

ONLINE TRADING – iDragon – TERMS OF USE

Article 1: GENERAL AGREEMENT

The contents of the Conditions and Terms below, the Online Trading Services Registration forms and the Securities Transaction Account Opening Form constitute the contract of service between RongViet Securities and its clients. Upon such contract, RongViet clients have the right to carry out transactions within limits of the services provided or the limits of transaction value established by RongViet Securities.

Clients shall read the terms and conditions carefully before using the services.

By signing in the Service Registration Form and/or using services provided by and/or conducting transactions with RongViet Securities, both the client and RongViet agree to comply with the terms and conditions.

Article 2: TERM DEFINITIONS

1. “RongViet” is RongViet Securities Corporation, headquartered at Viet Dragon Tower, 141 Nguyen Du, Ben Thanh Ward, District 1, Ho Chi Minh City, Vietnam and operating under Business Registration No.32/UBCK-GPDKKD, issued by the State Securities Committee on December 21st, 2006.
2. “Client” refers to an individual or institutional client who have opened a Securities Transaction Account, subscribed to RongViet online trading services and been provided the account number by RongViet.
3. “Service” refers to the online trading service in which RongViet provides utilities and allows client to conduct one or more transactions using different telecommunication services.
4. “Transaction(s)” refers to any online securities trading activity (activities) including the buying and selling shares, cash and stock balance inquiry and other features provided by RongViet.
5. “System” is the online trading system provided by RongViet Securities, which allow its clients to execute transactions including but not limited to programs, utilities and applications downloadable or installable from <http://online.vdsc.com.vn> and the telephone and fax system.
6. “Online application” includes one or more of the following: RongViet website, software for personal computers and mobile phones and other telecommunication device accepted by RongViet in each period.
7. “Login password” refers to the password used to identify each client; a successful login into the system is equivalent to the client’s presence at RongViet counter.
8. “Trading password” is the password to buy/ sell/ cancel/modify security trading orders. All transactions after the entering of the correct transaction are equivalent to transactions executed and approved by signature at RongViet counter.
9. “Order form” is the accepted document, provided and approved by RongViet, to confirm a transaction.

Article 3: CONTENT OF AGREEMENT

1. Scope of services:
 - Information lookup: Investment and market information.
 - Order placement, cash and stock balance inquiry, Transaction results, etc.
 - Transaction reports.
2. Means of service supply

The means of service supply includes but is not limited to:

- Software and applications for order placement, software and applications downloadable via internet from RongViet website.
- Telephone.
- Fax.
- SMS.

Article 4: TIME OF SERVICE SUPPLY

1. The time periods in which orders are accepted are specified in RongViet trading guideline.
2. The time of suspending service supply due to system maintenance shall not occur during the official trading time.

Article 5: TRADING

1. After service registration has been approved, the Login password and the Trading password shall be provided to the client.
2. The client shall be able to execute orders after a successful login. The Login password shall be required to log into the trading system.
3. The System shall monitor each transaction to ensure compliance with RongViet's rules and the laws and regulations governing transactions in Vietnam stock market. Only valid transactions shall be submitted to the system of Stock Exchanges for execution.
4. RongViet does not commit to or guarantee the success or prioritize the submission of orders placed by any client of this service.
5. In the event that RongViet, within its monitoring capacity and responsibility, deems a transaction to be invalid, suspicious or deviant from market norms, it has the rights to refuse execution or require scrutiny of the said transaction prior to execution.

Article 6: TRANSACTION EVIDENCE

1. By registering for and/or using the services in the System, client agrees to authorize RongViet to execute the transaction(s) by his demand and to retain full responsibility with such authorization. The client shall commit not to revoke the service supply or protest against any losses arising from this authorization.
2. Transaction through the System is legally-bind and the client is held accountable without the requirement of any documents.
3. Historical records of account login and transactions compiled by RongViet are considered as legitimate evidence of the client's transactions.
4. Records of order placement/cancellation/modification in the System generated at the time the client executes such transactions are considered to have equal legal value and validity as Order Form that would be submitted when the client places orders directly at RongViet counter.

Article 7: CONFIDENTIALITY

1. Client is responsible for keeping confidential information related to their trading in the stock market, including but not limited to passwords and account information. Client shall be held accountable for losses and risks resulting from failure to maintain confidentiality. Upon the discovery of any breach of informational confidentiality, client shall inform RongViet immediately and follow RongViet's instructions in resolving the matter.
2. Unless required by the state authorities, RongViet has responsibility to maintain the confidentiality of client personal and transactional information and shall not provide such information to any third party without permission from the client.

Article 8: LIMITATION OF USING SERVICES

1. By using the services, client understands and agrees that RongViet is able establish one or more limits to the use of such services.
2. RongViet maintains the right to apply, hanging the content, form, quantity and value of the limits against the use of services it provides. Such limits include but are not limited to the maximum value of each transaction, maximum trading value in each trading session or trading day for each client.

Article 9: FEE SCHEDULE

1. When using service, client understands and agrees that RongViet can determine one or more fee schedule for using services. The fee schedule is announced before client registers to use the services.
2. RongViet reserves the rights of deciding and changing the content, form and level of fee for service using fee in different period of times. The fees include (but not limit): annual fee, trading fee for each type of client.

Article 10: DISCLAIMER

RongViet shall not be held accountable for any losses arising from:

- Delays in the provision of information by the client, incompleteness or inaccuracies of the provided information that result in a failure to execute the transactions.
- A fault of a third party, including RongViet's partners, in providing services, technical instruments related to the services.
- Errors, malfunction of the System or any technical instruments, even rejection of passwords by the System for any reasons.
- If RongViet fails to perform or delays in the performance of its responsibilities due to the malfunction of technical instruments, errors in the processing of data, telecommunication information, natural disasters or any other factors beyond RongViet's control or due to the subjective cheat and fraud.
- The client and RongViet shall not be held fully or partially accountable for any failure of performance of any responsibilities under this Agreement due to force majeure events and/or occurrences specified by the governing laws and regulations.

Article 11: THE CLIENT'S UNDERTAKINGS

1. Undertake to read carefully, understand clearly and comply with the Terms and Conditions of using RongViet's online trading services and the amendments (if any) in each period.
2. Provide all personal information necessary for the performance of transaction and inform RongViet in a timely manner after any changes. The client is held fully accountable for the provided information.
3. Pay full amount services fees and other expenses in accordance with the fee schedule published by RongViet in each and every period.
4. Understand the presence of potential risks in online trading as the result of technical errors or third parties. For example:
 - Order placement via Internet: there is a potential risk of connectivity because of which RongViet may not receive the client's order; confidential information may be hacked.
 - Order placement via telephone center: there is a potential risk of transactional errors by RongViet's staff leading to unwanted investment results.
 - Order placing via SMS: There is a potential risk of errors in the SMS system because of which the client may not receive the report of transaction results from RongViet.

The Client shall accept any risks, losses or damages from the use of this online trading service.

Article 12: RONGVIET'S UNDERTAKINGS

1. Manage the client's trading information in accordance with the governing laws and regulations.
2. Provide, instruct and support the client in the use of services and disclose the fee schedule.
3. Inform client in a timely manner and exert efforts to fix any issues that may interrupt the provision of services or reduce service quality.
4. Compensate for losses due to RongViet's fault in accordance with the governing laws and regulations.
5. Inform the client in the event of discontinuation/temporary halt/ interruption/change /modification/full or partial replacement of the services or change in the terms of the Agreement to comply with the governing laws and regulations.

Article 13: AMENDMENT, IMPLEMENTATION, END OF AGREEMENT

1. RongViet reserves the rights to amend, implement any articles of the Terms and Conditions, service limits and fee schedule in each period without the client's prior agreement. RongViet shall notify the client of such amendment and/or implementation along with relevant information via public media or the client's registered email. RongViet shall not be held accountable in the event that client does not receive the notification because:
 - The client's email account, by any reason, rejects the email of notification;
 - The client has changed his email address without informing RongViet.
2. RongViet reserves the rights to temporarily or permanently discontinue the provision of services after timely notification to the client.
3. Should client violate any article in the Terms and Conditions for using online trading services, RongViet may temporarily or permanently discontinue the provision of services to the client.
4. Client may request to discontinue the use of its services at any point of time. The discontinuation of service use must comply with RongViet's rules and regulations and shall be only effective upon RongViet's written approval.

Article 14: OTHER TERMS

1. The provision of online trading services and the execution of online transactions are governed by the terms and conditions in the Security Transaction Contract and related agreements signed by the client and RongViet.
2. The registration to and use of RongViet online trading services do not make invalid the client's rights and duties under the Security Transaction Contract, related commitments signed by client with RongViet and/or trading regulations and guidance formally provided by RongViet.
3. The registration to and use of RongViet online trading services do not make invalid the client's rights to place orders under direct method registered with RongViet.
4. The online trading service via internet is provided to each registered client and may not be authorized to any third party.
5. Client is advised to frequently check their account status and balance and immediately inform RongViet any errors in the execution of online transactions upon the discovery of such errors.

ONLINE TRADING RISK ANNOUNCEMENT

1. Registration number 1058/QD-UBCK on 15.12.2010 issued by State Securities Committee to RongViet for online trading functions Advantages: Provide clients with benefits and online trading alternatives.
2. The online trading risks that clients may encounter:
 - Potential error of hardware, software...
 - Potential risk of system shutdown due to transmission crash.
 - The information system can be out of work due to the effect of.
 - Order placements can be pending, not working, delaying or data error.
 - Clients identifications can be mistaken.
 - Pricing quote or stock information can contain errors or false.
 - Potential risk from natural disasters or subjective fraud which are out of control of RongViet...
3. We have no responsibilities in case client leaks the login password, trading password or loses their Token. The client should inform RongViet immediately if there are any un-authorized trading activities under client's accounts.
4. We commit to supply the best services and minimize technical risks. We do appreciate the trust put on us, and our online trading services.