



**CONTRACT FOR PROVISION AND USE OF SECURITIES TRANSACTION SERVICES**

**No.: HDDV/...../201.../FPTS**

**This Contract** is made on day ..... month ..... year 201... between

**Full name of individual/institution:**.....

ID/Business registration certificate number: .....

Date of issue: ..... Place of issue: .....

Contact address: .....

Telephone: .....Fax: .....

Mobile phone: .....Email: .....

**Only for institution:**

Legal representative: .....

Position: ..... Mobile phone: .....

ID/Passport number: .....

Date of issue: ..... Place of issue: .....

Securities transaction account number: 

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Hereinafter referred to as “**Customer**”

**And**

**FPT SECURITIES JOINT STOCK COMPANY (FPTS)**

Address: No. 52, Lac Long Quan Road, Bui Ward, Tay Ho District, Hanoi

Telephone: 84.24. 3773 7070 Fax: 84.24. 3773 9058

Legal representative: Mr. Nguyen Diep Tung Position: General Director

Authorized representative: Ms. Cu Anh Thu Position: Customer Service Director

Power of attorney No: 167-2017/QD/FPTS-FHR Dated Dec 18, 2017

Hereinafter referred to as “**FPTS**”

The two Parties hereby agree to sign the Contract for Provision and Use of Securities Transaction Services with the “Terms and Conditions of the Use of Securities Transaction Services” appended.

This contract shall take effect from the signing date.

**CUSTOMER**  
(Signature, full name)

**FPT SECURITIES JOINT STOCK COMPANY**  
(Signature, full name, seal)

## **TERMS AND CONDITIONS OF USE OF SECURITIES TRANSACTION SERVICES**

*(Issued on the word of the Decision No. 127-2017/QĐ/FPTS-FHR dated November 7, 2017 of the General Director of FPT Securities Joint Stock Company)*

### **Article 1: SECURITIES TRANSACTION SERVICES**

- 1.1 Securities transaction services are the services provided for the Customer by FPTS, including but not limited to opening securities transaction account, placing orders to buy and/or sell securities, depositing securities, exercising securities-related rights, performing treasury share transaction, etc. and any other services or utilities that FPTS provides the Customer at the present time and in the future.
- 1.2 Securities transaction services FPTS provides customers may be changed from time to time. Once signing the Contract for Provision and Use of Securities Transaction Services, the Customer shall be entitled to use every utility of FPTS on condition that he/she meets conditions for such utility specifically.
- 1.3 The Customer may perform securities transactions with the following methods:
  - Place transaction orders at FPTS transaction offices;
  - Place transaction orders via telephone;
  - Place transaction orders online via electronic means according to prevailing laws and regulations of FPTS;
  - Place transaction orders with other methods approved by FPTS and not prohibited by laws.

### **Article 2: ONLINE TRANSACTION SERVICES**

- 2.1 Online transaction services refer to the services of FPTS that enable the Customer to use electronic means to perform securities transactions. Electronic means are, including but not limited to, internet, internet-based applications, landline telephone, mobile phone, fax machine, SMS message, and other electronic means legally in use;
- 2.2 Login name refers to a free character sequence provided by FPTS and used by the Customer for online transaction services;
- 2.3 Password refers to a code sequence provided by FPTS and used by the Customer for online transaction services. The Customer is required to make frequent password changes to ensure information confidentiality;
- 2.4 Token Card is an electronic user authentication device for transaction securities via telephone and internet at FPTS. The Token Card is a highly reliable replacement for the traditional username/password method. When he/she uses the Token Card, the Customer is to certify to have read carefully and comply with the Regulation Management and Use of Token Card issued by FPTS. This Regulation is an inseparable part of the Contract for Provision and Use of Securities Transaction Services and is announced by FPTS at its business locations and on its official website: <http://www.fpts.com.vn>. FPTS reserves the right to amend and/or supplement the Regulation Management and Use of Token Card at any time. The new Regulation Management and Use of Token Card will be applied in place of the old one and become an inseparable part of the Contract for Provision and Use of Securities Transaction Services signed between the Customer and FPTS without the consent of the Customer;
- 2.5 The Customer is responsible for protecting the confidentiality of login name, password and/or Token Card used for online transactions and other identity factors (if any) as well. FPTS is privileged to understand without having to have any verification of transactional and support requirements in the process by accessing with login name, password and/or Token Card and other identifiers (if applicable) as executed by such Customer. In the event of having/being suspected of having password and/or Token Card lost or revealed, the Customer, in addition to applying necessary measures at his/her effort to limit potential risks, is supposed immediately notify FPTS of the case. The Customer agrees and accepts to bear any damage, loss and/or damages occurred in case login name, password and/or Token Card are revealed to a third party in any intentional or inadvertent form, and also totally accepts to bear full responsibility for all impending or completed transaction(s) prior to the time FPTS has a confirmation in writing to the receipt of the Customer's notification on revelation/loss of login name, password and/or Token Card as well as other identity factors (if any).
- 2.6 Potential risks that the Customer may take in the process of executing online transactions are identified by FPTS and clearly expressed in the Risk Statement of FPTS. The Risk Statement is an inseparable part of the Contract for Provision and Use of Securities Transaction Services and is announced at FPTS business locations and on its official website <http://www.fpts.com.vn>. The Customer is required to read the Risk Statement to comprehend risks he/she may take in the process of executing online transactions. New risk(s) identified after the announcement of this Risk Statement shall be updated at the addresses herein. The new Risk Statement shall effectively replace the old one and become an inseparable part of the Contract for Provision and Use of Securities Transaction Services signed between the Customer and FPTS without the consent of the Customer.

### **Article 3: ADVANCE OF PROCEEDS OF SECURITIES SOLD AND CASH DIVIDENDS**

- 3.1 Advance of proceeds of securities sold is a service that FPTS supplies to the Customer opening cash account for securities transaction at FPTS. With this service, immediately after selling order is executed, remaining selling proceeds (after temporarily deducting transaction fee, tax, margin loan payment,...) will be automatically added to available cash for the Customer to use. At the end of each transaction day, FPTS' system will automatically create an advance transaction relevant to the amount that the Customer actually used and exceeded available cash without the need of executing advance procedures.
- 3.2 Advance of cash dividend is an online service that FPTS provides to the Customer opening securities transaction accounts at FPTS. With this service, after the Issuing Organisation and the Vietnam Securities Depository guarantee cash dividend payment to shareholders, the Customer can place an order for advance payment of cash dividends online via FPTS website: <http://www.fpts.com.vn>. After the customer has successfully placed the advance order, the advance value will be automatically added to the cash balance on the account of the Customer.
- 3.3 By using this service, the Customer agrees to allow FPTS to automatically withhold selling proceeds/cash dividends to take back the amount to which FPTS has advanced the Customer plus the relevant advance interest based on the interest rate set by FPTS.

#### **Article 4: ODD-LOT TRANSACTION**

- 4.1 Odd-lot transaction forms when the Customer places an order to sell shares in odd lot and FPTS accepts to buy such shares via order-placing methods FPTS provides for the Customer;
- 4.2 Odd-lot payment is established when FPTS conducts professional procedures with the Vietnam Securities Depository and settles the payment into the securities transaction account of the Customer after the Vietnam Securities Depository had approved the odd-lot transaction;
- 4.3 Transfer price of the odd-lot shares will be determined at the time the Customer places the order to sell shares in odd lot and observes regulations of Stock Exchanges and FPTS;

#### **Article 5: TIME, LIMIT OF SERVICES PROVISION**

- 5.1 The period of validity of services provision is specifically stipulated by FPTS in transaction instruction documents and may be changed from time to time by FPTS.
- 5.2 In using FPTS's services, the Customer naturally agrees that FPTS may set one or more limits to the use of services. FPTS reserves the right to set and change limits to the use of services from time to time.

#### **Article 6: SERVICE TARIFF**

- FPTS reserves the right to collect and change the fees/charges. Any change(s) to the Service Tariff is announced at the FPTS business locations and the FPTS official website <http://www.fpts.com.vn> prior to the validity.

#### **Article 7: OBLIGATIONS OF CUSTOMER**

- 7.1 The Customer is understood to have read all regulations and instructions on online transaction services and to have been aware of all risks that may arise. The Customer naturally accepts all losses, damage or risks that may occur from the use of securities transaction services of FPTS, from system errors or any other third party whilst not demand FPTS for any compensation for damage that arises;
- 7.2 The Customer is understood to have read all regulations and instructions on online transaction services and to be aware of all risks that may arise. The Customer naturally accepts all losses, damage or risks that may occur from the use of online transaction services of FPTS, from system errors or any other third party whilst not demand FPTS for any compensation for damage that arises;
- 7.3 The Customer is obliged to strictly follow all regulations and instructions of FPTS and the law;

#### **Article 8: OBLIGATIONS OF FPTS**

- 8.1 FPTS is obliged to provide the best securities transaction services and shall make reasonable efforts to minimize risks that the Customer may face;
- 8.2 FPTS is obliged to provide the best online transaction services and shall make reasonable efforts to minimize risks that the Customer may face. In case of transmission faults or system faults that may result in the failure of online transactions, FPTS shall make an official notice on its official website [www.fpts.com.vn](http://www.fpts.com.vn) and/or make an official announcement at FPTS business locations so as to notify the Customer and carry out securities transactions via other means of transaction;
- 8.3 FPTS is obliged to handle transaction requests of the Customer in accordance with the law and contents of agreements signed between the Customer and FPTS;
- 8.4 FPTS reserves the right to reject transactions of the Customer or make a check before it handles if FPTS sees any illegibility or abnormality in the order(s) of the Customer.

#### **Article 9: CESSATION OR TERMINATION OF SERVICES**

- 9.1 FPTS shall hold the right to suspend or prematurely terminate securities transaction services and online transaction services for the Customer when it notifies the Customer three days in advance;
- 9.2 FPTS shall hold the right to suspend or prematurely terminate securities transaction services and online transaction services when the Customer breaches contents of the "Terms and Conditions of the Use of Securities Transaction Services" hereof;
- 9.3 The Customer shall hold the right to request for the termination of services at any time on condition that such termination complies with FPTS's regulations and is approved in writing by FPTS;
- 9.4 The provision of securities transaction services and online transaction services will be automatically terminated when the Securities Transaction Account Opening Contact is terminated for any reason.

#### **Article 10: GENERAL PROVISIONS**

- 10.1 The Customer hereby certifies to have studied, understood and had explicit instructions on methods, procedures and modes of performing securities transactions and online securities transaction at FPTS and also have read, understood, agreed and obliged to comply with this Contract for Provision and Use of Securities Transaction Services;
- 10.2 "Terms and Conditions of the Use of Securities Transaction Services" is an inseparable part of the Contract for Provision and Use of Securities Transaction Services signed between the Customer and FPTS;
- 10.3 FPTS reserves the right to change and supplement the "Terms and Conditions of the Use of Securities Transaction Services" at any given time. The latest update announced by FPTS at its business locations and on its official website <http://www.fpts.com.vn> shall prevail over older updates and become an inseparable part of the Contract for Provision and Use of Securities Transaction Services signed between the Customer and FPTS without the consent of the Customer.

**RISK STATEMENT**

(Appended to Contract for provision and use of securities transaction services)

*(Issued with Decision No. 20-2018/QD/HDQT/FPTS dated 1st March 2018)*

FPT Securities Joint Stock Company (FPTS) receives the Decision No. 98/QD-UBCK dated 29<sup>th</sup> January 2016 of the State Securities Commission of Vietnam on approval of registration for online securities transaction services for investors.

Investor using online transaction services at FPT Securities Joint Stock Company (FPTS) is required to read, comprehend and accept the benefits of the services as well as the risks stated in this Risk Statement.

**I. PURPOSE:**

This Risk Statement is created to inform the Investor of the benefits of online securities transactions and the potential risks arising from the process of securities transactions, which are identified by FPTS before the announcement of this Statement. This Statement will be updated by FPTS whenever new risk(s) are identified and the Investor will be required to update new changes immediately when FPTS announces the updated Statement on its electronic information website, <http://www.fpts.com.vn> and its online securities transaction website <https://eztrade.fpts.com.vn>. The Investor is solely responsible for the transactions chosen and done with FPTS.

**II. CONTENT:****1. Benefits:**

- Diversified and synchronous services meet all online transaction demands of the Investor;
- Transaction system convenient for transactions anytime and anyplace helps the Investor reduce time and expense;
- Transaction system powered by modern equipment and advanced technology is capable of serving a large number of Investors;
- The website using Secure Sockets Layers (SSL) protocol is certified by world-trusted certification authorities (CA), thus ensuring the security of access data and transmitted data.
- Online transactions are secured by two-layer passwords: One is login password and another is transaction password (Transaction password is automatically generated by user-authentication device called Token Card).

**2. Risks that the Investor may take in the process of executing online transactions:**

- Hardware system errors, software inoperativeness or malfunction caused by factors of force majeure such as flooding, fire, Act of God, electrical circuit, natural breakdown, etc.;
- Risks of network interruptions caused by transmission lines of internet service providers break down or overload; orders may be suspended, stopped or postponed or contain data errors.
- The system which may be infected with viruses, attacked or affected by incidents out of control of FPTS that may delay communications causes failures in online transaction processing or execution for the Investor;
- The identification of the Investor may be mistaken or erred because identification information of the Investor (username, password, telephone number, fax number, email address) is appropriated by a third party with illegal acts or tricks.
- Stock quotes and other securities information may be erroneous, incorrect or inconsistent because of incidents out of control of FPTS
- When a transaction order is submitted by the Investor, it cannot be taken back and may result in an immediate obligation of cash payment or securities payment since online transactions on the FPTS system are automatically processed and executed.

**3. Disclaimer:**

- FPTS shall take no responsibility for the revelation of login password and transaction password, or the loss or misplacement of user authentication device - Token card. In case Investors learn that login password and transaction password, orders are placed by unauthorized persons or Token card is lost or misplaced, please immediately notify FPTS for timely solution;
- Transactions made by the Investor via electronic transaction sites of FPTS are processed and executed automatically or implicitly at the time of being entered the FPTS system. FPTS implicitly confirms that all online transactions submitted by the Investor to FPTS are correct and made by the Investor. Therefore, FPTS shall accept no liability for any damage in connection with transactions the Investor executes at FPTS.

**4. FPTS's commitments**

FPTS is committed to providing best services for the Investor and minimizing risks caused by technical failures

Thank you very much for trusting and choosing online transaction services at FPTS.

**GENERAL DIRECTOR**

**(Signed)**

**NGUYEN DIEP TUNG**