

Agreement No:/HĐMTK-NHSV

Account No

APPLICATION FOR CUM SERVICE AGREEMENT OF OPENING SECURITIES TRADING ACCOUNT

(For Individual Client)

This Service Agreement ("Agreement") is signed on /..... /..... by and between:

1. CLIENT ("Hereinafter referred to as Client")				
Full name			Nationality	
Date of birth		Gender	☐ Male	☐ Female
ID card/ Passport No		Date of issue		Place of issue
Permanent address				
Residential address				
Trading code		Tax code		
Phone number (cum mobile number used for online transaction/receive information)		Email		
Information about Securities trading account type	☐ Type A	Trading account and securities depository at NHSV. Payment at NHSV		
	☐ Type B	Trading account and securities depository at NHSV. Payment through the Bank appointed by the client.		
	☐ Type C	Trading account at NHSV. Securities depository and payment via depository banks		
2. NH SECURITIES VIETNAM CO.,LTD ("Hereinafter referred to as NHSV")				
Head office	9th Floor East Tower, Lotte Center Hanoi 54 Lieu Giai Street Cong Vi Ward, Ba Dinh District, Hanoi, Vietnam			
Tel	+84-24-39413369/ 1900 1055	Fax	+84-24-39410248	
Business license no	124/UBCK-GPHĐKD Issued by the State Securities Commission on 13/04/2018 and Adjustment Permits			
Bank Account No	1221.0000.452.885 at Bank for Investment and Development Viet Nam – Ha Thanh Branch			
Representative		Position		
Power of Attorney No		Date		

The two parties herein have agreed to sign with the terms and conditions set forth below. Agreement is made in 02 (two) copies with equal validity, each party keeps 01 (one) copy, and shall come into effect from the signing date.

CLIENT (Sign, seal and write full name)		NHSV'S REPRESENTATIVE (Sign, seal and write full name)		
Client's Signature		NHSV's Confirmation		
Signature 1	Signature 2	Identifier	Account opening staff	Controller

Appendix I

CLIENT'S INFORMATION AND REGISTRATION FOR ONLINE TRADING SERVICE

(Attachment with Application for cum service Agreement of opening securities trading account)

I. SECURITIES TRANSACTION INFORMATION

Type of securities transaction	☐ Listed stock ☐ OTC	
Method of online trading	Trading via internet	☐ Yes ☐ No
	Login user name:	
	Password:.....(Client should change this default password for the first time login) ..	
	Authentication method registration ☐ Use OTP Card (1) ☐ Use Token key (2)	
	(1) OTP card series:	
(2) Token key series:		
Automatic advance payment	☐ Yes ☐ No	
Method of receiving notice and other information	☐ Basic SMS (Order cancellation, change information, margin lending, redemption information, notice preemptive right...)	
	☐ Advanced SMS (Including Basic SMS, order matching information, money deposit/withdrawal information...)	
	Fee rates of SMS packages according to NHSV regulations in each period ☐ Via email ☐ Via NHSV's trading software	
Method of tax deduction	☐ By-self ☐ Deducting automatically by NHSV	Client's Signature _____ For the declaration of income tax due to foreign securities transfer, the Client is obliged to declare it to the relevant tax authorities or authorities in own country. (In case the Client is a foreign individual, does not have Vietnamese nationality)

II. REGISTRATION OF TRANSACTION PAYMENT METHOD

☐ NHSV opens a dedicated account at commercial banks to manage clients' deposit (*)

(*) Bank account information registration

Account's holder	Account Number	Bank's name

☐ Client opens accounts at commercial banks selected by NH Securities Vietnam to manage money trading transactions	Payment bank's information ☐ BIDV- Ha Thanh Branch ☐ Shinhan- HaNoi Branch ☐ Bank's name - Account number:
☐ Client deposit securities and payment for transaction through depository bank	Depository Bank: Account number: Securities trading code:

III. INFORMATION OF RELATED BENEFICIAL HOLDERS (if any)

Full name		Date of birth		Nationality	
ID No/Passport No		Issued date		Issued place	
Permanent address					
Residential address					
Job		Position		Mobile phone	
Visa number		Issued date			
Oversea registered residential address					

IV. INFORMATION OF ATTORNEY IN FACT (if any)

Full name		Gender	☐ Male ☐ Female	DOB		Nationality	
ID No/Passport No		Issued date		Issued place			
Address							
Relationship with Client				Mobile phone			

V. SOURCE OF RECOMMENDATION**1. NHSV Employee (Including Broker, Agent ...)**

Full Name			
Relationship with Client	☐ Account manager	☐ Relatives	☐ New acquaintance
	☐ Unknown	☐ Others	

2. Relatives recommend

Full name			
Relationship with Client	☐ Relatives	☐ Unknown	☐ Others

3. Advertisement

☐ Newspaper	☐ Advertisement on TV	☐ Online newspaper (http://.....)
☐ Website (http://.....) ☐ Other (Bus, elevator advertisement...)		

4. Other**VI. REGISTRATION OF ACCOUNT CAREGIVER AT NHSV**

- ☐ Agree
- ☐ Client directly assign (Account caregiver's name:)
- ☐ NHSV assign (Account caregiver's name:)
- ☐ Disagree

VII. CLIENT'S SECURITIES INVESTMENT KNOWLEDGE

Investment objectives	☐ Long-term growth	☐ Medium-term growth	☐ Short-term growth	
Risk exposure	☐ Low	☐ Medium	☐ High	
Investment Knowledge	☐ None	☐ Little	☐ Good	☐ Very good
Investment Experience	☐ None ☐ Treasury notes	☐ Shares ☐ Others	☐ Bonds	
Account at other securities companies	Name of Securities companies		Account number	
Name of the publicly traded company where the Client holds managerial title	Company name	Stock code	Title	
Name of the publicly traded company where the Client holds 5% or more of chartered equity	Company name	Stock code	Title	

VIII. U.S. RELATED INFORMATION (For the purpose of compliance with FATCA)

- ☐ (a) Client is **U.S. citizen or resident (1)** or object to tax return in the U.S. (Please fill in form W9)
- ☐ (b) Client is not U.S. citizen or resident but has **signs of recognizing U.S. (2)**. (Please fill in form W8)
- ☐ (c) Client is not U.S. citizen or resident and has no signs of recognizing U.S.

By selecting the relevant contents above and signing this Agreement, client certifies that the information provided to NHSV under this form is accurate and complete. Client commits to notify NHSV immediately in case any information provided above changes.

In case the Client chooses (a) or (b): Client undertakes to supply the FATCA set of documents including the W9 or W8 form and/or the documents required by the Company in within 90 days of signing this Agreement. In case the Client does not provide a FATCA set of documents within 90 days to the NHSV, this Client's account is classified as an "Opposition Account".

Client hereby grant full permission to NHSV to access all information relating to my Account. Also, for the purpose of complying with FATCA's Client Review requirements, Client hereby agrees to allow the NHSV to report Client account information to the US Internal Revenue Service (IRS) or a competent tax authority, to do tax deductions as required for financial institutions complying with FATCA.

Remark:

- (1) **U.S citizen or resident:** A US resident includes either a green card holder or person who was physically present in the US for at least 31 days during the current year and 183 days during the three-year period that includes the current year and two years immediately before.
- (2) **Signs of recognizing U.S.:** Client has one of below signs: was borned in the US, current U.S. mailing or residence address, current U.S. phone number, has standing instructions to transfer funds to an account maintained in the U.S or directions regularly received from a U.S. address, has an effective power of attorney or signatory authority granted over your financial account to a person with a U.S. address, has an "in care of" address or a "hold mail" address in the U.S.

IX. CLIENT COMMITMENT

I commit to fully comply with NHSV's guidelines/regulations regarding the use of a securities trading account or to conduct securities transactions and remote online transactions and take full responsibility for all damage occurred.

I undertake to take full responsibility for the damages and risks arising from my failure to comply with the responsibility to keep information confidential and accept the transaction results made by NHSV in accordance with my trading orders or those of the person I authorize in accordance with the method of placing registered securities trading orders in this Appendix.

I undertake to pay the full fees incurred when making transactions on the securities trading account and the service usage fees as prescribed by NHSV.

The Client commits the above information to be the most up-to-date, accurate, complete and honest information and is responsible for the content provided to NHSV. In case of any changes in one of the above information, Client is obliged to promptly notify the NHSV in writing.

Client acknowledges that it has read, understood, agreed and is bound by the Terms and Conditions of the Securities Trading Account Agreement, the Agreement on Online Trading Services, and the Appendices attached to this Agreement.

1. TERMS AND CONDITIONS OF SECURITIES TRANSACTION ACCOUNT OPENING AGREEMENT

Article 1: Explain the term

- 1.1. "NHSV" is NH Vietnam Securities Company Limited.
- 1.2. "Client" is an individual who has signed an Agreement to open a securities trading account at NHSV, has been granted a regulated account number by NHSV and registered to use the online securities trading service of NHSV.
- 1.3. "Online trading" means securities transactions, money transactions, and other related transactions on the Client's Securities Trading Account that:
 - Conducted under the laws and guidelines for each service issued or amended by NHSV from time to time, and
 - Conducted through electronic means, including but not limited to the internet, telephone, or other electronic means that NHSV deploys to use.
- 1.4. "Online Trading Service" is a service that NHSV provides to the Client by electronic means, including but not limited to: querying money/securities account balances, securities/money transaction history, placing orders/modifying orders/cancelling orders, advance payment for securities sales, transfer money/securities between normal account and margin account, money transfer, withdrawal, exercise of rights related to securities, sale of odd-lot securities, tools to support investment analysis, tools to support monitoring and account management, order confirmation utilities.... and other convenient services by electronic means that NHSV provides from time to time. From time to time, NHSV has the right to change, add or withdraw the Online Trading Services that NHSV deploys after notifying the Client.
- 1.5. "User name" this is a sequence of characters provided by NHSV and used by clients to use the online trading service
- 1.6. "Login Password" The code shall be provided by NHSV and the client at discretion may change it whenoften they want.
- 1.7. "Trading password" is an OTP (one-time-password) for online transactions which is only valid for one login and will automatically become invalid within a specified time.
- 1.8. "Token" is a security device provided by NHSV to Client to create transaction password when The Client wants to use Online Trading Service or perform Online Transaction.

Article 2: The purpose of the Agreement

- 2.1 Client requests NHSV, and NHSV agree to open and maintain a securities trading account ("Securities Trading Account", or abbreviated as "Securities Trading Account"), and provide Client with services the following:
 - Performing securities transactions according to Client's orders and providing trading results in the agreed manner;
 - Managing securities, money and other assets of Clients at the Stock Exchange;
 - Performing custody, clearing and securities registration through Securities Depository Center under Client's authorization;
 - Online/ telephone transaction services; and;
 - Perform other services/transactions as agreed between the two Parties from time to time and in accordance with the provisions of law. (The services provided by NHSV to Client under this Agreement are hereinafter referred to as "Services").
- 2.2 When using the services at Clause 2.1, the Client agrees to pay NHSV a fee according to NHSV's Fee Schedule and the Schedule of fees may be changed by NHSV from time to time.

Article 3: Client authorization

Client agrees to authorize NHSV to perform the following activities:

- 3.1 For Class A securities trading accounts:
Access to Client's securities trading account to manage Client's money, securities, and other assets in the Securities Trading Account, execute the Client's legal rights related to money, securities, and other assets in the securities trading account according to instructions. of customer.
 - Automatically deduct money from the Client's Account to pay for securities transactions that have been matched, along with transaction fees and other arising fees as prescribed by NHSV and related taxes (if any) as soon as Client's payment obligations arise according to NHSV's regulations and/or competent state agencies.
 - Automatically block out the number of securities Clients place a sell order and automatically extract the Client's securities to pay for the sold orders.
 - Collect money from selling securities and transfer this amount to the Client's securities trading account.
- 3.2 For Class B securities trading accounts:
 - Proposing the Payment Bank to provide information and confirmation of solvency of the Client for the purchase of securities when the Client places an order to buy securities and requires the Bank to pay off the account balance. Client's payment corresponds to 100% of the value of securities Clients place buy orders, taxes and related fees.
 - Request payment bank to deduct money from the Client's payment account to pay for securities trading orders, along with transaction fees and other arising fees as prescribed by NHSV and taxes (if any) related immediately after the Client's payment obligation arises according to NHSV's regulations and/or competent state agencies.
 - Automatically block out the number of securities Clients place a sell order and automatically extract the Client's securities to pay for the sold orders.
- 3.3 For Class C securities trading accounts:
 - Proposing the Depository Bank to provide information and confirmation of the solvency of the Client for the purchase of securities when the Client places an order to buy securities and requests the Depository Bank to block the balance in the account. Client's payment corresponds to 100% of the value of securities Clients place buy orders, taxes and related fees.
 - Requesting the Depository Bank to deduct money from the Client's payment account to pay for the securities transaction that has been matched, along with transaction fees and other arising fees according to NHSV's regulations and taxes. (if any) related immediately after the Client's payment obligation arises in accordance with NHSV's regulations and/or authorized state agencies.
 - Requesting the Custodian Bank to immediately block the securities when the Client places a sell order and subtracts the Client's securities to pay for matched orders.

Article 4: The default commitment

- 4.1 Client confirms at the time of signing this Agreement, Client has learned and is fully guided on services and trading methods, placing orders and all other required information about securities and stock market, as well as the ability to bring Clients' profits and risks when investing in securities. Clients also understand that the information, analysis and advice of NHSV are only for reference and that Clients are fully responsible for their investment decisions
- 4.2 Client acknowledges that stock prices are always volatile and in some cases the securities in the Client's Stock Exchange may become worthless. Therefore, Client is solely responsible and accepts all risks to the value of all securities on the Trading Account
- 4.3 Client acknowledges that when signing or authorizing a representative to sign the order form properly, it means that the Client has collected sufficient information and is aware of his or her trading behavior and at the same time. pledged to bear full responsibility arising from its trading acts and authorized representatives
- 4.4 When signing this Agreement, Client acknowledges that NHSV has fully informed the Client of the function, scope of business in the operating license, charter capital, and the contracting representative and The Client has accepted and agreed to participate

- 4.5 When placing a securities selling order, Client commits to have sufficient quantity of securities to be sold on the Securities trading account or in other cases permitted by law
- 4.6 In the process of implementing the Agreement, in case the two parties continue to sign other Agreements for related services provided by NHSV, the specific rights and obligations of both parties will be adjusted by the Agreements. Other co-corresponding. However, if the Client fails to fulfill the obligations in or arising from such Agreements, the Client agrees to allow NHSV to have the right to freeze and dispose of the securities and the amount of money contained in the Securities trading account to deduct/fulfill the client's remaining obligations without any claims, requests and/or objections to the NHSV
- 4.7 Advance payment:
- After the selling order of Client is matched, the result shall be notified to the Client, but before settlement date, The Client can make advance payment for selling securities by: requesting by paper directly at the Head Office / Branch / NHSV's transaction points or via NHSV's online trading facilities from time to time.
 - On implementing online advance payment, Client acknowledge and commit to implement irrevocable authorization for NHSV to automatically extract cash from all Client's account and subaccounts opened at NHSV on securities transaction settlement date or to request the Bank where bank settlement account for securities trading is opened to transfer the advanced amount together interest (if any) to NHSV's account without any further requirement or documents
 - Client agrees and commits to make full fee payment for advanced amount to NHSV under NHSV's applicable quotation. Client agrees to extract this fee on the date of implementing online advance payment.
 - Any Client's requirement for online advance payment which is fully implemented under NHSV's procedure is as legally valid as Client signs commitment of advance payment in written at NHSV head office or transaction office.
- 4.8 Automatic Advance Payment:
- In case the Client proposes and agrees to use the automatic cash advance service of NHSV, this service will be performed without the Client having to fill in the procedures for advance of selling securities. Waiting for, on the basis of the result of selling securities in the following case
 - (i) Clients who have awaiting money from sold securities which have not been advanced on the trading account.
 - (ii) The securities buying order on the Client's trading account has been matched, but the Client does not have sufficient cash on the trading account to pay for this order.
 - NHSV allows the Client to implement automatic advance payment under the condition that NHSV has full right to get that receivables without any Client's further consent.
 - The advance amount after deducting advance fee is the shortage amount to pay for above service and in the size of receivables
 - On the advance payment date, under Terms and Conditions of this application for cum agreement of opening securities trading account, NHSV will automatically implement advance payment after deducting advance payment fee to Client's account.
 - On the settlement date, Client acknowledges to implement irrevocable authorization for NHSV to collect the advance payment and arising fee automatically from the sub-account using advance payment without any Client's further consent.
 - In case, securities selling result is cancelled by VSD for any reason, Client is obligated to refund NHSV the advance amount plus arising fees from implementing advance payment to refunding date under NHSV's applicable regulation.
 - NHSV has right to refuse or accept to implement advance payment for any reason.
- 4.9 Client undertakes to agree to allow NHSV to have full rights and actively sell any securities on the securities trading account with the transaction price decided by NHSV to recover the principal and interest balance (if any) of the Client if the Client fails to pay fully and on time the amounts payable according to NHSV's regulations relating to the purchase / sale of securities and / or advance of the sale of securities. Client shall continue to pay the principal and interest balance (if any) as soon as NHSV requests when the sale of securities specified in this Section is still not enough for NHSV to recover debts.
- 4.10 Client undertakes not to withdraw money available in the securities trading account or payment account at the Bank where the Client has registered with NHSV when the Client has not completed the obligation to pay the outstanding balance for NHSV.
- 4.11 Irrevocably agree and accept that NHSV has the right to perform the rights specified in Article 7.14 of this Agreement.

Article 5: How to make transactions

- 5.1 Clients can directly place securities trading orders by filling the required information into the order form (provided by NHSV form) and submitting it at NHSV's transaction counters or using the delivery method. Electronic translation via the internet, by phone or other securities trading methods provided by NHSV in accordance with this Agreement and the periodic regulations of NHSV on each method of trading. When placing purchasing order, the balance of money on the Securities trading account must be equal to or greater than the total value of the ordered securities, estimated taxes and service charges. When a Client places a sell order, the securities balance must be in sufficient quantity and in a tradable state.
- 5.2 In the event that the securities balance on the Client's depository account is insufficient to pay the Client's debt obligations arising from this Agreement and/or from other agreements and Agreements with the participation of Client allows to do so, NHSV has the right to refuse to make any orders of Client in this case and request Client to fulfill payment obligations and compensate for arising damages. (if any).
- 5.3 In case the Client opens a depository account at the depository bank and opens a trading account at NHSV, the Client is allowed to place a buy/sell order and NHSV can execute trading orders when certified by the bank signed the securities balance and the depository bank accepts Client's payment request
- 5.4 Client has the right to authorize another person to place orders and commit to take responsibility for all actions of the authorized person. The authorization for other individuals to conduct securities transactions must comply with the provisions of law and must be made into a notarized Agreement.
- 5.5 Client agrees to allow NHSV to record telephone conversations with the Client. Those recordings are the property of NHSV and can be recognized as evidence of exchange information and orders placed between the Client and NHSV.
- 5.6 The Client can only amend/cancel part of the order if (i) the order/part has not been matched, and (ii) request to amend/cancel the order sent during business hours, and (iii) Cancellation of the order is in accordance with the law and the Securities Exchange.
- 5.7 NHSV reserves the right to refuse Client's transaction or to check back before execution if NHSV discovers that Client's trading orders are invalid or abnormal.
- 5.8 NHSV will send the day's transaction information to the Client by sending a message via phone or email or other forms of notice as stipulated in this Agreement to the phone number/address that the Client has register with NHSV.
- 5.9 Any Client's complaint relating to the transaction results of the day must be sent to NHSV within one (01) working day of receipt of the information from NHSV in accordance with this Agreement. Past this time limit, the Client is deemed to have accepted the result of the transaction and waives the right to bring a complaint or dispute relating to the result of the transaction.
- 5.10 During the transaction process, the Client undertakes to comply with all applicable laws, the Securities Exchange and the securities trading procedures provided by NHSV in each period.
- 5.11 NHSV may contact and send information, documents, or notify to the Client by phone, letter, fax, email, message, notice on the online trading system or published on the website of NHSV. NHSV will use the address, telephone number, fax number, or email address of the Client mentioned in this agreement or follow the notice that Client send to NHSV later (if any). An information, document, notice is considered to have been sent and received as follows:

- If sent directly - is on the received date
- If mailed - is on the date the information, documents and notices are delivered according to the regular schedule of the post office, but in any case no more than five (05) working days from the date of submission
- If faxed - is on the day the fax transponder reports that information, documents, notices have been successfully transferred to the correct fax number
- If sent by email - when the signal is removed from the NHSV system
- If sent by SMS or online messaging service - is when the signal in NHSV system shows that the message has been delivered

Article 6: Rights and obligations of the Client

- 6.1 Conduct transactions in a way that actually carries out the transaction at Article 5
- 6.2 Possessing and exercising the rights of the owner with respect to all money, securities and other legal rights and interests arising from the money and securities contained in the Securities trading account
- 6.3 To withdraw/transfer part or all of securities, money out of the trading account when required or terminate the Agreement provided that Client has fulfilled all obligations to NHSV or party 3rd (if any)
- 6.4 To be informed by NHSV about the result of the transaction and provide account information in the manner agreed by the Client with NHSV
- 6.5 Have the right to complain about the securities trading order placed by the client within 01 working day from the date of receipt of transaction information from NHSV. Over the above time limit, NHSV is not responsible for resolving any complaints related to the order and results of the transaction that have been executed pursuant to the order of the Client, Client defaults to accept trading results that have been executed pursuant to a client's stock trading order in the manner of placing a trading order as agreed by the parties in this Agreement.
- 6.6 Enjoy the non-term interest rate set by the bank designated for payment at each time on the cash balance in the securities trading account, unless otherwise provided by NHSV.
- 6.7 Fully declare the information on the account opening request and commit that the information provided to NHSV under this Agreement is accurate and in accordance with applicable laws. In case of any change in information or false information, Client shall be responsible to notify NHSV soonest. NHSV has no obligation to verify the information provided by Client and will not be liable for any damages, risks or losses incurred by the Client due to changes in information or information errors that Clients do not update or update in time for NHSV
- 6.8 Accept the results of securities trading conducted by NHSV in accordance with the order placed by the Client or the person authorized by the Client. Together with the Depository Bank where the depository and securities Clients are responsible for and guarantee the balance of money and/or securities when notifying NHSV to make transactions and commit to not use the cash balance/or the securities have confirmed to NHSV to trade at the securities trading account opened at another securities company (for C-deposit account type C).
- 6.9 Payment of brokerage fees, depository fees and other fees to NHSV in accordance with the time, values and methods announced by NHSV from time to time and posted at the transaction place and on the website of NHSV; pay taxes as prescribed by law (if any).
- 6.10 Authorize the depository bank to pay NHSV transaction fees and other fees in accordance with the law for transactions conducted by NHSV at Client's request
- 6.11 In case the Client opens a trading account at many securities companies, the Client is responsible for placing orders at each securities company in accordance with the relevant laws. If the placing of a trading order leads to a transaction exceeding the allowed balance or leading to the reverse transaction of each type of securities at the same time, the Client must take responsibility before the law. In the case of current error correction regulations, transactions that exceed the balance and reverse of each type of securities at the same time on the Client's securities trading account due to Client's fault still have to correct the error. Self-trading transactions of NHSV, the Client will be responsible for reimbursing all damages to NHSV due to the correction of such transaction errors.
- 6.12 Compensation for damages to NHSV in accordance with Article 9.3 of this Agreement.
- 6.13 Securing all information relating to securities trading accounts, this Agreement and other related information, unless otherwise agreed or otherwise provided by law.
- 6.14 Client agrees that, NHSV reserves the right to modify, supplement or cancel all or part, any terms and conditions (including service fees) related to any service provided by NHSV and accepted by Client automatically provided that NHSV will provide notice of such amendment, supplementation or cancellation to Client through one of the methods specified in Article 5.11 of this Agreement selected by NHSV, before those changes or additions take effect. The use of the service after the date on which these amendments take effect (as notified by NHSV) shall be deemed to be the complete acceptance of the Client for such amendments. If Client does not agree with any amendments, Client must notify NHSV in writing about canceling or terminating the use of services with NHSV and / or closing the Securities Trading Account.
- 6.15 Other rights and obligations stated in this Agreement and in accordance with the law.

Article 7: Rights and Obligations of NHSV

- 7.1 Enjoy service fees and other charges from NHSV services provided to Clients in accordance with the law.
- 7.2 To deduct money from the securities trading account or request the Bank to pay, the Depository Bank to deduct money from the Client's deposit account to pay for money such as securities purchase, taxes, transaction fees and other obligations of the Client.
- 7.3 In case the Client conducts securities transactions that show signs of violating the law on money laundering prevention, NHSV has the right to refuse to execute Client's transactions and blockade. Securities trading account of the Client opened at NHSV in accordance with the law and/or the competent state management agency.
- 7.4 Performing securities transactions at the request of the Client in accordance with the provisions of law and this Agreement.
- 7.5 Manage money and securities of Clients in securities trading accounts as agreed in this Agreement and in accordance with the provisions of law.
- 7.6 The NHSV reserves the right not to provide the Client with the service if it deems that the transaction or use of the Client's service has any unusual signs or that such provision is beyond the permitted conditions of the NHSV and/or provision of law without being considered is a violation of the obligations under this Agreement.
- 7.7 For electronic transactions that NHSV, in its control, notice suspicious, unusual or invalid signs, the NHSV has the right to refuse to perform or to verify, check again when conducting.
- 7.8 Unilaterally terminating the Agreement and requesting Client to pay damages (if any) as stipulated in Article 9.3 This Agreement.
- 7.9 Provide account information and stock trading results as required by the Client
- 7.10 Provide transaction fee payment invoice on the last day of the month when the Client incurs a transaction fee during the month or at the request of the Client
- 7.11 Confidentiality of Client information, except when provided in accordance with law and/or requests of competent state authorities.
- 7.12 Compensation for Clients' losses in accordance with the law if the damages arise due to the fault of NHSV. In order to avoid misunderstandings, to the extent permitted by law, NHSV will not be liable for any damages, losses or claims that Client has to bear in connection with or arising from:
 - Clients violate this Agreement and / or violate the provisions of securities law;
 - NHSV does not receive Client's orders;
 - Any errors, omissions in Client's orders or such orders are void;
 - NHSV cannot accept or execute Client's orders due to circumstances beyond the reasonable control scope of the NHSV, including but not limited to force majeure events in accordance with law;

- Any scheduled transactions or transactions that are interrupted, cannot be completed or cannot occur as the phone, computer, or other electronic or technology services are inactive or delayed;
 - Any issues related to trading floors, relevant markets and / or trading floor obstacles, including errors, omissions, interruptions, defects, delays in operation or transmission or any other factor;
 - Any other event / cause covered by the Agreement's disclaimer of online trading services attached to this Agreement.
- 7.13 NHSV reserves the right to modify, supplement or cancel all or part, any terms and conditions (including service charges) relating to any service provided by NHSV and Client wearing However, accepting with the condition that NHSV will issue notice of such amendment, supplementation or cancellation to Client through one of the methods specified in Article 5.11 this Agreement shall be selected by NHSV, before those That change or supplement is valid.
- 7.14 To have the right to archive, use, and provide the Client's information (including but not limited to the securities trading account number, sub-accounts (if any), and the Client's Full name ...) to third parties (including commercial banks, intermediary payment service providers, cooperating parties, consultants, other service providers for NHSV) for the purpose of managing, updating, verifying information and providing Services for Clients.
- 7.15 Other rights and obligations stated in this Agreement and in accordance with the law.

Article 8: Governing Laws and Dispute Settlement

- 8.1 This Agreement shall be governed by the laws of the Socialist Republic of Vietnam.
- 8.2 All disputes that may arise from or in connection with this Agreement will be resolved first by negotiation. In case of failure to resolve by negotiation, the dispute will be resolved at the Vietnam International Arbitration Center (VIAC) next to the Vietnam Chamber of Commerce and Industry under the Center's Arbitration Rules.
- The arbitral tribunal consists of 3 people.
 - Location of arbitration in Hanoi, Vietnam.
 - The law applied to dispute resolution is Vietnamese law.
 - The language used in arbitration proceedings is Vietnamese.

Article 9: Validity of the Agreement

- 9.1 This Agreement is effective from the date of full signature of both parties until terminated by one of the cases specified in Article 9.2 and Article 9.3 below.
- 9.2 The Client has the right to unilaterally terminate the Agreement after having submitted in writing the required form of NHSV at least five (5) business days to NHSV.
- 9.3 NHSV reserves the right to unilaterally terminate the Agreement at any time and request the Client to compensate for damage in case of a fault/violation of the Client, when one or more of the following cases occur
- Clients violate this Agreement and/or violate the provisions of securities law;
 - Clients are individuals who die or lose civil act capacity;
 - NHSV is dissolved, bankrupt, suspended from operation or has its license revoked under a decision of a competent state agency;
 - Client's securities trading account is not eligible for trading in accordance with law and/or agreement in this Agreement.
- 9.4 In the case of division, separation, consolidation, merger or other circumstances leading to the NHSV not being able to continue providing services to the Client, NHSV conducts internal negotiations with the receiving, separating, merging parties, merger or other party to determine which party will continue to perform the Agreement in accordance with the law.
- 9.5 Not be bound and/or limited by the termination of the Agreement, Client's obligations to NHSV under this Agreement and/or other Agreements between the two parties that have not been completed on the date Termination of the Agreement continues to be binding on the Client until such obligations are fulfilled and terminated
- 9.6 The contents not specified in this Agreement, or provided in this Agreement, if not in accordance with the law, shall be applied in accordance with the law in each period
- 9.7 Any one or more of the terms of this Agreement becomes void and will not affect the validity of the other terms provided in this Agreement.
- 9.8 This Agreement is made in two (02) original copies, with the same validity, each Party keeps one (01) copy for implementation.

2. ONLINE SERVICE AGREEMENT

Article 1. Scopes of the agreement

- 1.1 NHSV agrees to provide and Client agrees to use Online Trading Services
- 1.2 NHSV will upon request directly hand over the Token card to the Client at NHSV's trading locations or send the Token card by post or other means of transport to the address that the Client has registered with NHSV
- 1.3 NHSV will stipulate and/or adjust specific contents of Services that NHSV deems appropriate and publish these contents on NHSV's official website.
- 1.4 Upon signing this Agreement, Client is entitled to use Online Trading services provided by NHSV or to be provided by NHSV in the future provided that they register to use the Online Trading Services according to the forms provided by NHSV.
- 1.5 The provision of Online Trading Services provided by NHSV and the use of Online Trading Services and/or the execution of Online transactions by the Client are bound by the terms and conditions of this Application for cum service agreement of opening securities trading account, other document related to registering to use Online Trading Service made by the Client with NHSV and/or conditions, methods and detailed trading regulations instructed and announced to the Client directly by NHSV or via NHSV's website.
- 1.6 Any order, transaction request or support service request sent to NHSV under the Client's Username shall be construed as the Client's own order or request unless the notice/request is received by NHSV suspension of the use of the Online Trading Service or other notices from the Client in connection with the use of this service. NHSV automatically confirms that the information content on the transaction orders received by NHSV is true, accurate and made by the Customer and NHSV has no obligation to check, detect, correct, prevent, warn for any command in any way.
- 1.7 Confirming the content of the order placed that the Client has made through online trading methods is considered valid and irrevocable. The Client agrees when executing the Confirmation of the content of the order, which means that the Client has checked the transactions made, acknowledges and assumes all financial and legal responsibility arising on the Client's account without for any reason not to cancel, deny, refuse, change, repudiate transactions after these transactions have been done by NHSV
- 1.8 In order to use the Online Trading Service, the Client is obliged to provide and update the trading phone number and/or email address under the legal ownership or management of the Client. NHSV will confirm information about the Client's Securities Trading Account, arising transactions, and other related issues through the trading phone number and email box provided by the Client. The two parties default that the time the Client receives the information is the time the system confirms that the information has been sent. The Client is fully responsible if the Client's phone or email box does not work or cannot receive messages

Article 2: Risks from Online Transactions

- 2.1 Client acknowledges that electronic transactions have potential risks due to NHSV system equipment failure or caused by other third parties, and NHSV has warned and fully advised the client of such risks, including but not limited to:
- When transmitting over the internet, the transaction can be suspended, delayed or have data error. Network transmission may cause problems that lead to the Client's failure to access the system of NHSV or Client's account login information is stolen;
 - Client identification may be inaccurate, and security issues may occur;
 - Securities prices and securities information may be lagged, delayed, mistaken, misled, missing information.
 - Telecommunication networks used to place orders via telephone, look up transaction information or receive notifications may be subject to malfunction, overload or network congestion resulting in Client failing to perform the transaction or not receiving the requested information;
 - The NHSV system (including hardware and software) and other related third party equipment/systems or services provided through the system can be interrupted, hang, slow, error, malfunction, trouble, virus infection;
 - Transactions may be delayed, damaged, malfunction, omission, malfunction due to system maintenance activities; and
 - Electronic protection measures, including filtering or antivirus programs, may cause errors or problems;
 - Other risks may arise.
- 2.2 The Client hereby agrees to accept the risks related to online transactions as above, and agrees that NHSV will not be liable for any loss or damage due to system or equipment failure. or any third party related to; or caused by the Client or any other reason not the fault of NHSV during the transaction.

Article 3: Responsibilities of clients related to online transactions

- 3.1 Commitment to carefully read, understand and comply with the instructions for using Online Transaction Services and/or online transactions provided by NHSV directly to Clients or publicly available on the website of NHSV ("Public guidance"). NHSV does not assume any responsibility for online transactions that cannot be performed for any reason or any damage that occurs when the Client does not properly follow the Public Instruction.
- 3.2 The client is responsible for securing their login password, trading password, OTP card as well as password devices (if available) to access the NHSV online/telephone transaction system. In the event of a login password, trading password being compromised or a suspected disclosure of a password, the client is obliged to make the best effort to minimize the damage, and immediately notify NHSV directly or via NHSV's hotline and then the online/telephone system will be suspended shortly after. Within 24 hours (twenty-four hours) from the time NHSV receives a written request from Client, NHSV will reactivate the login password, trading online password and inform the Client, NHSV is not liable for any loss caused by Client failing or delaying notice to NHSV of any unauthorized access or stolen login password and/or trading password or suspected of being revealed
- 3.3 The Client must pay in full the service fee and other fees related to online transaction service as notified by NHSV from time to time
- 3.4 The client is Responsible for applying all reasonable measures to ensure safety, ensure compatibility for all kinds of machines, connected devices, system software, application software used by Clients when connecting, access to the System to control, prevent and prevent unauthorized use or access to Online Transaction Services

Article 4: Disclaimers

NHSV takes no responsibility in any losses or damages incurred due to:

- 4.1 Clients' providing information in a late, insufficient and/or incorrect manner, leading to the inability to use Online Trading Services and/or execute Online transactions.
- 4.2 The mistakes of any third party, including NHSV's partners, in providing Online Trading Services.
- 4.3 Defects of the System or of any related technical devices, including cases in which the System does not allow execution of the Client's Online transactions for any reason.
- 4.4 NHSV's performing its responsibilities in an untimely manner or fails to perform its responsibilities in accordance with the articles and regulations regarding the use of Online Trading Services due to defects in terms of machinery, data processing and telecommunication information, natural disasters or any events out of NHSV's control or due to fraud and falsification by any third party.
- 4.5 The use of Online Trading Services and/or the execution of Online transactions or the access of information that Online Trading Services provide by Client's authorized person or any other subject in any case.
- 4.6 If, due to the Client's fault, his/her Token card is lost, out of order or stolen, the Client's login name, Login password, Trading password, Electronic signature and/or other identification factors that NHSV provides may be disclosed, leading to the use of Online Trading Services, execution of Online transactions and/or access by a third party to the information that Online Trading Services provides.
- 4.7 Any other event / cause outside the control of NHSV.

3. AGREEMENT TO PROVIDE ONLINE ODD-LOT SECURITIES TRADING SERVICE**Article 1: Explanation of Terms**

- 1.1 "Odd Lot Securities" means the number of securities that the Client holds with a volume of less than 1 trading lot under the regulations of the Stock Exchanges from time to time.
- 1.2 "Odd Lot Securities Trading" means the sale of Odd Lot Securities by the Client to NHSV at a price under the provisions of law and NHSV.
- 1.3 "Online Odd Lot Securities Trading" means the Client performs the Odd Lot Securities Trading via the online trading method of NHSV.

Article 2: Terms of service

- 2.3 The Client requests and NHSV agrees to provide the Client with the Online Odd Lot Securities Trading. Accordingly, the Client can place an order to sell Odd Lot Securities and NHSV approves to buy the Client's Odd Lot Securities (the stock code belongs to the list of securities NHSV accepts to buy) through online trading method at the time and price announced by NHSV from time to time under the provisions of law.
- 2.4 Conditions for providing Online Odd Lot Securities Trading Service: Clients have registered and used the Online Trading Service with NHSV and approved by NHSV.
- 2.5 Client using the Online Odd Lot Securities Trading Service must naturally meet the NHSV's regulations on Online Trading Services as prescribed by NHSV from time to time. Where the Online Trading Service is terminated, expired, or lapsed for any reason, the service will automatically cease to be effective.

Article 3: Online trading prices and service fees of odd-lot securities

- 3.1 Price of transferring Odd Lot Securities will be the price set by NHSV in effect during the Client places an order to sell Odd Lot Securities and comply with the law and NHSV.
- 3.2 Service fee: The Client agrees to pay NHSV the service fee as regulated by NHSV from time to time.

Article 4: General commitments

- 4.1 The Client agrees to sell Odd Lot Securities at the price set by NHSV at the time of placing the sell order under the law. NHSV has the right but not the obligation to buy Odd Lot Securities at the Client's request.
- 4.2 NHSV has the right to suspend/terminate/refuse the Client's use of the service under the provisions of this Agreement.