



SECURITIES INVESTMENT ADVISORY SERVICE AGREEMENT

(For Institutional Customer)

No.:/202.../FPTS

This Securities Investment Advisory Service Agreement ("Agreement") is made in Hanoi on day month year 202... between:

1. INSTITUTIONAL INVESTOR (Hereinafter referred to as "Customer")

CUSTOMER (All text in capital letter):.....
Business Registration No.:.....
Date of issue: Issuing authority:
Head office:.....
Telephone: Fax: Tax code:
Mobile phone: Email:.....
Bank account No.:..... At bank:.....
Legal representative:
Position:
ID/Passport No.:..... Date of issue:..... Issuing authority:.....

Securities transaction account number: [grid]

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

Address: No. 52, Lac Long Quan Road, Bui 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: Position:
Power of attorney No:..... Dated:

The two Parties agree to sign the Securities Investment Advisory Service Agreement with the "Terms and Conditions of Securities Investment Advisory Service Agreement" appended

This Agreement shall take effect from the date of signing.

CUSTOMER
(Signature, full name)

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

TERMS AND CONDITIONS OF SECURITIES INVESTMENT ADVISORY SERVICE AGREEMENT

*(Issued on the word of the Decision No. 22-2020/QĐ/FPTS-FHR dated April 3, 2020
of the General Director of FPT Securities Joint Stock Company)*

Article 1: DEFINITION

- 1.1. Securities investment advisory service of FPTS means that one or more FPTS's Advisors provide the Customer of FPTS with:
 - Definite support services: Investment Paradigm, Investment Strategy, Investment Style, Investment Discipline, and Securities Portfolio
 - Reports released by FPTS:
 - + Fundamental analysis report: Macroeconomic report, industry report, business valuation report, valuation update report, news update report and other reports;
 - + Technical analysis report: Market research report, index research report, stock technical analysis report and other reports;
 - + Analytical report: Investment strategy report, market data analysis report, business insight report, and other reports.
 - + Other reports: Finance Bulletin and Securities Bulletin.
 - Reports made by other entities and information from official sources collected by FPTS and believed to be useful for the Customer in securities investment.
 - Advice on purchase and sale of stocks, bonds and derivatives and measures to improve investment performance and ensure the safety of assets of the Customer: Increasing and decreasing the use of financial leverage, using risk management, automated orders of profit taking and stop loss, etc.
- 1.2. Investment Advisors include:
 - Securities Investment Advisors in the FIA Investment Advisory Division (hereinafter referred to as Investment Advisors) has all mandatory practice certificates certified by the State Securities Commission of Vietnam and completed internal training courses on securities investment analysis and consultancy organized by FPTS;
 - Securities Investment Analysts under the FPA Investment Analyst Department (hereinafter referred to as Analysts) has all mandatory practice certificates certified by the State Securities Commission of Vietnam and completed internal training courses on securities investment analysis and consultancy organized by FPTS;
 - Only Investment Advisors have the right to access FPTS's system to obtain account information of the Customer who has selected such Investment Advisors to provide investment advice. No Analyst has this right even when the Customer has chosen the Analyst to give advice on his/her investing activity;
 - Only Investment Advisors are allowed to provide advice on purchase and sale of securities for the Customer, based on their knowledge of the Customer and required to match the Customer's investment objectives and financial situation. The Analysts are not allowed to advise the Customer on specific securities purchase and sale.
- 1.3. FPTS's Securities Investment Advisory Service is a fee-based service where the Customer may appoint one or more FPTS Advisors to provide securities investment advice for him/her. The information about the Advisors and fees on investment advisory service are disclosed on the Investment Advisory Section on FPTS's website (www.fpts.com.vn) for the Customer to consider and select the Advisors deemed appropriate for him/her.
- 1.4. The fees on securities investment advisory service is the amount that the Customer must pay to FPTS for securities investment advisory service. FPTS only collects this service fee after the Customer signed the Agreement and registered the Advisors, the service time and the service fee payment plan.

Article 2: AGREEMENT CONTENT

- 2.1. The Customer submits an official request and FPTS agrees to provide the Securities Investment Advisory Service for the Customer. To register the Advisors, the service time, the service fee payment plan and specific advisory contents, the Customer shall access the Investment Advisory Section on FPTS's website or sign the Advisor Registration Form at FPTS transaction offices;
- 2.2. After the Customer completes the registration, the Advisors will conduct a detailed enquiry into the Customer's information and advisory needs and provide him/her with securities investment advice;

Article 3: GENERAL DECLARATIONS

- 3.1. FPTS is committed to organizing internal training courses to improve investment knowledge and expertise of the Advisors. FPTS is also committed to providing a full range of working facilities, technical infrastructure and databases for the work conducted by the Advisors;
- 3.2. FPTS is committed to building and applying the [Code of Conduct](#) and the Internal Process System in relation to securities investment advisory with which the Advisors shall strictly comply in securities investment advisory;
- 3.3. FPTS pledges to strictly treat all Advisors who violate the Code of Conduct and/or the Internal Process System in relation to securities investment advisory;
- 3.4. FPTS gives no guarantee for investment performance of the Customer;

- 3.5. The Customer hereby certifies that, at the time of signing this Agreement, he/she has thoroughly studied and clearly understood Securities Investment Advisory Service of FPT, comprehended procedures and processes of Advisor selection, the service time and service fee payment plan;
- 3.6. The Customer is fully aware that there are always qualitative and temporal factors in investment advisory and he/she is not guaranteed for any specific extent of investment performance. Therefore, he/she fully understands that neither FPT nor its Advisors gives guarantee for any degree of return that he/she will receive from the investing activity;
- 3.7. The Customer hereby certifies that the Customer himself/herself makes the investment decision, not the Advisors at the service. Therefore, he/she is committed to taking full responsibility for his/her investment result.

Article 4: RIGHTS AND OBLIGATIONS OF THE CUSTOMER

4.1. RIGHTS:

- 4.1.1. Have the right to select the Advisors, the service time and service fee payment plan.
- 4.1.2. Have the right to request the Advisors to provide consulting information at his/her discretion.

4.2. OBLIGATIONS:

- 4.2.1. Provide sufficient information for the Advisors and take responsibility for such information, including but not limited to request for investment advice, investment knowledge and experience and financial plan;
- 4.2.2. Pay the fees on investment advisory service in full according to the selected plan;
- 4.2.3. Promptly notify FPT in the event that the Advisors do not comply with the Code of Conduct or unusual occurrences are found.

Article 5: RIGHTS AND OBLIGATIONS OF FPT

5.1. RIGHTS:

- 5.1.1. Collect the investment advisory fee from the Customer's account according to the service registration time and service payment option that the Customer registered;
- 5.1.2. In the event that the Customer fails to fulfil his/her obligations to FPT, FPT 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.

5.2. OBLIGATIONS:

- 5.2.1. Protect the confidentiality of information received from the Customer unless otherwise agreed to be disclosed by the Customer or mandatorily disclosed by law;
- 5.2.2. Give advice appropriate for investment objectives and financial situation of the Customer, assume responsibility for the information given to the Customer;
- 5.2.3. In the event that the Customer proves that the Advisors intentionally cheat, deceive and/or provides false information that causes damage and loss to him/her, FPT is obliged to compensate any damage and loss incurred by the Customer. Compensation obligations in this case are agreed by the Parties but not greater than the amount of investment advisory fee paid by the Customer for the service time served by such Advisors.

Article 6: MODIFICATION, SUPPLEMENTATION, TERMINATION

FPT shall reserve the right to modify, supplement or terminate any term(s) and condition(s) of the "Terms and Conditions of Securities Investment Advisory Service Agreement" at any time without having to have any consent of the Customer. The latest update announced by FPT on the website <http://www.fpts.com.vn> shall prevail over older updates after 10 working days from the date of announcement and become an inseparable part of the Securities Investment Advisory Service Agreement signed between the Customer and FPT.

Article 7: APPLICABLE LAW AND DISPUTE SETTLEMENT

- 7.1. All the contents and terms and conditions of this Agreement are governed by the Law of the Socialist Republic of Vietnam;
- 7.2. Any dispute(s), if any, arising from this Agreement shall be settled by negotiation and conciliation. In the event that conciliation 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 8: VALIDITY OF THE AGREEMENT

- 8.1. This Agreement shall take effect from the date of signing;
- 8.2. 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;
- 8.3. This Agreement may be prematurely terminated upon the following conditions:
 - The Customer submits a request for termination of this Agreement;
 - The Customer breaches his/her obligations and engages in conducts prohibited by the law;
 - The Customer is dead, loses civil capacity, or is prosecuted by the law;
 - FPT is dissolved, bankrupt, has operations suspended, or has operation licenses revoked.

- 8.4. 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;
- 8.5. The obligations of the Customer to FPTIS 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;
- 8.6. This Agreement is made in two (02) original English copies 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 FPTIS shall keep one copy and Investor shall keep one copy of each version with the same legality.