

ONLINE SECURITIES TRANSACTION SERVICE AGREEMENT

Contract No. / HD-Phu Hung, signed on at between the following:

A. CUSTOMER

Institution/Individual:
Date of Birth: Place of Birth:
ID / Passport No./ Business License No.: Date issued: Place issued:
Address:
Telephone: Mobile: Email:
Bank Account Number: Bank Name:
Legal representative (Institution):

B. PHU HUNG SECURITIES CORPORATION

Headquarters: Floor 5, Lawrence S. Ting Building, 801 Nguyen Van Linh St, District 7, Ho Chi Minh City
Phone: (84-8) 54135479 / Fax: (84-8) 54135472 / Website: www.phs.vn / Email: info@phs.vn
Representative: / Position:
Authorization letter No.: dated
signed by General Director.
(Hereafter called “PHS”).

WHEREAS

- A. Customer expected to use online securities transaction service and other utility online services provided by PHS;
- B. The Customer read, was instructed, comprehended the usage as well as risks when The Customer uses services, online utility and agreed to adapt conditions set out by PHS to receive such service.
- C. PHS wishes to provide its The Customer with such services.

THEREFORE, The Customer and PHS agree with the following terms and conditions:

Article 1: Definition: Terms in this contract have the following meaning:

- 1.1 “**Electronic means**”: means Parties use Internet, email, yahoo chat, Skype chat, web-chat, Internet application software, telephone, fax, SMS or other electronic means to communicate with each other.
- 1.2 “**Online Securities Transaction Service**” means (i) services provided by Company to The Customer to open securities trading account, buying/selling order, cancelling orders, receiving results of orders, as well as other supporting services for securities transactions, online utility and (ii) implemented via Electronic means.
- 1.3 “**System**” means a software system established by PHS for Customer to trade online including but not limited to software programs, utilities, applications; and installed, the user manual for the Customer at PHS’s domain name is www.phs.vn
- 1.4 “**The Risk Statement**” means a statement of risks related to the use of Online Trading on this contract and/or on PHS’s website.
- 1.5 “**Securities**” means stocks are traded on Stock Exchanges
- 1.6 “**Username**” is the sequence of characters provided by the System and The Customer registered to use online securities trading services.
- 1.7 “**Password**” is a series of codes provided by PHS when The Customer registered using the online securities trading service, The Customer has responsible for changing password regularly and continuously to secure their information.
- 1.8 “**Trading password**” is the number of digits which is random generated by the system, will be provided when The Customer registered to use services online stock trading. Trading password can be changed by The Customer, The Customer is responsible for filling out this series when he/she/they placed orders into the online trading system to enhance security to the transaction.

- 1.9 **"Electronic Order"** mean data message which records data about a trading order and use **Online Utilities** (if any), of which The Customer or Authorized party of The Customer has placed via the data System at a specific time when only that The Customer is able to access such system via an Username and password. Electronic Order is a proof of The Customer's order transaction confirmation.
- 1.10 **"Online Utilities"** means the online utility which company provides to The Customer at present and in the future, such as the utility of Cash Advance for selling matched stocks; Dividend Advance; online money transfer service, and other utilities will be notified by PHS to The Customer from time to time.
- 1.11 **"Cash Account"** means the cash account opened at the Bank connected with PHS, or another account provided by The Customer and registered in PHS.
- 1.12 **"Cash Advance"** means the amount equivalent to the pending amount of stock selling/ dividend, and PHS advances to The Customer, and will be transferred to the Cash Account of The Customer when The Customer makes the advance order successfully and they must pay an Advance fee.
- 1.13 **"Service Fee"** is the general fee that The Customer must pay PHS from using Online Utilities.
- 1.14 **"Advance Fee"** means the fee The Customer must pay PHS in each times when The Customer uses cash advance of selling stock.
- 1.15 **"Force Majeure"** mean the event in which PHS cannot fix the damage quickly as sudden fires, earthquakes, emergency decisions of government, riots, strikes, or other emergency beyond the control of PHS.

Article 2: Use Online Securities Transaction Service

- 2.1 By this Agreement, PHS agrees to provide and The Customer agree to meet the conditions specified by PHS to use the Online Securities Transaction Service and Online Utility existing at present or formed in the future.
- 2.2 The Other Online Utilities announced by PHS depending on the time in the future. The Customer understands that upon signing this Agreement, means The Customer is entitled to use all services and utilities in present and the future if The Customer meets all the service conditions issued by PHS, and in this case, The Customer does not need to sign other new Agreement, and the Agreement is automatically valid.

Article 3: Services fee

- 3.1 Upon on the needs of The Customer from time to time, he/she/they may use one or all of the Online Utilities provided by PHS and shall pay the Service Fee. Service Fees include many fees, such as Advance Fee and other fees incurred in the future, such as money transfer fee ... Company will decide the fees and will adjust as the appropriate time to time and will notice to The Customer.
- 3.2 The Customer agrees to authorize, irrevocably in all cases for Company automatically extracted, transferred, deduct from the securities transaction deposit accounts in order to recover the advance amount, fees and others financial obligation of The Customer.

Article 4: Time of providing Online Securities Transaction Service

- 4.1 PHS provides Online Securities Transaction Service continuously and consistently with the time of securities trading regulated by the State Securities Commission and the legal Stock Exchange.
- 4.2 In case, System at PHS should shut down for repairs and maintenance, or shut down at the request of the State Securities Commission, the legal Stock Exchange, or/and other competent State agencies, PHS will notify The Customer through PHS's website and / or send email, fax, phone, message and/or other agreed methods to The Customer.

Article 5: Confidential

- 5.1 The Customer is responsible for security information such as username / password; trading password; purchase orders, order of support trading, and other Orders.
- 5.2 Where The Customer finds out the security information above is no longer under his control, shall notify PHS timely. If The Customer does not notice that the voluntary process, resulting in damage, The Customer must be bear responsible.
- 5.3 PHS is responsible for repairing the breakdown, security and storage of The Customer's information, is not entitled or permitted to disclose to third parties unless required of competent State agencies. Where The Customer forgot or lost Username / Password, PHS is obliged to restore.

Article 6: Risks

To avoid misunderstandings, and avoid later disputes, The Customer using the Online Securities Transaction Service will understand the risks arising from it as noted in the Risk Statement, and even for risks outside the predictable securities laws, and The Customer agrees to accept such risks.

Article 7: The Customer's Commitment and undertaking

- 7.1 The Customer has read, comprehended and complied with the instructions in the Online Trading Guiding announced by PHS from time to time, PHS does not assume any liability for damages arising from The Customer who fail to comply with above guiding.

- 7.2 Agrees that any action access/transactions to/on The Customer's account with the correct username and login password, trading password or other factors identified by PHS which provide to The Customer is considered accessible by The Customer.
- 7.3 Be liable for paying service fee and other fees as announced by Company from time to time.
- 7.4 The Customer makes commitment and ensure that The Customer has provided all the trusted information and will notify to PHS if any information changes. If The Customer does not notice the changing information and PHS send the information to the invalid address, or The Customer loses the benefit because of wrong information, The Customer himself must be responsible.
- 7.5 The Customer commits and ensures that The Customer will not use loopholes and errors from the Online Trading to get profits, or unintentional gain because of failure system, lead to the loss for PHS and/or the third parties; The Customer must be responsible under the current law.

Article 8: Company's commitment and undertaking

- 8.1 PHS does not have any commitments, guarantee or priority transfer, successful implementation the online transactions of any The Customer when using online trading services and / or performing online trading.
- 8.2 For online transactions where PHS's ability to control its notice signs of suspicious, unusual or invalid, PHS may refuse to perform or to verify, check before implementation.
- 8.3 Provide, guidance and support The Customer to use of Online Securities Transaction Service, and announced the new utilities and fees corresponding such services; quickly and promptly remedy the problem as soon as The Customer requires.
- 8.4 Storing Electronic Order, the electronic documents relating to transactions which The Customer makes, and make sure the evidence accessed and used for reference if necessary.
- 8.5 Prior notice to The Customer in the event of suspension, change, modification, maintenance of the system, or for the cessation of Online Securities Transaction Service in part or whole as required by the competent State agencies, or depend on the condition of PHS.
- 8.6 In the event of a breakdown of Internet, or system failure and make the Online Trading cannot be done, PHS shall inform as soon as possible on the website, or/ and notice at an order in place, the agents, branches and head-quarters of PHS and / or send email, fax, phone, message and/or other agreed methods for The Customer to promptly carry out securities transactions through brokers of PHS.

Article 9: Immunity from liability

- 9.1 PHS is immunity from liability to the risks is recorded in The Risks Statement, and/or The Customer accepts the risks and/ or unpredictable risks by Company and applicable law.
- 9.2 Within three (3) day, from the date of The Customer using one among the Online Securities Transaction Services, if The Customer does not appeal, dispute, PHS will be immunized from liability for that services.

Article 10: Dispute Resolution

Any disputes between the Parties arising out of or relating to or in connection with this Agreement will be resolved through negotiations. If the Parties fail to settle the disputes amicably within thirty (30) days of the date on which such disputes occur, any and all disputes arising out of or in connection with this Agreement shall be referred to competent court of Vietnam.

Article 11: The Risks Statement

The risks listed below are the risks associated with online trading has been received by the time of this Risks Statement was prepared. So this is not all of the risks that The Customer can meet during online trading period. This Risks Statement will be updated by PHS when new risks are identified. PHS requires The Customer updates the amendments and supplements of the Risks Statement at the same time with the changes, additions were announced on PHS's website.

The following risks that The Customer can meet during online trading period:

- Risks on hardware, software do not work or fails work of its function due to floods, fires, natural disasters, electrical, natural damages, acts of vandalism or fraud caused by human for orders cannot made, or made but not true to the original content orders;
- Risks on telephone lines or internet of provider meet technical incident or overload;
- Risks on handling orders equipments deactivated or slow operation due to obstruction by the number of orders exceeds the design capacity leading to orders of The Customer fail;
- Risks on orders of The Customer has sent so irrevocable and can create a immediately payment obligations or securities for The Customer;
- Risks on confirmation of the identifying information of The Customer (username, password, phone number, fax number, email address) cannot done leading to orders of The Customer is denied;

- Risks on information of stock prices or feedback on the receiving orders, trading on website is inaccurate due to latency leading to trading decisions of The Customer based on this information is skewed;
- Risks on identifying information of The Customer (username, password, phone number, fax number, email address) being appropriated by illegal tricks from third parties, then do the unintended transactions of The Customer on the account's The Customer;
- Risk on confidential information relating to The Customer or The Customer's transactions exposed to the outside in the process of sending and receiving information from PHS.

Article 12: Other Terms

- 12.1** This Agreement is governed and construed in accordance with the Law of Vietnam.
- 12.2** This Agreement takes effect from signing date. This Agreement is made in two (2) copies in English; each Party shall keep one (1) copy, this Agreement is an integral part of the Opening Trading Account Contract at PHS.
- 12.3** If any amendment or addition in Agreement, it will be made in writing by the Parties.
- 12.4** This Agreement shall terminate in the following cases:
 - (i) Opening Trading Account Contract to terminate;
 - (ii) PHS will send The Customer a prior written by three (3) days on the suspension or termination of this Agreement without the consent of The Customer;
 - (iii) Two parties agree to terminate this Agreement;
 - (iv) Event of Force Majeure.
- 12.5** All notices related to Online Securities Transaction Service, Services Fee, PHS will be expressed in PHS's website, and / or send email, fax, phone, message and/or other agreed methods to The Customer.
- 12.6** The registration and using of the Online Securities Transaction Service of The Customer does not dispense with the rights and obligations of The Customer is specified in the Opening Trading Account Contract, the related commitment which The Customer has signed and / or the conditions prescribed specific trading methods that has guided or public announced to The Customer by PHS.
- 12.7** The registration of the Online Securities Transaction Service does not dispense with the right of The Customer to trade securities through other methods which The Customer has registered at PHS.

IN WITNESS WHEREOF, Representative of the Parties will sign with recorded date on the first page of this Agreement.

CUSTOMER

(sign, full name)

PHU HUNG SECURITIES CORPORATION

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