

**PETROVIETNAM SECURITIES INCORPORATED**

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

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Hotline: 1900558838/02439872888

**AGREEMENT OF ACCOUNT OPENING**

(Cum Request form for opening transaction account)

BM.01.23.QLNV for foreign investor

Agreement No:...../CKDK

Account number 

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

**1. CUSTOMER**

Full name: ..... Nationality: .....

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

ID No.: ..... Date Issued: ..... Issued Authority: .....

Address to contact: .....

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

Occupation: ..... Office address: ..... Phone number: .....

Foreign Indirect Investment Account: .....

Name of Custodian Bank: ..... Branch: .....

(Hereinafter referred 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. 62/GPĐC – UBCKNN By SSC dated 24/09/2020

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: .....

(Authorized according to decision No. .... dated ... of ... 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 <i>(Sign, Full name)</i>
Signature 1	Signature 2	

**FOR SECURITIES INCORPORATED**

Brokerage staff <i>(Sign, Full name)</i>	Transaction staff <i>(Sign, Full name)</i>	Manager of Securities services Department <i>(Sign, Full name)</i>	PSI's Representative <i>(Sign, Seal, Full name)</i>

**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:  Digital signature  Smart OTP  SMS OTP

**1.2 Transaction via telephone:**  Yes  No  
 Phone number registered transactions: (1) ..... (2) .....

**1.3 SMS service:**  SMS Fee  SMS Free

- Announcement of order matching results
- Change balance
- SMS Free
- Browse command failed
- Send OTP password
- Reset all passwords
- Lookup via SMS
- Margin Alert
- ShortSale Alerts
- Mortgage alert
- Happy birthday greeting
- Customer care services
- Notifications of subscription to buy more
- Notifications of changing account information
- Notifications of changing margin contract information
- Notifications of successful Contact center registration
- Notifications of successful Online trading registration

Registering phone number:.....

**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 (UTTB) ":**

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

**7. Refferer information**

Full name: ..... ID: .....  
Trading Account number in PSI: .....

## 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, securities trading account, margin trading account and sub-accounts (if any).
- 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 identified 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 Vietnam Stock Exchange.
- 1.5 **"Securities Depository and Clearing Corporation"** mean Viet Nam Securities Depository and Clearing Corporation (VSDC)
- 1.6 **"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.
- 1.7 **"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.
- 1.8 **"Telephone exchange switchboard"** is a telephone exchange system with the function of recording, managing, looking up calls and having backup of PSI.
- 1.9 **Electronic device applications, Website System, Telephone exchange switchboard or other system of the Electronic Transaction System** will be an application, software or system that PSI publishes on PSI homepage or in another way from time to time or recorded on the Contract of Securities Trading Account Opening.
- 1.10 **"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.
- 1.11 **"Username"** is used for customers to access electronic trading systems of PSI. The default username is the customer's account number.
- 1.12 **"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 sent as a phone message to customers when they register for Internet transaction services. Customers are responsible for changing their password in the first login to the system.
- 1.13 **"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: Digital signature, OTP authentication code (Smart OTP and SMS OTP).
- 1.14 **"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 sent by PSI as SMS (SMS OTP) to customer's registered phone number and simultaneously as an email to the registered email address of the customer. 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.
- 1.15 **"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 of the signer be accurately determine: (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.
- 1.16 **"Electronic data record"** is data record of securities trading activities created, sent, received and stored by electronic means in online securities trading activities.
- 1.17 **"Purchasing the right to receive payment of pending securities sales" (UTTB) and "Automatic Purchasing the right to receive payment of pending securities sales" (Automatic UTTB):**
  - 1.17.1 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
  - 1.17.2 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 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.
  - 1.17.3 "UTTB amount" is the amount transferred to the Securities trading account by PSI on the basis of advance request of the Customer.
  - 1.17.4 "UTTB fee" is a fee that Customer must pay PSI for using UTTB or automatic UTTB according to UTTB fee schedule set by PSI from time to time.  
$$\text{UTTB fee} = \text{UTTB amount} * \text{UTTB fee rate}/365 * \text{period of UTTB in days}$$
  - 1.17.5 If the result of order matching is canceled according to VSDC's notice for any reason, the Customer is obliged to refund to PSI the full UTTB amount 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 access to the Securities trading account of the Customer, sell assets on any sub-account of the Customer's account to recover UTTB Amounts, block / transfer funds between sub-accounts for the purpose of recovering UTTB Amounts and UTTB fees.
  - 1.17.6 PSI is entitled to unilaterally stop providing services to Customers if PSI considers that the provision of services may cause risks and losses to PSI or the provision of services is not in accordance with PSI's policies and operating conditions.
  - 1.17.7 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 is entitled 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 method registered by the Customer in the attached Appendix.
- 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 deposit interest rate for the balance amount of securities accounts, dividends and bond coupon; 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 to 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 and laws;
- 5.10 When performing the method of electronic transactions, The Customer agrees that:
- 5.10.1 Electronic 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 electronic 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 The customer is obliged to provide sufficient and accurate information when opening securities trading account in PSI under this contract or any other documents/agreements signed with PSI. In case there is a change in information or detecting incorrect information, the Customer is responsible for notifying PSI by appropriate methods under this Contract within 01 (one) business day about such relevant changes for PSI to adjust information. PSI will not be bound by any responsibility for damages, risks, losses incurred to the Customer due to the change of information or false information that the Customer does not update PSI, at the same time PSI has the right to unilaterally terminate this Agreement without having to compensate the Customer.
- 5.12 In case of authorizations for 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, the Customer is responsible for notifying PSI about any discrepancies or any questions related to the information presented in the Notification of PSI within two (02) 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;
- 5.13 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.
- 5.14 The Customer understands the provisions of law related to securities investment activities and aware of the risks that may occur when participating in securities investment. The Customer commits to take full responsibility and 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;
- 5.15 The Customer is responsible for information security in the transactions, including but not limited to passwords 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.
- 5.16 In case the Customer discovers that the above-mentioned confidential information has been stolen or is suspected of revealing the password, the Customer is responsible for performing the necessary work with the highest possible effort to limit possible damage and loss, and immediately notify PSI and follow PSI's instructions. PSI is not responsible for any loss caused by Customer's delay or failure to notify PSI of a password being stolen or suspected to have been exposed.
- 5.17 The Customer must report major shareholder obligations on total securities in the accounts and publish information under the provisions of the law.
- 5.18 Customer understands, agrees and accepts all of PSI's "Terms and Conditions on Personal Data Protection" (published by PSI on the electronic information page <https://www.psi.vn>). "Terms and Conditions on Personal Data Protection" is an integral part of the Securities trading account opening contract, contract and agreement of each product, service and documents that established and signed by customer with PSI.
- 5.19 Customer is responsible for regularly checking, updating information and notifications to promptly update any changes that we may make in accordance with the law.

## **Article 6. RIGHTS, OBLIGATIONS AND 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 Securities 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 to 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 In case the Customer fails to fully and timely perform the obligations arising from the securities transaction that has been performed, with the express consent of the Customer, PSI is entitled to automatically deduct the available fund, receive payment of pending securities sales and sell one part/all of the securities on the Client's securities trading account to pay off the Client's unfulfilled obligations towards PSI. If the amount and securities on the Customer's Securities Trading Account are not enough to fulfill the above obligations, PSI has the right to require the Customer to use other assets to fulfill the obligations and compensate for the damage arising under this Agreement and applicable laws until such obligations are fully performed.
- 6.10 PSI commits to compensate Customer for damage in accordance with the law if such damage is caused by PSI's direct intentional fault. In the event that the Customer violates any of the obligations set forth in this Agreement and/or the provisions of the law, PSI has the right to suspend or terminate the provision of services to the Customer without being deemed to be breach of the Contract and shall not indemnify the Client.

**Article 7. FORCE MAJEURE EVENT**

- 7.1 "Force Majeure Event" is an event that occurs objectively, which cannot be foreseen and cannot be remedied even though all necessary and permissible measures have been taken. Such events include but are not limited to: war, rebellion, insurrection, acts of sabotage, strike or other labor unrest, epidemic, fire, explosion or accidents other unavoidable events, floods, storms, earthquakes or other unusual natural disasters, technical errors in handling software and hardware systems according to the Risk Disclosure attached to this Contract.
- 7.2 The Parties shall not be liable for failure to perform or delay in performing any of their obligations under the Contract as a result of Force Majeure Events;
- 7.3 Unless the nature of the foregoing events prevents the performance of these obligations, the Party experiencing the Force Majeure Event shall immediately notify the other Party and, within 2 days thereafter, provide the other Party with any details of the event, and to the extent practicable, all efforts shall be made to remove or remedy these causes by all expeditious and reasonable means.

**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 securities 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 09 articles, 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 on equal validity. PSI keeps 01 copy, and the Customer keeps 01 copy.