



## ACCOUNT OPENING CONTRACT

(Contract No. ....../HD - SBBS)

- Based on the Civil Code issued by National Assembly dated 14/06/2005;
- Based on the Securities Law was passed on June 29, 2006 by National Assembly;
- Based on the demand and capabilities between Parties.

Date / /20 , at: SaigonBank Berjaya Securities Joint Stock Company.

**Between:**

**PARTY A (CLIENT):**

Client's full name: .....

Date of birth (for Individual Investor): .....

Id card:..... Passport No:..... Date issued...../...../.....by.....

Establishment License:..... Date issued:.....

Business Registration License No:..... Date issued:.....

Permanent Address (for Individual Investor):.....

.....

Registered Office Address: .....

.....

Tel:..... Fax:..... Email:.....

Bank Account No:..... At: .....

Represented by (for Institutional Investor):..... Title:.....

ID No./Passport:..... Date of Issue:..... Place of Issue:.....

Letter of Authority:.....dated:...../...../.....

**And:**

**PARTY B (SAIGONBANK BERJAYA SECURITIES JOINT STOCK COMPANY):**

Address: Level 5 & 6, 2C Pho Duc Chinh Street, District 1, Ho Chi Minh City, Vietnam.

Tel: (84-8) 39143399 Fax: (84-8) 39143388

Securities Trading License No: 94/UBCK-GP, issued on: 18/07/2008 by State Securities Commission of Vietnam.

Custodian License No: 96/GCNTVLK, issued on 07/08/2008 By Vietnam Securities Depository Center

Bank Account No: 000 170 406 888 888

At: Saigon Bank for Industry and Trade.

Represented by: ..... Title: .....

The two Parties hereby agree to enter into the account – opening Contract as governed by the following terms and conditions:

### **Article 1: Governing Law**

This Contract is governed by laws of the Socialist Republic of Vietnam and be governed by:

- The Civil Code issued by National Assembly dated 14/06/2005;
- The Securities Law was passed on June 29, 2006 by National Assembly; other rules and regulations of the Securities Law.

### **Article 2: Objectives of the Contract**

1. In this contract, Party A requests Party B to open a securities trading account and securities depository account. Manage securities and execute securities transaction on behalf of Party A.
2. Party A authorized Party B to conduct securities and execute securities transaction, depository, clearing and settlement, and securities registration on behalf of Party A. The duration of authorization is that of this Contract.
3. Party B can access information by means of electronic such as telephone, internet and at the trading floor of Party B.

The scope of authorization is defined by the content of this Contract and its supplements.

### **Article 3: Rights of Party A**

1. Place transaction order through Party B,
2. Execute the rights of securities ownership, including:
  - To receive legal income attached to the amount of money and securities under the ownership of Party A such dividends, bond interest, bonus shares and so forth in accordance with the laws.
  - To exercise legitimate rights of securities owner such as the right to take part in shareholder meeting, the right of shareholders to vote, the right of bond owner in the capacity of a creditor and so forth in accordance with the laws.
3. Receive trading confirmations.
4. Issue requests for withdrawal of a part or all of securities from the accounts when unnecessary or terminate the Contract in accordance with this Contract.
5. Party A has the rights to request for closing of trading of account in the case of termination of contract or cease of trading activities.
6. Authorize Party B to deduct and pay tax obligation for securities transaction in accordance with Law and Regulations.
7. Enjoy user-friendly services provided directly by Party B or by Party B and a third Party.

### **Article 4: The obligations of the Party A**

1. Conduct securities transactions in accordance with the laws.
2. Guarantee that the information filled in this Contract and Accounting Opening Application are truthful and correct, it will be handle under Article 11 of this Contract.
3. Fulfill cash and securities payment fully and timely in accordance with the laws.
4. Pay brokerage fee, depository fee, securities registration fee, advisory fee and other fees for Party B in accordance with regulations.
5. Take responsibility for all the commitments carried out by Party B within the scope of authority of Party A.
6. Perform taxation obligation regarding securities transactions.
7. If Party A requires consultancy services on securities investment from Party B, Party A must provide honest and complete financial disclosure on financial capacity and investments goal.
8. Party A shall keep all account information, such as password, account number and other related account information confidential.

Party A shall comply with State Law and Party B rules and regulations related to securities trading.

### **Article 5: Rights of Party B**

1. Withdraw or transfer money and securities from the account of Party A to pay for transactions conducted by Party A.
2. To deduct brokerage fee and any other fees from Party A bank account in accordance with Law and regulation of Party B.
3. Withdrawing money from Party A bank account to perform taxation obligations deriving from securities transactions.
4. In case of any reasons that Party A fail to fulfill the above-mentioned obligation and payment, Party B will be allowed to utilize the money in the bank account and sell the securities in the securities depository account of the Party A to pay for all the fees and obligations. If the cash balance in the bank account of the Party A are

insufficient to pay for the above mentioned fees, Party B will be given the right to request Party A to fulfill his/her obligation and compensate for any damage (if any).

5. Use the account of the Party A to correct any mistake during the transaction process carried out on behalf of Party A in accordance with mutual agreement.

**Article 6: The obligations of the Party B**

1. Conduct securities transactions are requested by Party A (these requests must comply with all the regulations of the laws and fall into the scope of Securities Trading License and Securities Custodian License of the Party B).

2. Safe keep securities authorized by Party A on the investor' securities trading account at Vietnam Securities Depository Center in SaigonBank Berjaya Securities Joint Stock Company's capacity as a custodian member.

3. Execute securities depository, clearing and settlement, and securities registration on behalf of Party A at Vietnam Securities Depository Center.

4. Keep all the information on the securities trading account of Party A confidentially, except for stimulated by the laws and the agreements between the two Parties.

5. Send Party A trading confirmation within 01 day since the performance of the transaction, the monthly account statement if any transaction is being conducted during that month and the quarterly account statement if there is no transaction.

6. Forbid to use securities on the account of Party A without the acceptance of Party A, notwithstanding item 3 and item 4 – Article 5 of this Contract.

7. Deposit, withdraw and transfer securities on request of Party A if the securities are not served for payment and mortgage (if any).

**Article 7: Securities transaction**

1. Order placement of Party A ought to comply with all the rules and regulations of State Securities Commission of Vietnam, Stock Exchange / Securities Trading Center as well as the conditions imposed by Party B.

2. Methods of receiving order: Party B will receive order from Client (Party A) at Party B's Office; order of Client (Party A) is only in effect on the trading day. Other methods of receiving order will be followed by Party B regulations.

3. In the event the buy order of Party A is executed, the amount of money being equivalent to the value of bought securities shall be frozen for settlement in the bank account of Party A. Party A is not allowed to use the money. The bought securities will be available in the custody account of Party A at the end of due under the regulations of the State Securities Commission of Vietnam and the Vietnam Securities Depository Center. The bought securities are automatically deposited at Party B and Party A ought to pay custody fee according to rules and regulations. If Party A wants to withdraw securities, he /she ought to fill and send securities withdrawal requirement (under the form of Party B).

4. In case of sell order of Party A is executed, the sold securities shall be frozen for transfer, the amount of money from selling securities shall available in the bank account of Party A at the end of due date under the regulations of the State Securities Commission of Vietnam and the Vietnam Securities Depository Center.

**Article 8: Obligation owing to a breach of the Contract**

1. The Party that breaches the obligations stipulated in this Contract ought to compensate satisfactory for the other Party.

2. Damages are decided by two Parties or rules and regulations of laws Vietnam.

**Article 9: Notice**

1. Trading confirmations and account statements ought to be sent to the address given in this Contract (notwithstanding and any changes are informed in writing).

2. Notwithstanding implied information stated in Article 10 of this Contract, trade confirmation and letters between two Parties in writing and signed by authorized representative are legally accepted.

3. The date of dispatch of trade confirmations and letters is attested on postmark of starting – post office. The letter is supposed to be sent to recipient between 7h30' till 16h30' on working-day (for Institutions) or from 6h30' till 18h00' everyday (for Individual).

4. Trading confirmations and account statements being sent directly is deemed to be performed if acknowledged by the receptionist of the recipient (for Institutions) or any people be familiar with the Client (for Individual).

5. Trading confirmations and account statements being sent by fax, sms and email is only considered to be a notification only. The official document ought to sent according to the item 3 or 4, this Article (notwithstanding the information is sent by fax, sms or email under the mutual agreement).

**Article 10: Implied Notice**

1. At the time of entering into the Contract, Party A implicitly acknowledges that the price of securities always objectively fluctuated and the price of any securities is possibly going up or down. The Party A admits that there is always a potential risk in any securities, and loss is possible.

2. When signing this agreement, the Party A admits that the Party B has informed Party A of its functions, the operating license, the scope of business, the chartered capital, and the authorized representative of the Party B signing agreement.

3. When signing Order Ticket, the Party A implicitly acknowledges that the Party A considered carefully before requesting Party B to execute securities transactions and the opinion of SaigonBank Berjaya Securities Joint Stock Company's staff is for reference only.

**Article 11: Applicable law and Settlement of Disputes**

1. This Contract shall be governed by the law of the Socialist Republic of Vietnam.

2. Any dispute between two Parties arising from the execution of this contract will be solved through mutual negotiation and conciliation. If there be any dispute, which cannot be settled amicably between the two Parties, the matter can be settled at Courts for settlement in accordance with applicable law in Vietnam.

**Article 12: Termination of the Contract**

The Contract may be terminated in the following circumstances:

1. Party A requests to terminate the Contract after clearing all fees and obligations for Party B.

2. Party A (being a legal entity) and/or Party B become dissolved, bankruptcy, separated, and merged.

3. Party A (being an Individual) is dead or deprived of its behavioral capacity.

4. One of the Party is in breach of any obligations stipulated in this Contract or engages in prohibited conducts as stipulated in Article 9, Law on Securities which was passed on June 29, 2006.

5. Two Parties agree on termination of the Contract.

6. Party B is possible to unilaterally terminate the Contract in case Party A's balance account is empty and no transaction is executed during the uninterrupted 12 months.

**Article 13: Validity of the Contract**

This agreement shall come into full force the date of its signing till being terminated by both Parties' Agreement only if made in writing and duly confirmed by the two parties. Only if two Parties agree in writing all terms of the Contract shall be modified or/and supplemented and two Parties representatives have obligation to sign in. The adjusted document count as associate appendix of this Contract.

**Article 14: Otherwise agreement**

1. In the event that one of Parties become dissolved, bankruptcy, separated, merged or Client being individual is dead or deprived of its behavioral capacity, the Contract shall be resolved under rules and regulations of the laws.

2. In the event that one or several terms of the Contract become invalid due to the changes of the laws, the other terms still keep its validity; two Parties commit to keep on implementing this Contract.

3. All the following documents and any other documents issued by Party B are subject to the contract and used for reference (Request for opening account; Request for information correction; Letter of attorney; Registration for online and on-the-phone securities trading; Request for closing account; Termination letter of attorney; Letter of attorney in taxation performance).

4. This contract is made into four (04) copies including one (02) copy in English version and one (02) copy in Vietnamese version of the same legal validity. Party A will keep two (02) copies and Party B will keep two (02) copies. In case, there be any inconsistency between the two versions (English and Vietnamese), the Vietnamese version will prevail.

**PARTY A**

**Client**

*(Signature, full name, seal in case Institutions)*

**PARTY B**

**SaigonBank Berjaya Securities Joint Stock Co.**

*(Signature, full name, seal)*