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CONTRACT FOR OPENING A SECURITIES TRADING ACCOUNT

No. :

This contract is entered into on/.....2013 in Ho Chi Minh City, Vietnam, by and between:

1.Ltd (hereinafter referred as to the “Client”)

- Registered number:
- Issued by :..... on.....
- Address:.....
- Telephone: Fax:
- Authorized representative:.....
- ID / Passport number:
- Issued by: on.....

2. THIEN VIET SECURITIES JOINT STOCK COMPANY BRANCH IN HO CHI MINH CITY (hereinafter referred as to “TVS”).

A fully licensed securities services entity established under Decision No. 505/QD-UBCK by Committee dated 7 September 2007, as amended by Decision No. 81/QD-UBCK dated 16 February 2009 granted by the Chairman of the State Securities Committee (hereinafter referred as to “TVS”).

- Address: 8th floor, Bitexco Nam Long, 63A Vo Van Tan Street, District 3, HCMC
- Telephone: 84-08.6299 2099 Fax: 84-08. 6299 2088.
- Account number: 0000.2439.003 at TiênPhong Bank–CN HCMC Branch.
- Represented by: NGUYỄN THANH THẢO– **Managing Director**

It is agreed as follows:

Article 1: Definitions

In the context under this Contract, the following words and expressions shall, unless the context otherwise requires, have the following meanings.

“**Authorized Person(s)**” means the person(s) duly authorized by the Client to give instructions to TVS as may be advised in writing by the Client to TVS from time to time.

“**Contract**” means this Contract, including the attached Annexes;

“**Exchange**” means recognized stock exchanges in Vietnam from time to time, including: Ho Chi Minh City Stock Exchange (HSX), and Hanoi Stock Exchange (HNX) and Hanoi Securities Exchange (UPCOM);

“**Securities**” means shares, bonds, treasury bills or deposit certificates which as objects for trading on the Exchanges or the OTC market;

“**Custodian Bank**” means the bank appointed by the client to hold cash and provide cash payment services for securities transactions;

“**Depository Member**” means the eligible entity appointed by the Client to provide Depository account, securities payment and securities registration services for the Client to record ownership of securities and exercise the Client’s rights relating to ownership of such securities;

“**Order**” means any securities trading order or instruction issued by the Client;

“**Depository account**” means a securities depository account opened by the Depository Member in the name of the Client for the purpose of recording ownership of securities at the Securities Depository Centre as required by Vietnamese law;

“**Securities trading account**” means the account to be opened at TVS in the name of the Client for exercise of securities trading transactions;

Article 2: Applicable Law

This contract is interpreted and governed by the laws of Viet Nam. The two parties hereby agree to enter into this contract for opening a securities trading account in the Client’s name at TVS as governed by the following legal documents:

- The Civil Code No. 33/2005/QH11 of the Socialist Republic of Viet Nam dated on 14/06/2005;
- Law on securities No. 70/2006/QH11 of the Socialist Republic of Viet Nam dated on 29/06/2006
- Decree No.14/2007/ND-CP dated on 19/01/2007 providing detailed regulations for implementation of a number of articles of the Law on securities;
- The Regulations on organization and operation of the Securities Companies issued according to Decision 27/2007/QD-BTC dated on 24/04/2007 of the Ministry Of Finance;
- Circular No. 74/2011/TT-BTC guiding securities trading issued by the Ministry of Finance dated 1 June 2011.

Article 3: Objectives of the contract

Under this Contract, the Client requests and TVS agrees to provide the Client with services including the following:

- Opening an account for securities trading.
- Administration and clearing/settlement of securities for the Client in the trading account in case the Client uses the depository service provided by TVS.
- Executing securities transactions strictly in accordance to the Client’s order.
- Providing trading transactions results to the Client per this Contract.



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- On behalf of the Client executing rights pertaining to securities owned by the Client in accordance with the Client's authorization.
- Other services to the extent permitted by the laws.

Article 4: Orders and execution procedure

4.1 To perform securities trading transactions, the Client will place its securities trading orders with TVS. The Orders can be placed directly to TVS in form of paper slips, limited to e-mail, telex, or facsimile.

4.2 TVS will only accept valid orders for execution in which the Client required to provide accurate information in full include but not limited to the following:

- The Client's name and the Trading account number;
- Name of the authorized person;
- Type of the order;
- Code and number of securities for trading;
- Date and time of issuing the Order;
- Signature of the authorized person;
- Other information necessary for execution of the transactions contemplated.

4.3 The Client may cancel or modify its Order in whole or in part which has not been executed and matched. However TVS reserves the right not to fulfil the instruction to cancel or modify an Order where the fulfilment of such instruction is prohibited by the laws.

4.4 TVS shall execute the Client's Orders on the first in first execution basis.

4.5 Sale Orders of the Client for which TVS does not keep the Depository Account shall be executed provided that the Depository Member keeping Client's such account guarantees the sufficient supply of securities.

4.6 Purchase Orders of the Client shall be executed provided that the Custodian Bank keeping Client's cash account guarantees the payment for the securities transactions stated in the Client's Orders.

4.7 The Client will grant TVS proper authorizations in writing to perform the checks of securities or cash with its Depository Member or Custodian Bank respectively.

4.8 The Client shall be responsible, via the Custodian Bank and the Depository Member, to make cash or securities payments to the satisfaction of regulatory requirements of the laws for the successful transactions executed under the Client's Orders.

4.9 Where the Client conducts securities online trading, it is required to follow the provisions as stated in the Annex 1 regarding online trading, and also online trading may be exposed to risks as stated in the Annex 2: Statement of potential risks attached hereto.

Article 5: Other rights and responsibilities of the Client

5.1 The Client will be entitled to any income associated with the securities under the ownership of the Client including but not limited dividends, interests, bonus shares in accordance with the law.

- 5.2 The Client will have legitimate rights of a securities owner over the securities under its ownership such as the right to participate in shareholder meetings, to vote, to dispose or use the securities as collateral against loans and other rights as stipulated under the laws.
- 5.3 The Client will have a right to authorize TVS as its transaction representative to perform securities trading transactions in accordance with the laws;
- 5.4 The Client will have a right to require TVS to provide the results of a transaction executed by TVS per the Client's order or /and on behalf of the Client per the Client's authorization;
- 5.5 The Client will be responsible to ensure any information provided to TVS is accurate and sufficient and inform TVS as soon as possible of any change therein.
- 5.6 The Client will be responsible to pay TVS fees for the services provided by TVS under this Contract. The fees may be subject to a change from time to time by TVS provided that TVS will inform the Client in writing of such a change at least 30 days in advance.
- 5.7 Other rights and responsibilities provided for herein and under the applicable laws.

Article 6: Transaction partner to each other

While executing securities trading transactions under the Client's orders, if TVS is a party to a transaction with the Client, TVS will be responsible to inform the Client and the transaction will only be executed with the consent of the Client.

Article 7: Representations and undertakings

7.1 Each party represents and warrants to the other, that:

- It is a corporation duly organised and validly existing under the laws of its jurisdiction of incorporation;
- It has the power to enter into, and to place orders and exercise its rights and perform its obligations under this Contract and has taken all necessary corporate and other needed actions to legally effect this Contract.
- It will treat any information about and/or in relation with and/or arising in implementation of this Contract in confidential. Either party will not be allowed to release, make public, provide or otherwise disclose the information in any form to any other third parties without prior consent of the other party in writing except for a case disclosure of the information is required by an authority in accordance with the laws.

7.2 The Client undertakes that:

- By signing this Contract, the Client voluntarily subscribes to perform securities trading transactions in online mode that may be associated with potential risks stated in the Statement of Risk by TVS as attached to this Contract. And that it has been well informed by TVS and aware of the associated potential risks.
- The Client undertakes to strictly follow TVS's instructions, regulations on using trading account and/or conditions to execute securities trading transactions and regulations of the laws.



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Article 8: Dispute settlement

Any disputes arising from and/or in connection to this Contract shall be settled firstly by amicable negotiation. In the case of a failure to reach a settlement through negotiation, either party may refer the dispute to the competent court of Vietnam for settlement as regulated by law.

Article 9: General

- 9.1 This Contract shall be binding upon the parties to this agreement and their respective successors and permitted assigns provided that neither of the parties to this Contract shall be entitled to assign this Contract in part or in whole or any of its rights and obligations herein without the prior written consent of the other party.
- 9.2 A failure to exercise or delay in exercising any right of a Party under this Contract shall constitute a waiver by that Party of that right or any other rights.
- 9.3 This Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements and understandings between the parties.
- 9.4 No amendments or supplementation of this Contract shall be effective unless it is made in writing and signed duly by an authorized representative of each Party.
- 9.5 This Contract will be made in two (02) originals, each Party will keep one (01) copy for due implementation.

For and on behalf of:

The Client

TVS

ANNEX 1: ONLINE TRADING REGULATIONS

Online Trading

1. Securities online trading is securities trading executed on the TVS's electronic trading systems via the Internet and/or telephone lines by the Client in accordance with the relevant laws.
2. Online trading services include:
 - i. Placement of securities trading orders;
 - ii. Modification or cancellation of securities trading orders;
 - iii. View and receipt of the results of securities transactions;
 - iv. Advance of proceeds from sales of securities;
 - v. Transfer of money from the securities trading account to Bank account of the Client that has been provided to TVS.
 - vi. Update on information about the Client, and
 - vii. Other services/ utilities are provided by TVS at the Client's requests and capabilities of TVS from time to time.
3. Login, use of password, validation of password, placement of orders and execution of transactions must be followed the procedures and guidance of TVS on online trading issued and published from time to time. The Client undertakes to strictly observe the procedures and regulations on online trading issued by TVS from time to time and the relevant applicable laws in execution of any online securities trading.

Confidentiality

4. The Client will be responsible for keep confidential the information including but not limited to the password for telephone transactions; user name, passwords for trading on the internet and any other information relating to the Client (the "Confidential Information"). The Client will be responsible for any risks and damages arising in connection with the Client's disclosure or leakage of the Confidential Information. In case the Client discloses or otherwise leaks out the Confidential Information in any forms to any other third persons and any of the such persons uses the Information to conduct online trading within TVS system, such trading will be deemed to be conducted by the Client.
5. TVS will be responsible for keeping information relating to the Client in confidentiality and not be allowed to disclose such information any third parties without prior consent of the Client except for the cases where disclosure of information is required in accordance with the laws.

Risk

6. The execution of online trading may expose to the potential risks indicated in Annex 2 to this Agreement. The Client well understands and is fully aware of such risks that may arise from online trading.
7. TVS is committed to providing the Client with the best services and minimize risks associated with the online trading from technical perspective.



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ANNEX 2: STATEMENT OF POTENTIAL RISKS:

1. Risk that may occur in the process of online trading as follows:

- i. Possible technical errors arising from systems of hardware, software, processor or any related means.
- ii. Risk of network system operation stoppage due to blocked transmission route.
- iii. Computers can be infected by viruses which lead to the stoppage of information communication activities in the Client's computer network.
- iv. Trading orders can be suspended, stopped, delayed or involve data mistakes.
- v. The identification of organizations or investors can be mistaken or incorrect.
- vi. Securities price list and other securities information can have errors or be incorrect.
- vii. Disasters, natural calamities and other force majeure as defined by the laws.

2. TVS will not be liable for any disclosure of access password and/or transaction password by Clients. In case a Client discover any unauthorized person using your password to access and place orders, please inform TVS for transaction suspension and timely measures to be taken. TVS will not be liable for transactions in progress or executed until the time TVS issues a written confirmation on such disclosure of a password.