



PETROVIETNAM SECURITIES INCORPORATED

Head office: 2nd floor, 18 Ly Thuong Kiet, HK, HN

Website: <http://www.psi.vn>

Email: dvkh@psi.vn

Hotline: 1900558838/02439872888

AGREEMENT OF ACCOUNT OPENING

(Cum Request form for opening transaction account)

BM.01.20.QLNV for foreign organizations

Agreement No.:...../CKDK

Account number

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This contract established on datemonth.....year 20..... between the following parties:

1. CUSTOMER

Organization's name:.....
 Business registration Certificate number:..... Date Issued:..... Issued Authority:.....
 Head office:.....
 Telephone: Mobile phone: Email:.....
 Representatives' Full name:..... Position:.....
 ID No:..... Date Issued:..... Issued Authority:.....Phone number:.....
 (Pursuant to the POA No Date:.....of Sir / Madam.....
 Foreign Indirect Investment Account:
 Name of Custodian Bank: Branch:
 (Hereinafter called as "**Customer**" or "**Account Holder**")

2. PETROVIETNAM SECURITIES INCORPORATED – BRANCH

Securities Business Certificate No.: **26/UBCK – GPHĐKD** Issued by State Securities Committee dated 19/12/2006
 Adjustment of Business Certificate No. 15/GPĐC – UBCKNN By SSC dated 08/06/2016
 Address: 2nd floor, Hanoi Tourist building, No. 18 Ly Thuong Kiet St., Phan Chu Trinh Ward, Hoan Kiem Dist., Hanoi
 Phone: 02439343888 Fax: 02439343999
 Representative:
 Position:
 (According to Power of Attorney No. dated of the Deputy Director in charge of PetroVietnam Securities Joint Stock Company to)
 (Hereinafter referred as "**PSI**")

The Parties hereby agree to enter into this Agreement of account opening with the following terms and conditions:

CUSTOMER'S CONFIRMATION

By signing this Agreement, Customer confirms that he/she have read, are explained, understood and agreed all the content specified in this Agreement, and confirms entirely the voluntary registration of below services.

Specimen signatures of the Customer		Customer (Sign, Seal, Full name)
Signature 1	Signature 2	

FOR JOINT STOCK COMPANY

Broker (Sign, Full name)	Transactor (Sign, Full name)	Manager of Securities services Department (Sign, Full name)	PSI's Representative (Sign, Seal, Full name)

APENDIX I: SERVICES REGISTRATION AND CUSTOMER'S INFORMATION
(Attached to Agreement for account opening No:...../CKDK)

1. Registration for transaction method

- 1.1 Transaction via the Internet:** Yes No
 2nd level authentication password: Pin code Digital signature Smart OTP SMS OTP
- 1.2 Transaction via telephone:** Yes No

Phone number registered transactions: (1)..... (2).....

- 1.3 SMS service:**
 Registered phone number:..... Yes No
- 1.4 Receiving orders matching results, transactions statement via Email** Yes No

➤ Registering email:

2. Registration for online bank accounts

No.	Account holder name	Account number	Name of bank	Co-holders		Signed
1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No

3. Buy the right to receive money from securities automatic selling (UTT) ":

Yes No

4. Information of Customer's Securities Investment Activities

- 4.1 Securities Trading Account:** Deposit trading account No. : At Company:
 opened in other Companies: Deposit trading account No: .. At Company:
- 4.2 Knowledge on investment securities:** No Limited Good
- 4.3 Experience in investing activities:** No Share Bonds
 Treasury bills Short sale Others
- 4.4 Investment purpose:** Short-term:.....% Mid-term:.....% Long-term:.....%
- 4.5 Acceptable level of risk** Low Medium High
- 4.6 A public company that customers holding managing positions:**

- 4.7 Public company which Customer owning >5% Charter Capital:**

5. Information of person with benefits associated

Full name:..... Nationality:

Date of birth:..... Gender: Male Female

ID number:..... Date issued: Issued Authority:

Address for contact:

Home phone:..... Mobile phone:..... Email:

Relationship with customer:

6. Information of consultant for opening securities trading account

Full name:..... Securities License No:

The relationship between consultant with customer:

Introduction Friend Blood Relationship Other

TERMS AND CONDITIONS OF CONTRACT

Article 1. TERMS INTERPRETATION

- 1.1 **"Account"** or **"Securities trading account"** means securities trading accounts opened by the Customer at PetroVietnam Securities Incorporated. Account is understood to include securities deposit account, trading account securities, deposit trading account (if any) and sub-account.
- 1.2 **"Sub-account"** or **"sub-account number"** means the identification number of the Customer to perform transactions at PSI. The Customer can be granted with several different sub-account numbers. The sub-accounts and deposit accounts of the Customer are interconnected and determined based on personal information of the Customer.
- 1.3 **"Transaction"** is a contract / agreement or unilateral behavior signed, performed by the Customer which causes arising, change or termination of rights and obligations of the Customer.
- 1.4 **"Stock Exchanges"** mean Hanoi Stock Exchange and/or Ho Chi Minh City Stock Exchange.
- 1.5 **"Electronic transactions"** are transactions related to securities and deposits on the Client's securities trading account opened at PSI that (i) are executed in accordance with the regulations and services issued by PSI or amended from time to time; and (ii) is done via PSI's electronic transaction system.
- 1.6 **"Electronic transaction system"** of PSI is a collection of electronic device applications, Website system, Telephone exchange switchboard and other systems used by PSI to allow the Customer to access the Securities trading account and performing operations / transactions on the system via the Internet or over the phone.
- 1.7 **"Telephone exchange switchboard"** is a telephone exchange system with the function of recording, managing, looking up calls and having backup of PSI.
- 1.8 **Electronic device applications, Website System, Telephone exchange or other system of the Electronic Transaction System** will be an application, software or system that PSI publishes on the website electronic system or in another way from time to time or recorded on the Contract to open a Securities Trading Account.
- 1.9 **"Telephone transaction password"** is the password to authenticate customers when making transactions over the phone. Transaction password via phone is sent to customers by the system to the registered phone number. PSI recommends that customers change their password immediately after receiving the password. The use of transaction password via telephone to perform transactions is considered as the customer signed and delivered original documents to PSI.
- 1.10 **"Username"** is used for customers to access electronic trading systems of PSI. The default username is the customer's account number.
- 1.11 **"Login password"** is the password used to authenticate the customer's identity when accessing the PSI electronic transaction system. Login password is generated by the system and sends a message to customers when they register for Internet transaction services. Customers are responsible for changing their password when they first log into the system.
- 1.12 **"Level 2 authentication password"** is the second factor used to authenticate the customer's identity when accessing the PSI electronic transaction system, after the first factor is "Login password". Customers can choose 2 level authentication methods: Pin code, Digital signature, OTP authentication code (Smart OTP and SMS OTP).
- 1.13 **"OTP"** is a one-time password and is only valid for a certain period of time according to PSI's regulations from time to time, generated through PSI Mobile application on smart phone / tablet (Smart OTP) or PSI sent as SMS (SMS OTP) to customer's registered phone number. Customer uses OTP to access PSI's online trading system to perform transactions related to purchase, sale, cancellation and modification of orders, money transferring and account information checking.
- 1.14 **"Digital signature"** is a form of electronic signature created by converting a data message using an asymmetric cipher system, under which the person gets the original data message and the public key. the signature of the signer can be accurately determined: (i) the above transformation is created using the correct secret key corresponding to the public key in the same key pair; (ii) The content integrity of the data message since the above transformation is made.
- 1.15 **"Electronic data record"** is data record of securities trading activities created, sent, received and stored by electronic means in online securities trading activities.
- 1.16 **"Purchasing the right to receive payment of pending securities sales" (UTTB) and "Automatical Purchasing the right to receive payment of pending securities sales" (UTTB automatically):**
 - 1.16.1 Purchasing the right to receive payment of pending securities sales: PSI's implementation of purchasing rights of the Customers to receive payment of pending securities sales in their account
 - 1.16.2 Automatic purchasing the right to receive payment of pending securities sales: As soon as the Customer's Buy order is placed into PSI's trading system, the system will automatically activate the purchase of the right to receive payment of pending securities sales automatically on the Customer's account with the maximum amount being the amount of pending securities sales, depending on the value of the Buy order or the matching order. In case the Buy order is not matched, the entire value of Purchase the right to receive receive payment of pending securities sales made earlier will be canceled.
 - 1.16.3 "UTTB amount" is the amount of PSI transferred to the account on the basis of advance request of the Customer.
 - 1.16.4 "UTTB fee" is a fee that Customer must pay PSI for using UTTB or automatical UTTB according to UTTB fee schedule set by PSI from time to time.
$$\text{UTTB fee} = \text{Cash advance} * \text{UTTB fee ratio} / 365 * \text{number of days in advance}$$
 - 1.16.5 If the result of order matching is canceled according to VSD's notice for any reason, the Customer must refund to PSI the full amount of the advance together with the fees and charges incurred up to the time of the refund, according to PSI regulation. In that case, PSI is entitled to sell assets on any sub-account of the Client's account to recover UTTB Amounts, the right to block / transfer funds between sub-accounts for the purpose of recovering UTTB Amounts and UTTB fees.
 - 1.16.6 PSI is automatically deducted money on the securities account to fulfill the Customer's obligations related to UTTB without the Client's order or approval.
 - 1.16.7 PSI is automatically deducted money on the securities account to fulfill the Customer's obligations related to UTTB without the Client's order or approval.

Article 2. CONTENTS AND PURPOSE OF THE CONTRACT

- 2.1 The Customer requests and PSI agrees to open a securities trading account in the name of such customer, with the account number as stated in page 1 of this Agreement.
- 2.2 PSI provides the Customer with the following services:
 - 2.2.1 Perform securities transactions under the orders of the Customer and/or the persons authorized by the Customer
 - 2.2.2 Manage cash, securities in the trading account as agreed with the Customer and in accordance with the function of PSI.
 - 2.2.3 Implement the deposit, payment clearance and registration of securities through Vietnam Securities Depository as authorized by the Customer.
 - 2.2.4 Implement other services/ transactions under the agreement between the parties from time to time and in accordance with the provisions of law.

Article 3. SERVICE FEES, TAXES

- 3.1 The Customer is obliged to pay the service fees according to fee schedule of PSI. PSI may decide to change the service fee schedule and the Customer have to approve the change. Such changes must be announced publicly on the website <https://www.psi.vn> and/or at the branches/transaction offices of PSI for at least three (03) days before the date of application.
- 3.2 Payment time and payment method for service fees shall be implemented according to the provisions of PSI. Details of the service fees are notified to the Customer on a monthly basis (in the form of Account statement) in a manner registered by the Customer in the Appendix attached.
- 3.3 The company is entitled to deduct taxes payable by the Customer as prescribed by the law.

Article 4. METHOD OF TRANSACTIONS

- 4.1 The Customer can directly place orders for securities transactions, cash transactions by filling in the order forms (provided by PSI) and submitted to the branches/transaction offices or using other methods of transactions under Appendix attached.
- 4.2 The Customer may place orders by themselves or authorize other persons to place orders. The authorization must comply with the provisions of the law.
- 4.3 The transactions which meet the following requirements will be considered as transactions of The Customer and shall be binding between PSI and The Customer:

- 4.3.1 For direct transactions at the branches/transaction offices: the signature on the transaction documents and ID number of the person performing the transactions are similar/identical to the signature and ID number registered by the Customer or their authorized persons.
 - 4.3.2 For transactions by telephone: the incoming call number coincides with the phone number that the Customer registered in the Appendix attached and the telephone transaction password provided by PSI's request during the phone call matches the customer's Telephone transaction password stored on the PSI system.
 - 4.3.3 For transactions via the Internet: The transaction is performed during the time of logging into PSI's electronic trading system with Username and Login Password and authenticated by Level 2 of the Customer's Authentication Password.
 - 4.3.4 For other trading method: subject to the applicable provisions of PSI.
 - 4.3.5 Transactions are conducted under the provisions of each type of products and services that PSI announces publicly on the website <https://www.psi.vn> and/or at the branches / transaction offices.
- 4.4 The Customer and PSI agree to perform securities transactions for odd lot under the following conditions: (i) The Customer requests transactions in the methods mentioned in point 4.3, Article 4 of this Contract; (ii) Transaction time is consistent with the provisions of PSI; (iii) Transfer price of odd lots of securities is determined at the time of transaction and pursuant to the provisions of PSI.

Article 5. RIGHTS AND OBLIGATIONS, COMMITMENTS OF THE CUSTOMER

- 5.1 **Have legal ownership of securities** deposited in their accounts and have all the rights related to such securities including: the rights to receive dividends and the right to purchase, the right to receive bonus shares, voting rights of shareholders, interest on bonds, bondholders' rights, etc. as prescribed by the law.
- 5.2 Receive **interest accrued** on the account balance of securities transactions accounts including sight deposit interest rate for the balance amount of securities accounts, dividends and interest on bonds; perform legal rights of securities holders as stipulated by the law.
- 5.3 Be entitled to **request** a transfer or withdraw a part or the entire amount and securities from the account in case the account has sufficient balance, and this balance is not bound to implement any payment obligations of payment, mortgage and other debt obligations (if any).
- 5.4 Payment of brokerage fees and other fees prescribed legally by PSI;
- 5.5 Implement cash and securities deposit on time to ensure PSI to perform transactions for The Customer. Comply with and strictly implement the guidelines, the provisions of PSI relating to the use of accounts, and purchase / sale of securities.
- 5.6 The Customer is responsible for complying with the transaction procedures and provisions of PSI on securities transactions. When securities trading orders of the Customer are matched, the purchased securities quantity and/or the amount received will be deposited into accounts under the provisions of PSI in accordance with current regulations of Stock Exchanges and the law, unless in case of Force majeure.
- 5.7 The Customer is responsible for checking the results of transactions using the methods supported by PSI. PSI may, but is not obliged notify results of order matching to the Customer in the registered method. Any questions, complaints about order matching methods should be sent to PSI no later than the following day. If no feedback is received by that time, The Customer is deemed to have accepted the results.
- 5.8 The Customer commit to open only 01 securities trading account in PSI except for some special cases as prescribed by law.
- 5.9 After placing the orders, The Customer commits to only modify or cancel the transaction orders when the order is not matched. Such modification or cancellation must comply with the current regulations of the Stock Exchange;
- 5.10 When performing the method of remote transactions, The Customer agrees that:
 - 5.10.1 Remote Transaction always has potential risks affecting the timely and accurate performance of trading orders of The Customer. The Customer agrees to waive PSI and Stock Exchanges from all liability and compensation responsibilities for damages (if any) arising from the risks of remote transactions.
 - 5.10.2 For some particular types of transactions, according to evaluation of PSI and in order to ensure the safety of The Customer, PSI may require additional registration before performing the transactions.
 - 5.10.3 When PSI consents the Customer' transactions by telephone and/or through online transactions and/or using other electronic method, the call recording (for transactions by telephone) and system logs (for transactions via the Internet, or other electronic way) shall be kept in PSI system as original documents reflecting the contents and legal validity of the transactions binding for the Customer.
- 5.11 Commit the faithfulness of the information listed above in this agreement and inform PSI if there are any related changes. In case of false information, this contract shall be null and void and handled in accordance with Article 8.
- 5.12 In case of authorizations for other transactions, The Customer shall be ultimately responsible for the obligations performed by authorized persons. Customer agrees and warrants that the written Power of Attorney duly signed (or with fingerprints) by the Customer will be binding for all obligations of the Customer for transactions performed by the authorized persons, even if the Power of Attorney has not been notarized/authenticated.
- 5.13 The Customer is responsible for notifying PSI about any discrepancies or any questions related to the information presented in the Notification of PSI within five (05) working days from receipt of the Notification. If PSI does not receive any information from the Customer in the above period, it shall be deemed that The Customer has accepted the Notification irrevocably;
- 5.14 The Customer is responsible for maintaining the possibility to receive notifications as registered with PSI and must update any relevant changes. PSI does not take any responsibility for the consequences arising from the fact that The Customer did not receive the Notifications and The Customer agrees to indemnify the Company for any damage arising from the breach of this obligation.
- 5.15 The Customer understands and commits that PSI is not responsible for: (i) any damages, expenses, losses and financial obligations or the impairment relating to the accounts, unless such losses incurred due to direct willful misconduct of PSI, and/or (ii) any indirect, consequential damages or penalties that The Customer suffers from. The Customer irrevocably and unconditionally waives any rights that allow The Customer to proceed a lawsuit against the Company contrary to the agreement committed by The Customer in this Contract;
- 5.16 The Customer is responsible for information security in the transactions, including but not limited to pass codes and other information related to securities trading account of The Customer. The Customer is solely responsible for the damages and risks arising from non-compliance of information security responsibilities.
- 5.17 In case the Customer has no confidential information under control, The Customer should immediately inform PSI and follow the instructions of PSI.
- 5.18 The Customer must report major shareholder obligations on total securities in the accounts and publish information under the provisions of the law.

Article 6. RIGHTS AND OBLIGATIONS, COMMITMENTS OF PSI

- 6.1 Receive fees for providing services to the Customer according to legal fee schedule of PSI and the provisions of State Securities Commission;
- 6.2 PSI can only use deposit balance and securities in the account of the Customer to perform the transactions or to fulfill the obligations of the Customer to PSI under the provisions of this Agreement or any other agreement between the Customer and PSI;
- 6.3 To request the Customer to provide relevant information as prescribed by the law;
- 6.4 Perform securities transactions at the request of the Customer in compliance with the provisions of law, in accordance with the contents of this Agreement and other agreements between the Customer and PSI;
- 6.5 Sign contracts with commercial banks at the selection of PSI to coordinate in management, and preservation of securities transaction deposit of the Customer under the legal provisions;
- 6.6 Manage securities balance of the Customer in the securities accounts of investors. All securities balance listed of the investors are deposited centrally in the Depository Center in the brokerage account of PSI;
- 6.7 Keep confidential information about The Customer and securities transactions of the Customer, unless requested by the law and at the request of the competent authority;
- 6.8 PSI sends information of transaction, PSI products and services, account statements, transaction results, etc, (hereinafter referred to as "Notification") to The Customer periodically according the provisions of PSI in one of the following methods in the selection of PSI: (i) mail, SMS, phone call, fax, e-mail to the correspondent address of the Customer registered with PSI or (ii) post on the website: www.psi.vn, or (iii) other methods according to the provisions of the law. The Customer is deemed to receive the Notification when the Company has sent the Notification in the prescribed method. PSI is not responsible for the Customer's not receiving the Notification due to the fault of The Customer and/or third parties.
- 6.9 Compensate for damages to the Customer under the provisions of the law if such losses arise due to the fault of PSI;

Article 7. FORCE MAJEURE

- 7.1 "Force Majeure Event" means any events beyond the control of either party, which hinder or delay the performance of any obligation under the contract. These events include, but not limited to war, rebellion, insurrection, acts of sabotage, strikes, strikes or different labor instability situation, epidemics, fires, explosions or other unavoidable accidents, floods, hurricanes, earthquakes or other unexpected natural disasters, software and hardware system processing technical errors according to the Announcement of Risks attached hereto.
- 7.2 The Parties shall not be liable for failure to perform or delay in performing any obligations under the contract due to a force majeure event;

- 7.3 Unless the nature of the above-mentioned events prevents the implementation of this obligation, the party suffering from a force majeure event must notify the other Party and give detailed information to the other party within 2 days later about the event and the document certified by the competent authorities evidencing force majeure event, and to the possible extent try their utmost to remove or overcome the causes in the most reasonable quickest way.

Article 8. APPLICABLE LAW AND DISPUTE SETTLEMENT

- 8.1 This Contract and its Appendix and other documents attached hereby (if any) will be interpreted and governed by the laws of Vietnam. The contents not specified in this Contract shall be understood and applied in accordance with applicable law.
- 8.2 Any dispute arising from and/or relating to this Contract shall be resolved by negotiation / mediation between the parties. In case of failure in negotiation/mediation, the parties may ask for the settlement by the competent court of Vietnam.

Article 9. VALIDITY OF CONTRACT

- 9.1 This contract is valid for 01 year from the date of signing and will be automatically renewed at expiration if both Parties have no further agreements. Any previous agreement (if any) between PSI and the Customer contrast with the provisions in this Contract shall be invalid. This Contract and any provisions shall be modified only in written documents and signed by the Parties. Such modifications or adjustments shall be made into new Appendix and constitute inseparable parts of the contract;
- 9.2 If one or more articles of this contract is invalid, illegal or no effect under current law, the validity, legality of the remaining provisions of the Contract will not be affected or invalidated in any manner
- 9.3 The contract may be terminated before terms in the following cases:
- 9.3.1 The Customer request to terminate the contract;
 - 9.3.2 The Customer violates his obligations, or commits any acts prohibited under the provisions of the law on securities and stock market.
 - 9.3.3 The Customer dies or has no civil act capacity, or is prosecuted under the law.
 - 9.3.4 PSI is dissolved or goes bankrupt; contract suspended, or revoked Business licenses.
- 9.4 This Contract consists of 08 articles, 03 pages, including General Terms of Contract and the attached Appendix, including but not limited to: Request for information change, Authorization contract and Transactions order, electronic data vouchers, etc. and any written documents signed between the Customer and the Company;
- 9.5 This Contract is made into 02 originals with the same legal value. PSI keeps 01 copy and the Customer keeps 01 copy.