services/utilities on the Transaction Account including but not limited to:
  - Manage money, securities of the Customer with Transaction Account;
  - Provide brokerage services for securities buy and sale;
  - Execute securities custody, payment and clearance as stipulated by laws;
  - Other services as agreed between the Customer and FPTS.

## **Article 2: GENERAL COMMITMENTS**

- 2.1 The Customer hereby certifies that, at the time of signing this Agreement, he/she has studied, understood and had explicit instructions on methods, procedures and modes of performing transactions at FPTS (Register in the “Customer Information and Services Registration Form” appended to this Agreement), understood all the risks that may occur in the process of using these services, voluntarily registered to use and will accept all losses and damage (if any) from using these services;
- 2.2 The Customer agrees that FPTS only notifies information with connection to the Transaction Account of the Customer by means of SMS message and/or email using telephone number and email address the Customer registers with FPTS. In the event of any change(s) to this information, the Customer must notify FPTS of such change(s);
- 2.3 The Customer must provide information as requested by FPTS and shall assume the responsibility for information provided for FPTS while fulfilling all obligations to FPTS when he/she executes securities transaction on his/her Transaction Account at FPTS;
- 2.4 By signing documents, materials, order slips and any other documents to request FPTS to perform transactions on his/her account at FPTS, the Customer implicitly admits having carefully considered before making any request to FPTS to execute transactions on his/her behalf. FPTS is solely responsible for the transactions as requested by the Customer without having to bear any responsibility for his/her securities transaction decisions;
- 2.5 When he/she authorizes other person(s) to execute transactions on his/her accounts at FPTS, the Customer implicitly admits having carefully considered and agrees to assume the final responsibility for any obligations that incur when the authorized person(s) performs in the scope of authorization;
- 2.6 The Customer is aware of risks that may occur in the event of executing securities transactions and shall accept all losses and damage that may arise (if any);
- 2.7 The Customer agrees by default that FPTS will take service fees and charges according to FPTS’s Service Tariff from his/her Transaction Account;
- 2.8 The Customer agrees by default that FPTS will take a deduction on the Transaction Account of the Customer for credit items that not belong to the Customer because of human error, system failure or any other reason.

## **Article 3: RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

### **3.1 RIGHTS:**

- 3.1.1 Have the legal ownership of entire money and securities in his/her Transaction Account; benefit from the interest rate declared by FPTS at the time of revising the account balance; and be entitled rights as a shareholder upon securities available on his/her Transaction Account;
- 3.1.2 Withdraw/transfer a part or the entirety of money and/or securities at his/her own will or in the event of termination of this Agreement provided that such money and/or securities has not been bound or limited to any obligation(s) by FPTS and/or third party(ies);
- 3.1.3 Request FPTS to provide account statements and data pertaining to the Transaction Account at FPTS.

### **3.2 OBLIGATIONS:**

- 3.2.1 Abide by all the regulations and guidance provided by FPTS and the law;
- 3.2.2 Pay taxes according to the law;
- 3.2.3 Protect the confidentiality of information relating to the Transaction Account, password, Token Card user authentication device and immediately notify FPTS if these details are compromised;
- 3.2.4 Timely notify FPTS in the event that details on the Transaction Account are erred and/or mistaken or the Transaction Account is misused or unusual occurrences are found.

## **Article 4: RIGHTS AND OBLIGATIONS OF FPTS**

### **4.1 RIGHTS:**

- 4.1.1 Collect fees and change the Service Tariff. Any change(s) to the Service Tariff shall be announced on FPTS’s physical transaction floors and website <http://www.fpts.com.vn> before its effectiveness;
- 4.1.2 In the event that the Customer fails to fulfil his/her obligations to FPTS, FPTS shall have the right to automatically sell securities on his/her Transaction Account and/or automatically take a deduction of money on his/her Transaction Account to make the payment for such obligations. In the event that the amount of money and securities on his/her Transaction Account is not enough to perform such obligations, FPTS shall have the right to request the Customer to use other assets to fulfil his/her obligations.

### **4.2 OBLIGATIONS:**

- 4.2.1 Provide services for the Customer as per the contents of this Agreement in accordance with the law;
- 4.2.2 Provide the Customer with information and data in connection with his/her Transaction Account and Transaction activities on his/her Transaction Account;
- 4.2.3 Provide monthly account statements for the Customer by the means and method agreed upon by the Customer and FPTS;
- 4.2.4 Protect the confidentiality of information and data of the Transaction Account and Transaction activities of the Transaction Account of the Customer. FPTS shall only disclose such information and data to the third party upon the consent of the Customer or upon the request of the law;
- 4.2.5 In the event that FPTS terminates its brokerage business, file bankruptcy or has Establishment and Operation Certificate revoked, FPTS is committed itself to guaranteeing the best rights and benefits of the Customer within the law.
- 4.2.6 Compensate for damage for the Customer in the event that FPTS breaches this Agreement. The compensation value shall be agreed upon by the Parties or stipulated by the law.

## **Article 5: MODIFICATION, SUPPLEMENTATION, TERMINATION**

FPTS shall reserve the right to modify, supplement or terminate any term(s) and condition(s) of the “Terms and Conditions of Securities Transaction Account Opening Agreement” at any time without having to have any consent of the Customer. The latest update announced by FPTS on the website <http://www.fpts.com.vn> shall prevail over older updates and become an inseparable part of the Securities Transaction Account Opening Agreement signed between the Customer and FPTS without having to have the consent of the Customer.

## **Article 6: APPLICABLE LAW AND DISPUTE SETTLEMENT**

- 6.1 All the contents and terms of this Agreement are governed by the Law of the Socialist Republic of Vietnam;
- 6.2 Any dispute(s), if any, arising from this Agreement shall be settled by negotiation. In the event that negotiation fails, such dispute(s) shall be settled at the law court of Vietnam according to the law and the verdict of the Court is final and obligatory to both Parties.

## **Article 7: VALIDITY OF THE AGREEMENT**

- 7.1 This Agreement shall take effect from the date of signing;
- 7.2 In the event that any term(s) of this Agreement is determined ineffective and infeasible, the rest of the terms are still effective and obligatory to both parties in accordance with the law;
- 7.3 This Agreement may be prematurely terminated upon the following conditions:
  - The Customer submits a request for termination of this Agreement;
  - The Customer violates the law and engages in conducts prohibited by the law;
  - The Customer is dead, loses civil capacity, or is prosecuted by the law;
  - The Customer is dissolved, bankrupt, split, amalgamated or merged. In the event that the Customer is split, amalgamated or merged, the entity split, the entity amalgamated or entity merged shall inherit and continue to fulfil obligations of the Customer to FPTS;
  - FPTS is dissolved, bankrupt, has operations suspended, or has operation licences revoked.
- 7.4 Parties concerned or person(s) entitled to inherit the rights and obligations of the Parties shall fulfil all rights and obligations arising from this Agreement to the other Party even if the Agreement has been terminated;
- 7.5 The obligations of the Customer to FPTS arising from this Agreement and other contracts signed by the two Parties shall be still effective and binding to the Customer’s responsibilities until such obligations are fulfilled entirely and definitely without any restrictions and/or obligatory bonds by the termination of this Agreement;
- 7.6 This Agreement shall be made in two (02) original English of equal legal validity and two (02) original Vietnamese copies of equal legal validity. In case of any discrepancy or contradiction between the Vietnamese and English versions, the Vietnamese versions shall prevail. The FPTS shall keep one copy and Investor shall keep one copy of each version with the same legality.

**CUSTOMER INFORMATION AND SERVICES REGISTRATION FORM**

(Appended to Securities Transaction Account Opening Agreement cum Application for Securities Transaction Account Opening)

**A. SECURITIES TRANSACTION SERVICES REGISTRATION**

<b>I. Securities Transaction Information</b>									
<p><b>1. Methods of Transaction</b> (Choose one or more options)</p> <p><input type="checkbox"/> At FPTS transaction floors</p> <p><input type="checkbox"/> Via Telephone (<i>Token Card is compulsory</i>)</p> <p><input type="checkbox"/> EzTrade - Online transactions: <span style="float:right;"><input type="checkbox"/> Use login name and password – Free of charge</span></p> <p style="text-align:right;"><input type="checkbox"/> Use Token Card</p> <p>Token card Serial No: .....</p> <p>Date of receipt: ..... Validity until:.....</p>									
<p><b>2. Online money transfer</b></p> <p><input type="checkbox"/> EzTransfer – Online money transfer order-placing service</p> <p style="padding-left: 20px;"><input type="checkbox"/> Transfer money to unlimited beneficiaries <i>(Applicable to only the Customers with Token Card user authentication device)</i></p> <p style="padding-left: 20px;"><input type="checkbox"/> Transfer money to the following beneficiary:</p> <p><b>Account holder:</b>.....</p> <p>Business Registration No.: ..... Date of issue: ..... Issuing authority:.....</p> <table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;">Account No. 1:.....</td> <td style="width:50%; border:none;">Account No. 2:.....</td> </tr> <tr> <td style="border:none;">At bank:.....</td> <td style="border:none;">At bank:.....</td> </tr> <tr> <td style="border:none;">Branch: .....</td> <td style="border:none;">Branch: .....</td> </tr> <tr> <td style="border:none;">Province/City: .....</td> <td style="border:none;">Province/City: .....</td> </tr> </table>		Account No. 1:.....	Account No. 2:.....	At bank:.....	At bank:.....	Branch: .....	Branch: .....	Province/City: .....	Province/City: .....
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At bank:.....	At bank:.....								
Branch: .....	Branch: .....								
Province/City: .....	Province/City: .....								
<p><b>3. Method of receiving daily transaction results</b></p> <p><input type="checkbox"/> At FPTS Information Desk, transaction floors</p> <p><input type="checkbox"/> Email (<i>Applied to transaction orders at FPTS transaction floors or via telephone</i>) .....</p>									
<p><b>4. Method of receiving monthly account statements</b></p> <p><input type="checkbox"/> At FPTS Information Desk, transaction floors</p> <p><input type="checkbox"/> Email:.....</p> <p><input type="checkbox"/> Registered mail (<i>Fee collected</i>): .....</p>									
<p><b>5. SMS messaging service registration</b></p> <p><input type="checkbox"/> SMS sent to mobile phone number: .....</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width:50%; text-align:center;">Telecom tariffs will be applied when FPTS charges for SMS</th> <th style="width:50%; text-align:center;">Free SMS</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Start-of-day balance notification</td> <td><input type="checkbox"/> Corporate actions notification</td> </tr> <tr> <td><input type="checkbox"/> Order-matching result notification</td> <td><input type="checkbox"/> Margin transaction service notification</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other notifications from FPTS</td> </tr> </tbody> </table>		Telecom tariffs will be applied when FPTS charges for SMS	Free SMS	<input type="checkbox"/> Start-of-day balance notification	<input type="checkbox"/> Corporate actions notification	<input type="checkbox"/> Order-matching result notification	<input type="checkbox"/> Margin transaction service notification		<input type="checkbox"/> Other notifications from FPTS
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**B. CUSTOMER INFORMATION**

<b>I. Customer's Property and Knowledge of Securities Transaction</b>			
<b>1. Investment objectives</b>	Income: _____ %	Long-term growth: _____ %	
	Medium-term growth: _____ %	Short-term growth: _____ %	
	<b>Total</b>		
<b>2. Risk exposure</b>	Low: _____ %	Medium: _____ %	High: _____ %
	<b>Total</b>		
<b>3. Investment knowledge</b>	<input type="checkbox"/> None	<input type="checkbox"/> Little	<input type="checkbox"/> Good <input type="checkbox"/> Very good
<b>4. Investment experience</b>	<input type="checkbox"/> None	<input type="checkbox"/> Treasury notes	<input type="checkbox"/> Shares
	<input type="checkbox"/> Bonds	<input type="checkbox"/> Short sale	<input type="checkbox"/> Other securities
<b>5. Name of the publicly traded company where the Customer holds 5% or more of total equity:</b> .....			
<b>6. Name of person with rights or financial benefits with this account</b>			
Full name: _____		Telephone: _____	
<b>7. Is this a trust account?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			
Full name of the trustee: _____		Telephone: _____	
<b>8. Accounts at other securities companies (if any)</b>			
No.	Name of securities companies	Account number as the account holder	Account number as the attorney
<b>II. Consultant Information</b>			
<b>1. Full name of consultant:</b> _____			
<b>2. Relationship between consultant and the Customer:</b>			
<input type="checkbox"/> Acquaintance <input type="checkbox"/> Kinship <input type="checkbox"/> Unknown <input type="checkbox"/> Recommendation <input type="checkbox"/> Other forms			
<b>3. Consultant's opinion:</b> .....			
<b>III. Specimen signatures – Account number .....</b>			
<b>Signature 1</b> <i>(Signature, full name, seal)</i>		<b>Signature 2</b> <i>(Signature, full name, seal)</i>	

<b>FOR FPTs ONLY</b>	
<b>ACCOUNT OFFICER</b> <i>(Signature and full name)</i>	<b>SUPERINTENDENT</b> <i>(Signature and full name)</i>