



**INTERNET SERVICES AGREEMENT**

This Internet Services Agreement is made:

**BY AND BETWEEN:-**

- (1) **RHB Securities Vietnam Company Limited**, having its registered office at Level 15 , IDMC My Dinh Building, No 15 Pham Hung Street, My Dinh 2 Ward, Nam Tu Liem District, Ha Noi, Viet Nam (“the Company”) of the one part; and,
- (2) Mr/Miss:.....  
ID Card:.....  
The normal share trading account No:.....  
E-mail Address:.....

(hereinafter shall be referred to as “**the Customer**”)

**WHEREAS:-**

- (A) The Company has launched the Internet Services as set out in Clause 2;
- (B) The Customer is a client of the Company and has registered for the Internet Services;
- (C) The Company has offered the internet services to the customer and the customer is desirous of assessing and utilizing the internet services, subject to the terms and conditions hereinafter set forth and such other terms and conditions stipulated in [www.vnsec.vn](http://www.vnsec.vn) (as amended from time to time), as may be applicable for the internet services;

**NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:-**

**1. DURATION**

This Agreement shall be effective from the date of this Agreement, which shall be the date upon which the Customer accepts this agreement and shall continue indefinitely unless terminated by either party in accordance with Clause .....hereof.

**2. SCOPE OF INTERNET SERVICE**

2.1 The Company shall provide the following Internet Services to the Customer via on-line:-

- a. Access to real time live quotes of the Exchanges;
- b. Facilities for the Customer to give place instruction for the purchase, sale and modification of trades (as permitted by the Exchanges);
- c. Access to key market indicators;
- d. Access to news and information;

- e. Access to customer account information;
- f. Access to research materials; and
- g. Such other services available to a "client" of the Company

2.2 The Company may from time to time vary the scope of the Internet Services without giving any notice thereof to the Customer. Any variation shall not in any manner affect the other terms and conditions of this Agreement. The Customer hereby agrees that his or her continued use of the Internet Services following the variation of the scope of services constitutes his or agreement to such variation or modification.

### **3. MANDATE**

The Company is hereby irrevocably authorized to act on all instructions of the Customer received by the Company through the Internet Services and the Customer shall be liable for and indemnify the company for such instructions.

### **4. NO GUARANTEE OR WARRANTY**

- 4.1 The customer expressly agrees that the Internet services are provided on an "as is" basis. The Company does not represent, warrant (whether express or implied) or guarantee the accuracy, completeness, timeliness, or correct sequencing of the Internet Services and any information provided there under and the Customer acknowledges that there may be delays (particularly as delays may be caused by inherent hazards of electronic), omissions or inaccuracies in relation thereto.
- 4.2 The information made available to the Customer from the Internet Services is provided solely on the basis that the Customer will be responsible for making his or her own assessment on the matters discussed and the customer is advised to verify all relevant information and obtain independent legal advice before acting on any information contained in the Internet services or in site referred to in Recital C hereof. The Company shall not be responsible for any decision made or action taken by the Customer in reliance upon the Internet Services and anything there under.
- 4.3 The Company acknowledges that while certain information provided through the Internet Services has been independently obtained by the Company through sources the Company believes to be reliable, the Customer agrees that such information has been provided for his or her convenience only and are not to be taken in substitution for the exercise of care, due diligence and judgment on the Customer's part. In particular, the Company accepts no liability whatsoever for any direct or consequential loss arising from the use of information provided by the Internet Services
- 4.4 In providing the Internet services to the Customer, all warranties and obligations implied by the law are hereby excluded to the fullest extent permitted by the law.

### **5. LIMITATION OF LIABILITY**

The Customer hereby agrees as follows:-

- 5.1 the Company shall not be liable to the Customer or any party having access to the Internet Services for any claims, demands, losses, penalties, liabilities, costs, actions and/or expenses suffered and/or incurred by the Customer or the other party in connection with and/or arising from this Agreement or the use of the Internet services, including without limitation as to any liability with regard to the content and any action resulting from the participation in any discussion forum provided under the Internet Services, even if the Company had been advised of the possibility of such claims, demands, losses, penalties, liabilities, costs, actions and/or expenses.

- 5.2 the Company shall be liable for any claims, demands, losses, penalties, liabilities, costs, actions and/or expenses suffered and/or incurred by the Customer arising from and/or in connection with the causes not within the Company's control, including but not limited to interruptions due to internet connectivity, equipment failure, loss of power, unauthorized access, theft, strikes and other labor problems.
- 5.3 any liability of the Company to the Customer arising from and/or in connection with the Internet Services that is not excluded by this Clause 5.1 and 5.2 and the above clause 4 howsoever arising whether in tort, contract or otherwise will not exceed the relevant monthly service fee, if any paid by the Customer for the use of the Internet Services hereunder.

## **6. PROPRIETARY RIGHTS**

The customer agrees that the Internet Services and anything provided there under are the property of the Company or the Company's sources as the case may be. The Customer agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Internet Services and anything provided there under in any manner whatsoever without the prior written consent of the Company nor use the Internet Services and anything provided there under for illegal purpose.

## **7. CUSTOMER'S UNDERTAKING**

- 7.1 The Customer undertakes that it shall not, and shall not attempt to tamper with, modify, decompile or otherwise alter in any way whatsoever the Internet Services and anything provided there under.
- 7.2 By accessing the Internet Services, the Customer undertakes that he or she:
  - a. has read, understood and agree to comply with all the terms and conditions of this Agreement
  - b. is not in breach or violation, and shall not take any action that may cause the Company to be in breach or violation of the law

## **8. CUSTOMER'S SOLE RISK**

The Customer agrees that:-

- 8.1 the Internet Services and anything provided there under shall constitute or be construed as an offer, invitation or solicitation to buy or sell any securities
- 8.2 All orders made by the Customer through the Internet Services are made at the Customer's sole risk
- 8.3 the Internet Services shall be solely for the Customer's own purpose and shall not be extended for use by third parties
- 8.4 the Customer shall notify the Company not later than twenty-four 24 hours from the time the Customer becomes aware of the existence of any of the following:-
  - a. any loss or theft of its user identification, password and/or account number
  - b. any unauthorized use of any of its user identification, password and/or account number
  - c. any unauthorized use of the Internet Services or anything provided there under
  - d. any failure by the Customer to receive a message through the Internet Services that an order made by the Customer through the Internet Services has been received and/or executed; or
  - e. any receipt of confirmation of business done in relation to an order which the Customer did not place, or any similarly inaccurate or conflicting report or information

**9. COFIDENTIALITY**

- 9.1 The Customer will be responsible for the confidentiality and for the use of the Customer's user identification, password and account number. The Customer accepts responsibility for all orders and all other information entered through and under its user identification, password and account number and any orders and other information so received by the Company will be deemed to have received from the Customer.
- 9.2 Immediately after placing an order, the Customer agrees to review the business done to ascertain that the said order was correctly received by the Internet Services and that a transaction reference has been issued.

**10. FEES**

As consideration for the Customer's access and utilization of the Internet Services hereunder, the Customer agrees to pay the service fees to the Company, if any, at the sum as notified by the Company to the Customer from time to time, within fourteen days from the date of the Company's invoice or any other specified date as may be determined by the Company

**11. CONTINUING SECURITY ON ASSETS**

The Customer agrees that the Company shall have continuing security interest on the monies or securities in the customer's account to secure timely payment of all sums owed by the Customer to the Company hereunder and that the Company shall at liberty to use or dispose such monies or securities in whatsoever manner to secure or satisfy the full payment of such overdue sums.

**12. RESTRICTION IN USE OF SERVICES**

- 12.1 The customer shall not be entitled to use the Internet Services hereunder if there are any restrictions in the Customer's account imposed by the Company or by any lawful authorities.
- 12.2 The Company shall not be responsible for any failure by the Company to gain access to the Internet Services arising out of any restrictions imposed on the Customer's account.
- 12.3 Access to the Internet Services may be limited or unavailable during periods of peak demands, market volatility, system upgrades, and maintenance or for other reasons. If the Internet Services are unavailable or delayed at any time. The Customer agrees to use alternative means to place his orders such as calling the Company's representative or visiting its office. The Company will not be liable to the Customer if the Customer is unable to access his account information or request a transaction through the Internet Services for any of the said reasons.

**13. DEPOSIT**

- 13.1 The Customer shall place a full payment upfront prior to the execution of any transaction through the Internet Services.

13.2 The Company shall not be held responsible or liable for any failure by the Customer to gain access to the Internet Services arising out of the Customer's failure, refusal or delay to place such deposit.

#### **14. INDEMNITY**

The Customer hereby agrees that it shall indemnify and keep the Company indemnified against any claims, demands, penalties, losses, liabilities, costs and/or expenses (including but not limited to solicitor's fees) arising from and/or in connection with this Agreement. This obligation to the indemnity to the Company shall survive the termination of this Agreement.

#### **15. TERMINATION**

15.1 The Company may at any time forthwith terminate the Agreement without any notice to the Customer and the Company shall not be liable to the Customer for any claims, demands, penalties, losses, liabilities, costs, actions and/or expenses suffered and/or incurred out of such termination, save and except that the Company shall refund on a prorated basis the monthly service fee, if any which has been paid to the Company by the Customer in respect of the unexpired period.

15.2 The Customer may terminate this Agreement by giving written notice to the Company whereupon the Company shall within seven (7) days from the receipt of the said notice, do all that is necessary to effect the said termination.

#### **16. VIRUS**

16.1 The Company shall not be responsible or liable for any claims, demands, penalties, losses, liabilities, costs, actions and/or incurred by the Customer arising from and/or in connection with any computer virus contracted by the Customer's computer system whilst accessing or utilizing the Internet services or downloading anything provided there under.

16.2 The Customer shall forthwith notify the Company of any computer virus affecting the Customer's computer.

#### **17. CUSTOMER'S ACKNOWLEDGMENT, REPRESENTATION AND WARRANTY**

17.1 The Customer acknowledges that in providing the Internet Services, the Company has relied on the Customer's agreement to be bound by the terms of this Agreement.

17.2 The Customer represent and warrants that he or she is legally capable of entering into and performing his obligations under this Agreement and that he is of sound mind, competent and is not under any form of legal action instituted by third parties.

#### **18. DETAILS**

18.1 The Customer confirms that the Customer's details as stated in the "Registration Form" are true and complete and the Company shall be entitled to rely on the Customer's details on the normal trading account in the event there is a need to obtain additional personal details that are not contained in the said "Registration Form".

18.2 The Customer hereby acknowledges that the Company in sending correspondences or contacting the client in respect of the Internet Services shall rely on the contact details as

stated in the Registration form. In event there are any changes in the clients contact details for the Internet Services, the normal trading account or any other account maintained with the Company, the Customer shall be responsible in giving a written instruction to the have the contact details updated by the Company.

**19. Amendments**

Unless stated otherwise herein, this Agreement may be amended by the Company upon notice in writing to the Customer.

**20. Account Opening Form**

In the case of Internet Services, where the Customer intends to trade in securities through the Internet Services, the Customer confirms that the Customer will, if not already done so, execute the "Application to Open a Normal Trading Account" form with the Company.

**21. NOTICES**

Any notice to be given by either party hereunder shall be in writing and shall be deemed sufficiently served:-

- 21.1 In the case of a hard copy delivered in person, upon written acknowledgement of receipt by the other party or authorized officer thereof;
- 21.2 In the case of posting, within 7 days after the date of posting;
- 21.3 In the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following such transmission;
- 21.4 In the case of email or all other forms of electronic messaging, two (2) hours after the transmission is sent provided that the sender has not received any notification that the e-mail has not reached the intended recipient;
- 21.5 In the case of information keyed –in online, upon the information being keyed-in by the party.

**22. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Vietnam including but not limited to the rules, regulations, directives, guidelines and circulars of the Exchanges, Vietnam Securities Depository Center and State Securities Commission as the same may be amended from time to time, and all disputes between the parties which could not be settled amicably shall be referred to the Vietnamese Courts.

**23. SEVERABILITY**

If any provision of this Agreement is rendered invalid, illegal or unenforceable in any respect, such invalidity or illegality or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been herein provided for or this Agreement shall be construed with provisions which come close to expressing the intention of the invalid, illegal r unenforceable provision.

**24. AGREEMENT**

- 24.1 The Customer agrees to be bound by any affirmation, assent or agreement transmitted by the Customer through the Internet Services accessed by computer, including but not limited to any consent given by the Customer to receive communications from the Company solely through electronic transmission.
- 24.2 The Customer hereby agrees to use the Internet Services only in accordance with this Agreement. The Customer also agrees to abide by any rules, procedure, standards, requirements or conditions established by the Company regarding the use of the Internet Services or electronic communication facilities that the Company make available.
- 24.3 The Company shall maintain the Customer's information in confidence and may only disclose such information to its immediate legal and financial advisers and auditors as may be required in the ordinary course of its business or when required by a relevant authority, provide however, that the Company may use and disclose the information where such information is aggregated with other data in a manner which does not reveal customer-specific data.

Date:.....

**ACCOUNT'S HOLDER**  
(Signed and sealed )

**PART FOR RHB SECURITIES VIETNAM COMPANY LIMITED**

Date:.....

**Dealer**

**General Director**

Username (Online) :.....  
Matrix Card: :.....