

## POWER OF ATTORNEY

No.: .....

**AUTHORIZER:**

<input type="checkbox"/> Customer being individual	<input type="checkbox"/> Customer being organization											
Name:												
Date of birth:	Place of birth:	Nationality:										
<i>(Customer being individual)</i>												
ID card/ Passport/ License for establishment/ Enterprise Registration Certificate No.:												
Date of issue:	Place of issue:											
Representative: <i>(Customer being organization)</i>												
Contact address:												
Phone number:												
Securities trading account at Phu Hung Securities Corporation:	<table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">0</td> <td style="width: 20px;">2</td> <td style="width: 20px;">2</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> </table>		0	2	2							
0	2	2										

*(Hereinafter referred to as the “Customer”)*

**And**

**AUTHORIZED PARTY: PHU HUNG SECURITIES CORPORATION**

License for establishment and operation No.: 122/GP-UBCK issued by the State Securities Commission on 20/01/2016

Head office at: 21<sup>st</sup> Floor, Phu My Hung Tower, 08 Hoang Van Thai, Tan Phu Ward, District 7, Ho Chi Minh City

Phone Number (+84 28) 5413 5479

Fax: (+84 28) 5413 5472

Representative: ..... Title: .....

Under Power of Attorney No.: ..... Dated: .....

Issued by General Director.

*(Hereinafter referred to as “PHS”)*

**WHEREAS:**

- a. The Customer opened securities trading account at PHS. For convenience in trading at PHS, the Customer agrees to authorize PHS to perform the works specified in this Power of Attorney upon the Customer's request.
- b. PHS agrees to receive the Customer authorization for performing the authorized work upon the Customer's request.

**THEREFORE**, the Parties agree to sign as the below contents:

**Article 1. Scope of Power of Attorney**

1.1 Within scope of this Power of Attorney and according to the Customer’s request, the Customer authorizes PHS to perform the below work:

- a. **For underlying securities trading account** (if the Customer chooses to authorize the underlying securities trading account)

Securities depository; type of orders: buy/sell/cancel/change; advance payment; search trading results; perform rights; margin loan settlement; renew margin loan; advanced dividend and other trading.

Scope of authorization in this Article is exclusive of cash withdrawal, transfer.

- b. **For derivatives trading account** (if the Customer chooses to authorize derivatives trading account)

Type of orders: buy/sell/cancel/change; search trading results; late payment amount settlement, late payment fees and other trading.

Scope of authorization in this Article is exclusive of cash withdrawal, transfer.

1.2 This authorization is free of charge.

1.3 For avoidance of doubt, PHS shall not make any or all tasks within the above scope of Power of Attorney by itself unless PHS received instructions, requests, orders, or other forms of communication, implicitly or explicitly, from the Customer to PHS under the specified method in Article 4 of the Terms and Conditions of the Application Cum Contract For Opening Securities Trading Account or a specific method decided by PHS from time to time.

**Article 2. Rights and obligations of PHS**

2.1 Within scope of this Power of Attorney, PHS has obligation:

- a. To assign competent staffs on behalf of the Customer to sign necessary forms,

documents to perform the above authorized trading.

- b. The assigned staff is entitled to prepare, sign the forms related to the authorized trading, perform rights, obligations related to the above authorized contents.
- 2.2 At any time, at its discretion, PHS has the right to unilaterally terminate the receipt of authorization by sending a written document to the Customer at least seven (07) days before the expected termination date by the specified method in Article 4 of the Terms and Conditions of the Application Cum Contract For Opening Securities Trading Account or a specific method decided by PHS.
- 2.3 PHS has other rights and obligations related to the receipt of authorization under the law.

### **Article 3. Rights and obligations of the Customer**

- 3.1 The Customer is obliged to disclose trading information of investor according to the current laws.
- 3.2 The Customer is responsible for following up the trading results that performed by PHS according to the scope of authorization in order to respond promptly mistakes (if any) within 24 hours from the time which the trading is performed or since the Customer receives notification of trading results via email and/or SMS or other electronic means.
- 3.3 The Customer commits to take full responsibility for the results performed by PHS within the scope of authorization. The Customer commits not to give any complaint, proceeding, or claim for damages on the trading results performed by PHS within the scope of authorization.
- 3.4 In case of need, the Customer shall solely carry out the work of, including but not limited to, contacting with competent State authorities, banks, or other relevant third parties in order to review, examine and assess the status of the transactions, process of implementation of legal procedures, financial obligations and disputes (if any) of the Customer in connection with the trading performed by PHS within the scope of authorization.
- 3.5 The Customer covenants with PHS to indemnify and keep harmless PHS from and against any and all costs, expenses (including, without limitation, legal costs on a full indemnity basis), charges, expenses, actions, proceedings, claims, demands for payment, taxes and any other liabilities, whether direct or indirect, actual or potential, accrued or contingent, including loss of investment, consequential losses, profit losses and lost opportunities which PHS may at any time and from time to time sustain, incur or suffer by reasons relating to the trading performed by PHS within the scope of authorization, or by reasons of any breach of any representation, warranty or undertaking given by the Customer under this Power of Attorney.
- 3.6 The Customer, at any time, at his/her discretion, has the right to unilaterally terminate the authorization by sending a written notice of authorization termination to Branches/Trading Office of PHS. The written document is considered valid when being confirmed by Branches/Trading Office of PHS.

3.7 The Customer has other rights and obligations related to the authorization under the law.

#### **Article 4. Valid of the Power of Attorney**

- 4.1 This Power of Attorney takes effect from the date stated in item II of this Power of Attorney and terminates if one of following cases arises:
- a. Either Party sends the notice on termination in accordance with Article 2.2 or Article 3.4;
  - b. The Customer dies or there is any Decision of Court that declaring the Customer is dead;
  - c. PHS consolidates, merges, divides, changes form, dissolves legal entity or is declared bankrupt according to the law on bankruptcy;
  - d. Other cases as provided by the current law.
- 4.2 Without prejudice to the generality of the Power of Attorney, this Power of Attorney is not considered as a contract rendering the service of entrustment for custody of stock trading accounts of individual investors under the laws on securities.
- 4.3 Terminating time of the Power of Attorney stated in Article 4.1 does not affect the responsibility of the Customer for trading which is performed by PHS during the valid period of the Power of Attorney.
- 4.4 This Power of Attorney shall be made into 02 (two) originals with the same validity. Each Party keeps 01 (one) original for execution.

**I. Section for the Customer**

The Customer agrees to authorize PHS to perform the works specified in Article 1.1 of this Power of Attorney for securities trading account as below by signing in the checkbox:

(Note: In case Customer chooses solely one out of the two types of securities trading accounts, please diagonally strike out the account which is not authorized by the Customer in the table below)

The securities trading account	Signature of Customer
a. The underlying securities trading account (including normal sub-account and margin sub-account, if any)	.....
b. Derivatives trading account (including derivatives trading account and derivatives margin account)	.....

**II. Section for PHS**

Time of receiving the Customer's request	:	
Officer receiving the Customer's request	:	

The authorization content selected by the Customer in *Item I. Section for the Customer* takes effect from the date on which the authorized representative of PHS executes and it is affixed as below to verify such respective authorization content.

**PHU HUNG SECURITIES CORPORATION**

*(signature, seal and full name)*

The authorization with underlying securities trading account takes effect from	:	..... 20.....  _____
The authorization with derivatives trading account takes effect from	:	..... 20.....  _____