



**CÔNG TY CỔ PHẦN CHỨNG KHOÁN PHÚ HƯNG**  
**PHU HUNG SECURITIES CORPORATION**  
**Tầng 3, CR3-03A, 109 Tôn Dật Tiên, Phường Tân Phú, Quận 7, TP.HCM**  
*3<sup>rd</sup> Floor, CR3-03A, 109 Ton Dat Tien, Tan Phu Ward, Dist 7, HCMC.*

## **POWER OF ATTORNEY**

**No.**

**AUTHORIZER:**

Customer Name: .....

License for establishment No/ Enterprise Registration Certificate:.....

Date of issuance: ..... Place of issuance: .....

Representative: .....

Contacting Address: .....

Telephone No.:.....

Currently, has securities trading account at Phu Hung Securities Corporation

Account Number

0	2	2							
---	---	---	--	--	--	--	--	--	--

*(Hereinafter referred to as the “Customer”)*

**And**

**AUTHORIZED PARTY: PHU HUNG SECURITIES CORPORATION**

License for establishment and operation No.: 122/GP-UBCK issued by the State Securities Commission on 20/01/2016

Head office at: 3rd Floor, CR3-03A, 109 Ton Dat Tien Street, Tan Phu Ward, District 7, Ho Chi Minh City.

Phone Number (+84 28) 5413 5479

Fax: (+84 28) 5413 5472

Representative:..... Title:.....

Under the Power of Attorney No..... Dated:.....

Issued by the General Director.

*(Hereinafter referred to as “PHS”)*

**WHEREAS:**

- a. The Customer opened securities trading account at PHS. For convenience in trading at PHS, the Customer agrees to authorize PHS to perform the works specified in this Power of Attorney when having the Customer's requirements.
- b. PHS agrees to receive the Customer authorization for performing the authorized works when having the Customer's requirements.

**THEREFORE**, the Parties agree to sign as the below contents:

**Article 1. Scope of Power of Attorney:**

**1.1 The authorized accounts:**

The Customer agrees to authorize PHS to perform the works specified in Article 1.2 of this Power of Attorney relating to securities account trading as below by signing the checkbox:

The securities trading account	Signed confirmation
<input type="checkbox"/> The underlying securities trading account (including normal sub-account and margin sub-account, if any)	.....
<input type="checkbox"/> Derivatives trading account (including derivatives trading account and derivatives margin account)	.....

**1.2** Within scope of this Power of Attorney and according to the Customer's requirements, the Customer authorizes PHS to perform the below works:

**a. For underlying securities trading account** (if the Customer chooses to authorize the underlying securities trading account in Article 1.1)

Securities depository; type of orders: buy/sell/cancel/change; payment in advance; search trading results; perform rights issue; settlement margin loan; renew margin loan; advanced dividend and other trading.

Scope of authorization in this Article is not including cash withdrawal, transfer.

**b. For derivatives trading account** (if the Customer chooses to authorize derivatives trading account in Article 1.1)

Type of orders: buy/sell/cancel/change; search trading results; settlement late payment amount, late payment fees and other trading.

Scope of authorization in this Article is not including cash withdrawal, transfer.

**1.3** This authorization is free of charge.

## **Article 2. Rights and obligations of PHS:**

- 2.1 Within scope of this Power of Attorney, PHS has obligation:
- a. To assign competent staffs on behalf of the Customer to sign necessary forms, documents to perform the above authorized trading.
  - b. The assigned staff is entitled to prepare, sign the forms related to the authorized trading, perform the rights, obligations related to the above authorized contents.
- 2.2 At any time, at its discretion, PHS has the right to unilaterally terminate the receipt of authorization by sending a document to the Customer at least seven (07) days before the expected termination date by the specified method in Article 4 of the Terms and Conditions of the Application Cum Contract for opening securities trading account and registering to use securities trading service or a specific method decided by PHS.
- 2.3 PHS has other rights and obligations related to the receipt of authorization under the current law.

## **Article 3. Rights and obligations of the Customer:**

- 3.1 The Customer is obliged to disclose trading information of investor according to the current laws.
- 3.2 The Customer is responsible for following up the trading results that performed by PHS according to the scope of authorization in order to respond promptly mistakes (if any) within 24 hours from the date of performed trading or since the Customer receives notification of trading results via email and/or SMS or other electronic means.
- 3.3 At any time, at its discretion, the Customer commits to take full responsibility for the results performed by PHS within the scope of authorization. The Customer commits not to give any complaint, argument on the trading results performed by PHS within the scope of authorization.
- 3.4 At any time, at its discretion, the Customer has the right to unilaterally terminate the receipt of authorization by sending the written notice of termination of authorization to Branches/Trading Office of PHS. The authorization document is considered valid when being confirmed by Branches/Trading Office of PHS.
- 3.5 Customer has other rights and obligations related to the authorization under the law.

## **Article 4. Valid of Power of Attorney:**

- 4.1 This Power of Attorney takes effect from ..... and terminates if arising one of following cases:
- a. Either Party sends the notice on termination in accordance with Article 2.2 or Article 3.4;
  - b. The Customer terminates existence in accordance with Article 96 of the Civil Code 2015 or other alternative provisions according to the law from time to time;
  - c. PHS consolidates, merges, divides, changes form, dissolves legal entity or is declared bankrupt according to the law on bankruptcy;
  - d. Other cases as provided by the current law.

4.2 Terminating time of the Power of Attorney stated in Article 4.1 does not affect the responsibility of the Customer for trading which is performed by PHS during the valid period of the Power of Attorney.

4.3 The Power of Attorney replaces entire other power of attorney(s) which was made before the signing date of this Power of Attorney. This Power of Attorney shall be made into 02 (two) original copies with the same validity. Each party keeps 01 (one) original copy for execution.

....., date..... month..... year 20.....

**CUSTOMER**  
*(Signature and full name)*

**PHU HUNG SECURITIES CORPORATION**  
*(sign, seal and full name)*

.....

.....