

MARGIN TRADING AGREEMENT

No:/20...../HĐGDKQ/EVS

Based on:

- Civil Code No. 91/2015/QH13 dated 24/11/2015 and its guiding documents;
- Securities Law No. 54/2019/QH14 dated 26/11/2019 and its guiding documents;
- Decision No. 87/QĐ-UBCK dated 25/01/2017 on the issuance of regulations guiding margin trading of securities and any amendments or supplements (if any);
- Securities trading account opening contract No. / / HĐMTK/EVS
- As per the needs and agreements between the parties;

The margin trading contract is made on day /month /year at EVS Securities Joint Stock Company by and between the parties:

EVS SECURITIES JOINT STOCK COMPANY		
Head office: Floor 3, 6, 9, No. 2A Dai Co Viet Street, Le Dai Hanh Ward, Hai Ba Trung District, Hanoi City.		
Tel: 024-3772 6699	Fax: 024-3772 6763	Website: www.eves.com.vn
Tax code: 0102121331		Email: phongdvhk@eves.com.vn
Securities business license: No. 48/UBCK-GPHĐKD issued by the State Securities Commission on 29/12/2006		
Legal Representative/Authorized Person		
Full name:		Title:.....
Authorized by document no. dated		
CUSTOMER		
I. GENERAL INFORMATION		
Customer name:		Date of birth:
ID card/Passport/Business license No.:	Date of issue:	Place of issue:
Permanent residence/Headquarter:		
Contact address:		
Mobile phone:	Email:	
<i>Mobile phone and Email are used to register for online services and transactions.</i>		
II. ADDITIONAL INFORMATION FOR ORGANIZATIONAL CUSTOMER		
Landline:	Fax:	Website:
Representative:		Title:
ID card/Passport No.:	Date of issue:	Place of issue:
As authorized by document no.....	Date:	Contact number:

The two parties agree to sign the Margin Trading Contract (hereinafter referred to as the "**Contract**") with detailed contents in the Terms of the Contract.

CONFIRMATION OF THE PARTIES

By signing below, the Customer confirms that they have read, been explained, fully understood, and agreed to all the terms and conditions stipulated in this Contract and any accompanying documents (if any).

By signing below, EVS agrees to provide services to the Customer in accordance with the provisions of this Contract.

CUSTOMER	EVS SECURITIES JOINT STOCK COMPANY
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CUSTOMER INFORMATION

Provide information if falling into any of the following cases:

Name of the public company where the customer holds a managerial position and/or owns 5% or more of the charter capital and/or is required to disclose information when conducting securities transactions:

Stock code	Name of Public Company/ Public Fund (Issuing organization)	Position of Client currently holding at Issuing Organization	Ownership ratio	Customer in category
			<input type="checkbox"/> >=5% <input type="checkbox"/> <5%	<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
			<input type="checkbox"/> >=5% <input type="checkbox"/> <5%	<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
			<input type="checkbox"/> >=5% <input type="checkbox"/> <5%	<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
			<input type="checkbox"/> >=5% <input type="checkbox"/> <5%	<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)

Note:

- (1) Insiders as defined in Clause 45, Article 4 of the Securities Law No. 54/2019/QH14 dated 26/11/2019;
- (2) Related persons as defined in Clause 46, Article 4 of the Securities Law No. 54/2019/QH14 dated 26/11/2019;
- (3) Shareholders or groups of related persons purchasing to own 5% or more of the voting shares of a public company; investors or groups owning 5% or more of the closed-end fund certificates;
- (4) Founding shareholders during the restricted transfer period of a public company or a public securities investment company; founding members of a public fund.

The customer commits to promptly notify EVS in the event that the customer becomes or ceases to be any of the aforementioned persons.

TERMS OF AGREEMENT

Article 1. Definitions

1. **Contract:** The Margin Trading Contract signed between EVS and the Customer, agreeing on the opening of a margin trading account and the use of related services.
2. **EVS:** EVS Securities Joint Stock Company, with the information provided at the beginning of the Contract;
3. **Customer:** The organization or individual who opens a margin trading account, with details provided at the beginning of the Contract;
4. **Securities Trading Account (STA):** The securities trading accounts that the Customer opens at EVS, including a standard account and/or a margin account;
5. **Standard Account (SA):** The securities trading account that the Customer opens at EVS to trade securities without using borrowed funds from EVS;
6. **Margin Account (MA):** The securities trading account that the Customer opens at EVS to conduct margin trading of securities;
7. **Margin Trading of Securities (MTS):** The purchase of securities by the Customer using borrowed funds from EVS
8. **List of Securities Permitted for Margin Trading / List Permitted for MTS:** Securities eligible for margin trading as stipulated by the State Securities Commission (SSC) and as regulated by EVS from time to time.
9. **Total Loan Balance:** The total amount owed by the Customer to EVS, arising from the MA, including the loan amount used for margin trading, interest on the loan, and other financial obligations. The total loan balance does not exceed the margin trading loan limit of the MA.
10. **Actual Assets:** The Customer's assets on the MA, equal to the Total Asset Value on the MA minus the Total Loan Balance.
11. **Total Asset Value on the MA / Total Margin Assets:** All cash and securities (including proceeds from sales and purchased securities in the settlement cycle, dividends pending) on the MA, calculated at the market value of the securities;
12. **Reference Price:** The reference price of the securities as regulated by the Stock Exchange, determined according to the following principles (but not exceeding the maximum loan price of each security code as per EVS regulations):
 - During a trading session, it is the reference price of the securities on that trading day.
 - Outside of trading sessions, it is the closing price of the securities on the preceding trading day.
13. **Collateral Assets (CA):** As defined in Article 5 of this Contract;
14. **Margin Securities (MS):** Securities on the Customer's MA that are included in the List of Securities Permitted for Margin Trading by EVS;
15. **Lending Ratio:** The maximum percentage (%) ratio between the value of the loan that EVS may provide and the expected transaction value (based on market value or maximum price for loan calculation according to EVS regulations) for each purchase order of the Customer's MS. The lending ratio is applied separately to each security code and may be changed from time to time, depending on EVS's decision and in accordance with legal regulations;
16. **Loan Limit:** The maximum amount EVS lends to each Customer according to EVS's regulations from time to time
17. **Converted Value of Collateral Assets (CVCA):** The parties agree that, for the purpose of calculating loan safety ratios under this

Contract, the Converted Value of Collateral Assets is determined by the following formula:

$$\text{Converted Value of Collateral Assets} = \sum (\text{Number of Margin Securities} \times \text{Base price} \times \text{Loan rate})$$

Number of securities: The number of Margin Securities currently held and those pending settlement in the Margin Account (MA).

The number of Margin Securities for each security code will vary over time, depending on EVS regulations and in accordance with legal requirements.

18. The actual Margin Ratio (Rtt) is calculated using the following formula:

$$\text{Rtt} = \frac{\text{Converted Value of Collateral Assets}}{\text{Total Loan Balance} - \text{Cash} - \text{Proceeds from Securities Sales}} \times 100$$

19. **Buying Power (PP):** The cash value granted to the Customer by EVS based on the CVCA, Total Loan Balance, and EVS's lending limit. The Customer's Buying Power will change depending on the specific MS the Customer purchases.

20. **Initial Margin Ratio:** The minimum Margin Ratio (MR) on the Margin Account (MA) that the Customer must maintain to be permitted to conduct Margin Trading of Securities (MTS) as per EVS regulations;

21. **Maintenance Margin Ratio:** The minimum Margin Ratio (MR) that the Customer must maintain on their MA at all times.;

22. **Margin Call Ratio:** The threshold below which the Customer's MR falls, giving EVS the right to liquidate the Customer's Collateral Assets (CA);

23. Actual Margin Ratio Scenarios:

- a. **Actual MR > Initial MR:** The Customer is allowed to place buy orders for MTS within the remaining limit.
- b. **Actual MR ≥ Maintenance MR:** The Customer is allowed to maintain their securities portfolio on the MA if there are no overdue debts on the MA.
- c. **Maintenance MR > Actual MR ≥ Margin Call Ratio:** The Customer is obligated to provide additional cash or CA to restore the Actual MR to a level equal to or higher than the Maintenance Margin Ratio.
- d. **Actual MR < Margin Call Ratio:** EVS has the right to liquidate CA to recover debts as stipulated in the Contract.

24. **Loan Interest:** The total interest accrued from the Total Loan Balance on the Customer's MA.;

25. **Loan Term:** Not exceeding three (03) months from the date of loan disbursement. The loan term can be extended according to EVS regulations, with each extension not exceeding 03 months;

26. **Stock Exchanges (SGDCK):** Refers to the Hanoi Stock Exchange (HNX), the Ho Chi Minh City Stock Exchange (HOSE), the Vietnam Stock Exchange, and its subsidiaries. These terms are used in compliance with State management regulations at any given time.;

27. **Loan Overdue Date:** The day immediately following the end of the Loan Term, during which the Customer has failed to make timely repayment, or the extended period as defined in Article 7 of this Contract.

Article 2. Registration, Use, and Management of Margin Accounts

1. By this Contract, the Customer requests and EVS agrees to provide the following services::

- a. Open a Margin Trading Account (MA);
- b. Manage the Customer's cash and securities in the MA;
- c. Execute margin trades as requested by the Customer;
- d. Provide loans within EVS's lending limit and as permitted by law for the Customer to conduct margin trading;
- e. Perform payment, custody, clearing, and registration of securities for the Customer as authorized; and
- f. Provide other services permitted by law as applicable at any given time.

2. Upon the Customer's request, EVS will open an MA for the Customer. The Customer agrees and commits as follows::

- a. The Customer has been clearly explained by EVS, understands, and accepts the risks that may arise from margin trading. The Customer has read and fully understood the terms and conditions of this Contract, as well as EVS's relevant regulations, stock exchange regulations, and applicable laws related to margin trading.
- b. The Customer is not among those prohibited by law from conducting margin trading.
- c. The Customer agrees that EVS is not liable for any losses, costs, expenses, or damages incurred by the Customer related to margin trades conducted by the Customer or their authorized representatives.
- d. The Customer agrees that EVS has the full right to transfer any rights and obligations under this Contract to any third party (including debt buyers) and to provide the Customer's information, MA details, and this Contract to lawyers, consultants, debt buyers, debt collection representatives, etc. (if any) of EVS.

3. Use of Margin Accounts:

The MA is used for margin trading of securities, disbursing loans for margin trading, and paying off margin trading debts, interest, and other related costs as stipulated in this Contract.

The Customer may only purchase securities using borrowed funds that are listed in the Margin Trading Approved Securities List published by EVS at any given time.

4. Management of Margin Accounts:

The Customer authorizes EVS to use the MA for the following purposes:

- a. Provide information related to the MA as required by law or at the request of competent state authorities.
- b. Conduct margin trading activities.
- c. When the Customer conducts margin trading, EVS will immediately deduct the entire amount of cash in the MA to pay for the margin trade. If the cash in the Customer's MA is insufficient to cover the value of securities purchased from the Margin Trading Approved Securities List, EVS will provide a loan to the Customer within the limits set by EVS from time to time.
- d. Automatically deduct amounts to recover margin trading debts, loan interest, fees for advances on securities sales, and other costs from the Customer's MA corresponding to the increase in amounts on the MA and according to EVS regulations.
- e. Deduct taxes on behalf of the Customer as required by law.
- f. Freeze the MA to secure the Customer's obligations to EVS and other legal obligations.

Article 3. Conditions for Using Margin Trading

The Customer is eligible for a loan from EVS to conduct margin trading under this Contract if the following conditions are met:

1. The Customer meets the conditions set by the State Securities Commission (SSC) for securities transactions and margin trading at any given time.
2. The Customer provides collateral as required by EVS and as stipulated in Article 5 of this Contract.
3. The Customer has the financial capability to fully and timely repay the Total Loan Balance to EVS as per the terms of this Contract.
4. The Customer maintains the required ratios/values of the MA as specified in this Contract.
5. The Customer must meet the Maintenance Margin Ratio as specified by EVS from time to time.
6. The Customer must adhere to the Initial Margin Ratio requirements set by EVS and comply with all collateral regulations (e.g., Collateral Value, types of Collateral) as specified in this Contract.
7. The securities purchased by the Customer must be within the Margin Trading Approved Securities List, which may change based on EVS's decisions from time to time.
8. EVS has the right to approve or reject the Customer's buy orders for Margin Securities without providing reasons.
9. The Customer meets other legal conditions and requirements as stipulated in this Contract.

Article 4. Transactions on Margin Accounts

1. Regulations for Using Margin Accounts:
 - a. The Customer must provide cash or securities from the Margin Trading Approved Securities List, as specified by EVS at any given time, with a value that meets the Initial Margin Ratio when conducting margin trading.
 - b. The MA can receive cash or securities from the Cash Account (CA) to increase the Total Value of Assets. Securities transferred to the MA must not be used as collateral for any third-party obligations or for any other obligations of EVS. If the MA is flagged for failing to meet the required Margin Ratio, the Customer is prohibited from withdrawing cash or securities from the CA but is allowed to transfer cash from the CA to the MA.
 - c. For transfers of securities or cash from the CA to the MA under these margin trading regulations, EVS will process the transfer based on the Customer's request using the form prescribed by EVS. If the Customer requests the transfer via phone, electronic transactions, etc., EVS has the right to prepare the form on behalf of the Customer and automatically transfer securities or cash as requested.
2. Method of Margin Trading Execution:
 - a. When wishing to execute margin trading, the Customer is obligated to check the information on the Actual Assets in the Margin Account (MA), the Loan Ratio, the Loan Limit EVS can provide for the Customer on that trading day, and other relevant information related to margin trading according to one of the methods specified in the account opening contract.
 - b. Based on full compliance with the margin trading regulations set by EVS, the Customer places buy or sell orders for securities in the MA according to the order placement methods specified in the account opening contract.
 - c. On the trading day, when the total value of matched buy orders for securities in the MA (including transaction fees and other taxes and fees as specified by EVS from time to time) exceeds the amount available in the MA, the parties agree that the Customer has used EVS's borrowed funds and that the margin trading is deemed to be established and effective between the Customer and EVS with the following details:
 - Loan Execution Date: The date the Customer places the margin trading order.
 - Loan Amount = Total value of margin trading orders matched on that day (including corresponding transaction fees) - Actual amount available in the MA.
 - Loan Ratio, Loan Limit, Initial Margin Ratio, Maintenance Margin Ratio, Margin Call Ratio, Loan Interest Rate, Interest Start Date, Loan Term, and other details related to margin trading as specified by EVS from time to time.

During the term of this Contract, the Customer is responsible for maintaining the Initial Margin Ratio and Maintenance Margin Ratio. If the Customer fails to maintain the Maintenance Margin Ratio, EVS will act in accordance with the provisions in Articles 9, 10, and 11 of this Contract

3. The Customer is obligated to repay the Total Loan Balance to EVS on the same day that the Loan Term ends. EVS will provide a margin trading statement to the Customer through one of the methods specified in Article 12 of this Contract upon the Customer's request.

Article 5. Collateral

1. Collateral for Margin Trading Loans

The Customer agrees that the cash and securities currently held and those arising in connection with margin trading in the Margin Account (MA) will automatically become collateral to secure the loans and other obligations related to the Customer's loans on the MA, including but not limited to:

- a. Cash, proceeds from the sale of securities awaiting receipt, and dividends awaiting receipt in the MA;
- b. Existing and pending margin securities;
- c. Other securities published by the SSC from time to time.

2. The Customer commits that:

- a. **Legal Ownership:** The collateral assets are legally and solely owned by the Customer according to the law. The Customer has full rights to use them for margin trading to secure the Customer's obligations to EVS under this Contract.
- b. **No Encumbrances:** The collateral assets are not subject to any transactions such as gifts, inheritance, loans, capital contributions, or any other forms of collateral transactions to secure any other obligations. They are not disputed or potentially disputed regarding ownership rights.
- c. **Pledge of Collateral:** The collateral assets are used as pledged assets for the loans from EVS to conduct margin trading.

3. Valuation of Collateral

EVS has the right to assess and determine the value of the collateral according to EVS's regulations, market prices, and other provisions of this Contract.

4. If there are securities that are not permitted for margin trading according to EVS's regulations from time to time, EVS has the right to stop lending against those securities and take actions in accordance with Article 9 of this Contract.

Article 6. Loan Ratio and Margin Call for Additional Collateral

1. Regulations on Ratios:

Throughout the term of this Contract, the Customer commits to maintaining a margin ratio on the Margin Account (MA) that is greater than or equal to the maintenance margin ratio set by EVS from time to time and in accordance with legal regulations. Specifically:

- a. Initial Margin Ratio: 100%
- b. Maintenance Margin Ratio: 81%
- c. Margin Call Ratio: 71%

2. Margin Call and Collateral Handling:

2.1. Reaching the Margin Call Threshold

When the MA has a margin ratio greater than (>) the actual margin ratio \geq (greater than or equal to) the margin call ratio, the Customer is obligated to supplement the collateral to bring the actual margin ratio to a level greater than or equal to the maintenance margin ratio.

- a. If the actual margin ratio (Rtt) on the MA at any time falls below the maintenance margin ratio for any reason (such as securities devaluation, securities rights settlement, or other circumstances reducing the value of the collateral), the Customer is required to provide additional collateral to bring the margin ratio back to a level greater than or equal to the maintenance margin ratio.
- b. In this case, at the end of the trading day, EVS will send a message detailing the amount of additional funds required to the Customer's MA. The Customer is obligated to provide the additional margin to bring the actual margin ratio to a level greater than or equal to the maintenance margin ratio within no more than 5 working days.

2.2. Reaching the Mandatory Margin Call Ratio

When the account has an actual margin ratio (TLKQ) < (less than) the margin call ratio: EVS has the right to handle the collateral to recover the debt according to the provisions of the Contract.

- a. **Any Reason:** Securities devaluation, securities rights settlement, and other situations that reduce the value of the collateral.
- b. If the price of securities changes causing the actual margin ratio (TLKQ) < (less than) the margin call ratio, EVS has the right to proactively handle part or all of the customer's collateral to recover the debt according to EVS's collateral handling measures.
- c. The handling price of securities, the quantity of securities handled, and the timing of handling are entirely at EVS's discretion. The customer automatically agrees to and accepts this and commits not to raise any complaints or disputes against EVS.
- d. EVS is not obligated to provide notice when the customer's actual margin ratio reaches the margin call ratio. Additionally, EVS has the right but is not obligated to handle immediately when the actual margin ratio < (less than) the margin call ratio. If EVS does not handle immediately, the customer does not have the right to complain to EVS at the time of collateral handling.
- e. In the case of handling, EVS has the right to handle the collateral until the customer's MA achieves a safe margin ratio (Rtt = 100%).

2.3. Determining the Value of Additional Collateral (Additional Margin, Additional Margin Securities). The amount of additional margin required is determined using the following formula:

$$\text{Additional Margin Amount} = \text{Total Loan Balance} - \text{Cash} - \text{Proceeds from Securities Sales} - (\text{Value of Collateral} * \text{Initial Margin Ratio} / \text{Maintenance Margin Ratio})$$

The value of additional margin securities is determined according to the following formula:

$$\text{Value of Additional Margin Securities} = [(\text{Total Loan Balance} - \text{Cash} - \text{Proceeds from Securities Sales}) * \text{Maintenance Margin Ratio} / \text{Initial Margin Ratio}] - \text{Value of Collateral}$$

The amount of additional margin securities is calculated according to the following formula:

$$\text{Quantity of Additional Margin Securities} = \text{Value of Additional Margin Securities} / (\text{Reference Price} * \text{Margin Ratio})$$

Article 7. Loan Repayment, Total Loan Balance, and Margin Loan Interest

1. The repayment term for each margin loan of the Customer shall not exceed 90 (ninety) days from the date EVS disburses funds into the margin account unless extended. If the end of the loan term is not a business day as defined by Vietnamese law, the end of the term shall be the following business day. The repayment term may be adjusted according to EVS's regulations at each time.

If the Customer fails to fully repay the debt by the end of the loan term, the due loan and accrued interest will be considered overdue and subject to overdue interest rates.

2. After the 90-day loan term has expired, the Customer must request EVS if they wish to extend the margin loan. EVS has the right to approve or reject the extension request based on the Customer's proposal.

3. Margin Loan Interest

- The margin loan interest rate is a specific percentage set by EVS at each time for the Customer's margin loan.
- Interest is accumulated daily (based on a 365-day year) on the Customer's cumulative loan balance in the margin account.
- Interest is calculated based on the actual loan balance and the actual loan period, including any extensions as per the contract, unless otherwise agreed upon in writing by the parties.
- Interest is calculated based on the interest rate and the actual number of days of the loan (including trading days, holidays, and festivals), with the formula as follows:

$$\text{Interest} = \text{Loan Amount} * \text{Actual Number of Days} * \text{Annual Interest Rate} / 365 \text{ Days}$$

- The margin loan interest rate is determined and notified to the Customer by EVS. EVS reserves the right to adjust (increase or decrease) the loan interest rate. The new interest rate (after adjustment) will: (i) take effect from the date EVS notifies the adjustment; and (ii) apply to both existing and new loans from the start date of the new rate.
- The overdue interest rate (applicable in case of delayed payment of loans and overdue interest) is 150% of the margin loan interest rate during the term and/or as determined by EVS at each time.
- Interest and overdue interest will be paid according to EVS's regulations at each time.

Article 8. Recovery of Total Loan Balance, Fees, and Taxes

1. Recovery of Total Loan Balance:

- The Customer can sell securities or deposit additional margin funds into the margin account, or if the Customer violates Article 6.2 of this Agreement, EVS will liquidate the collateral to recover the total loan balance.
- EVS has the right to advance the proceeds from the sale of securities to recover the total loan balance according to EVS's regulations.
- Regardless of the loan term, the Customer agrees to repay EVS (including principal and interest) as soon as there are funds available in the margin account. Repayment can be made in a lump sum or in multiple installments (partial payments), and principal or interest can be paid first, depending on the cash balance in the Customer's margin account.
- All funds in the Customer's margin account will be prioritized for repaying the loan/interest with the longest overdue period to EVS. The Customer may only withdraw funds after all obligations to EVS have been settled (except in cases permitted by EVS).

2. In addition to repaying the total loan balance as specified in paragraph 1 of this Article, the Customer must pay the following fees ("Fees") and taxes as per EVS regulations and relevant laws regarding the margin account, including:

- a. Fees for advancing the proceeds from the sale of securities when such transactions occur as specified in the contract.
- b. Transaction/brokerage fees related to the Customer's margin transactions.
- c. Custody fees.
- d. Personal income tax on the proceeds from the sale of securities.
- e. Any other related fees or taxes (if applicable).

Article 9. Handling of Collateral

1. The Customer does not have the right to continue using the loans from EVS, and EVS has the right (but not the obligation), after notifying the Customer through one of the methods specified in the Agreement, to proactively and directly sell any securities in the margin account at a price determined by EVS in the following cases:
 - a. After the expiration of the margin call period, if the Customer does not fully supplement the collateral as required by EVS;
 - b. When the actual margin ratio is lower than the handling margin ratio specified by EVS from time to time and in accordance with legal regulations;
 - c. When the Customer fails to fully repay the total loan balance to EVS at the end of the loan term as agreed in this Agreement and the Margin Loan Confirmation;
 - d. If the Customer violates the repayment term for the total loan balance and does not rectify the situation within 2 (two) working days or another period specified by EVS from the day after the repayment deadline;
 - e. If the Customer breaches any obligations in this Agreement other than those mentioned in Article 9.1. (a), (b), (c) above and does not rectify the breach within 24 (twenty-four) hours from the time EVS notifies the Customer of the breach;
 - f. If conditions specified in Article 13.2.c of the Agreement occur. EVS is fully entitled to immediately handle the collateral to recover the total loan balance regardless of the Customer's will or obligations to any third party.
2. EVS has the right to choose from the following methods of handling:
 - a. Automatically liquidating part or all of the securities of any type in the margin account without the Customer's consent to recover the debt.
 - b. Other forms of handling collateral and requesting additional collateral as regulated by law and other methods not contrary to the law at the time of application.
3. The Customer agrees that when collateral needs to be handled as stipulated in this Article, EVS's sell orders will be prioritized, and the Customer agrees for EVS to modify/cancel any sell orders the Customer has placed on the same trading day if there are discrepancies between the orders. The Customer acknowledges that the value of the executed sell orders may exceed the value needed for sale due to differences between the expected order price and the actual execution price.
4. The Customer agrees that if, after selling the collateral, the total amount in the margin account is insufficient to fully repay the debt to EVS, EVS has the full right to apply one, several, or all of the following measures:
 - a. Sell securities (if any) and/or deduct amounts from the Customer's cash account to recover the debt; and/or
 - b. Request to freeze and deduct money from the Customer's bank account to recover the debt; and/or
 - c. Request the payment/earnings agency to deduct amounts from the Customer's payments to recover the debt; and/or
 - d. Dispose of other assets of the Customer to recover the debt;Relevant agencies/organizations (Banks, payment/earnings agencies, etc.) are authorized to act upon EVS's written request without additional consent from the Customer, provided EVS has evidence of the Customer's outstanding debt.

EVS is responsible for notifying the Customer of the results of the collateral liquidation transaction through one of the methods specified in the Agreement. When executing the collateral liquidation orders, EVS, as an internal person and related persons (according to the information provided by the Customer), must publish the information on the Company's electronic information page and notify the Customer of the transaction results by the end of the trading day at the latest, so the Customer can fulfill their information disclosure obligations as required by law. If the Customer fails to provide information as requested by the securities company, EVS is exempt from responsibilities related to this regulation.
5. The proceeds from the sale of the Customer's collateral will be prioritized in the following order:
 - a. Payment of transaction fees for securities;
 - b. Repayment of the margin debt to EVS;
 - c. Payment of other financial obligations due to EVS;
 - d. Refund to the Customer (if any).This payment priority order may be adjusted by EVS at any time.
6. During the term of this Agreement, if the margin account experiences an increase in funds (including but not limited to amounts arising from the sale of securities, dividend payments from issuers, Customer deposits, etc.), EVS has the right to allocate part or all of these increased funds to settle the Customer's financial obligations according to the payment priority order specified in Article 5 above.
7. While EVS is conducting the liquidation of collateral assets, the Customer is not allowed to engage in any transactions concerning the collateral without EVS's written consent.
8. In addition to the aforementioned assets, the Customer agrees to use all of their funds, securities, and other assets at EVS to secure the total debt outstanding with EVS (these assets will not be included in the ratios on the margin account). If the amount obtained from the sale of securities in the margin account is still insufficient to cover the Customer's total debt, the Customer is responsible for paying the remaining balance.

Article 10. Rights and Obligations of the Customer

1. Access EVS's website and check notification methods as specified in this Agreement daily to be aware of any notifications from EVS related to margin trading. When engaging in margin trading, the Customer commits to having received and understood all information and regulations from EVS regarding margin trading, including the list of permissible securities, loan limits, loan interest rates, maintenance margin levels, liquidation margin levels, loan ratios, and loan terms.

2. Use EVS's loans to purchase securities in the margin account.
3. Enjoy rights and benefits arising from the securities balance in the margin account.
4. Exercise legal rights as a securities owner according to the law.
5. Notify EVS if they are an insider or an associate of an insider of the issuer of securities included in the list of permissible securities for margin trading if there are any changes. The Customer is fully responsible if they fail to provide or update this information to EVS.
6. Proactively disclose information (if any) regarding transactions that are required to be disclosed under the law.
7. Not amend or cancel the sell orders for securities that are collateral or take any action to obstruct EVS from executing collateral measures as specified in Article 9 of this Agreement.
8. Authorize EVS to automatically pay off the Customer's total debt to EVS according to the Agreement and to handle transaction fees, custody fees, and other taxes and fees as specified by EVS.
9. Withdraw funds from the margin account only after fully paying off the total debt to EVS or if the initial margin ratio is still maintained and with EVS's consent.
10. Not use the collateral for any purpose other than those specified in this Agreement.
11. Fully pay fees, taxes, and other costs incurred in the margin account.
12. Repay EVS's total debt if the value of the Customer's collateral decreases as per EVS's regulations.
13. The decision to liquidate collateral is at EVS's sole discretion, regardless of whether the Customer receives notification of the collateral sale. EVS is responsible for providing the Customer with a transaction statement of the collateral sale upon request.
14. The Customer does not have the right to extend a margin call.

Article 11. Rights and Obligations of EVS

1. Provide loans to the Customer for margin trading activities in accordance with legal regulations;
2. Earn interest on the loan amounts provided to the Customer for margin trading, as well as fees for services rendered to the Customer according to the fee schedule and interest rates set by EVS.
3. Have the right to automatically record "Debits," "Credits," transfer funds, deposit/deduct, and withdraw money from the Customer's margin account and payment account at EVS to:
 - a. Transfer funds for the Customer's transactions including buying, selling, and fee payments at EVS for margin trading as per this Agreement.
 - b. Recover principal, interest, penalties, and other obligations as specified in this Agreement.
 - c. Have the right to automatically transfer funds from the payment account to the margin account if the Customer fails to meet the margin account requirements.
4. Have the right to determine the list of permissible margin trading securities, loan limits, initial margin level, maintenance margin level, liquidation margin level, loan ratios, interest rates, loan terms, notification methods for margin call requests, margin extension periods, priority of payments upon collateral liquidation, late payment penalties for the Customer's failure to pay EVS, and other related margin trading matters.
5. Suspend or refuse to provide loans for margin trading if EVS no longer meets the conditions for providing margin trading services as per legal regulations.
6. Notify changes to policies, margin ratio calculations, and related rates through notification methods determined by EVS.
7. In the event the Customer violates any terms and/or conditions of this Agreement, EVS has the right to terminate the Agreement and simultaneously freeze the Customer's margin and payment accounts to address the violation. However, at its discretion, EVS may choose to notify the Customer of a deadline for remedying the violation. The deadline for remedying the violation as specified in this Article may be extended at EVS's discretion.

Article 12. Notifications

1. Unless otherwise agreed upon in writing by the parties, all agreements, minutes, notifications, correspondence, requests, approvals, etc., arising from and/or related to this Agreement (hereinafter referred to as "**Notifications**") from one party (hereinafter referred to as the "**Sender**") to the other party (hereinafter referred to as the "**Recipient**") must meet the following requirements: (a) be in written form with the signature of an authorized representative and a valid seal (if applicable) of the Sender, and (b) be sent using one of the following methods depending on the nature of the document: (i) sent via registered mail or courier service, (ii) hand-delivered, or (iii) sent by email from the Sender's transactional email address to the Recipient's official transactional email address. Notifications sent from the transactional email address/posted on the EVS website will be deemed approved by an authorized representative of EVS and will be considered as sent by the method (b) of this Article.
2. The time at which a Notification is deemed received by the Recipient is determined as follows: (i) according to the postal or courier service receipt if sent by mail or courier service; (ii) as recorded on the delivery receipt if hand-delivered; (iii) according to the email system confirmation of successful email delivery if sent by email; or (iv) at the time it is successfully posted on the EVS website.
3. The official addresses for sending and receiving Notifications by the parties are as specified at the beginning of this Agreement. If either party changes their notification address information, they must notify the other party of this change no later than 2 (two) days from the date of the change and in the manner specified in this Article. The party that has performed/not performed any action due to not receiving a Notification in the specified manner shall be exempt from any related responsibility and shall be reimbursed by the other party for any costs incurred in performing work due to not receiving a Notification from the other party.
4. The Customer is responsible for monitoring and fulfilling obligations arising under this Agreement. The Customer's failure to receive

a Notification from EVS shall not be a reason for EVS to postpone necessary measures or for the Customer to delay fulfilling obligations under this Agreement.

Article 13. Amendments and Termination of the Agreement

1. When amendments to the Agreement are necessary due to the needs of the parties and legal regulations, the parties shall prepare an amendment document signed, stamped, or authenticated by the authorized representatives of each party. If EVS requests the Customer to sign amendment documents but the Customer does not sign/return them to EVS and does not raise objections but continues to use EVS's services, it will be considered as the Customer's acceptance of the amendments to the Agreement.
2. Termination of the Margin Trading Agreement:
 - a. Termination by mutual written agreement between the two parties;
 - b. Termination upon request by one of the parties, provided that a written notice is given to the other party at least 7 days before termination;
 - c. If one of the parties no longer meets the conditions to continue performing the Agreement;
 - d. As decided by EVS at any time or in accordance with legal regulations.
3. Termination of this Agreement does not affect the Customer's outstanding obligations to EVS (if any);
4. Termination of margin trading services and closure of the margin account does not affect other accounts and services specified in this Agreement.

Article 14. Governing Law and Dispute Resolution

1. This Agreement is governed by the legal system of the Socialist Republic of Vietnam.
2. Any disputes arising from and/or related to this Agreement, including any questions concerning its interpretation, existence, validity, termination, etc. (hereinafter collectively referred to as "Disputes"), must first be resolved through maximum efforts to negotiate in good faith.
3. All disputes arising directly from and/or related to this Agreement will be prioritized for resolution through negotiation or mediation. If negotiation or mediation fails, the dispute will be resolved in the competent court according to the regulations of Vietnamese law.

Article 15. Terms of use

1. This Agreement is effective from the date stated at the beginning of the Agreement when signed, stamped, or authenticated by the authorized representatives of the parties according to legal regulations.
2. The Agreement is effective from the date of signing. It is made in 2 copies with equal legal validity, one copy for the Customer and one copy for EVS, for joint execution.