

**Home Trading System Agreement**

Between the end user and Securities Company (Services provider)

**Party A: End User (Applicator):**

Name of the end user:....., Date of birth: .....  
Address : .....Nationality:.....  
ID/Passport/Business license No:....., Issue date: .....  
Telephone no.:.....Mobile no.:.....E-mail:.....

**Party B: Service Provider (Securities Company):**

Name of the Securities Company: **LDB Securities Sole Co., Ltd.** Address: LDB Chomphet Service Unit, Chomphet Village, Sisattanak District, Vientiane Capital, Lao PDR. Telephone: 021 224001-3, E-mail: ldbs.brokerage@gmail.com

The end user (Party A) has opened a securities account with the Securities Company (Party B) to appoint and authorize Party B as the service provider for securities trading. Securities Account No: ..... The two parties have agreed to jointly sign this agreement in accordance with terms and conditions as below:

**Article 1: Objective**

This agreement prescribes rights, duties and responsibilities of Party A and Party B, and Home Trading System (HTS) securities processing between the end user and the service provider.

**Article 2: Scope of use**

This agreement is used for Party A and Party B which have jointly signed it.

**Article 3: Criteria for end user**

The end user shall meet the following criteria:

1. Shall be able to act
2. Must set up Home Trading System program
3. Anti-virus program must be installed in the end user's computer
4. Has a good internet connection to secure stock trading via Home Trading System (HTS)
5. Has signed a Home Trading System Agreement with the service provider
6. Has a securities account with the securities company or the service provider
7. Has to provide correct and complete information in the application form.
8. Other conditions defined by the Securities Management Commission (SMC).

**Article 4: Issuing, Changing, and keeping the password of Home Trading System**

1. The end user shall receive a HTS ID consisted of 8 letters or digit numbers and the password from

- the service provider.
2. Upon receiving the HTS ID and password, the end user must immediately change the password to the new one.
  3. The end user must keep the HTS ID and password of HTS confidentially.

## **Article 5: Rights and Duties of Party A and Party B**

### **5.1 Rights and Duties of Party B (Services provider):**

#### **5.1.1 Rights of Party B (Services provider):**

1. To Provide Home Trading System to the end user under the permission of the director of the SMC.
2. To change the content of Home Trading System Agreement under the approval from the director of SMC.
3. To inquire all information related to HTS.
4. To appoint any company that has IT expertise to develop a system related to HTS.
5. Other rights defined by SMC.

#### **5.1.2 Duties of Party B (Services Provider)**

1. To create, improve and develop the Home Trading System (HTS) that meets standard defined in the regulation on management of securities trading through HTS.
2. To monitor and maintain the service continuity and effectiveness of HTS.
3. To appoint any company that has IT expertise to develop a system related to HTS.
4. To educate the end user on HTS.
5. To create regulation on the customer protection.
6. To provide Home Trading System program to the end user.
7. To create the customer service center to provide information on HTS to the end user.
8. To appoint staff to monitor the client who uses HTS.
9. To inquire information of the end user and provide to SMC when necessary.
10. To check the end user's information to verify its existence.
11. Other duties that defined by SMC.

### **5.2 Rights and Duties of the Party A (End user)**

#### **5.2.1 Rights of the Party A (End user)**

The end user has the following rights:

1. To receive information about how to use the Home Trading System (HTS).
2. To receive the HTS program.
3. To submit trading orders through HTS in line with terms and conditions in this agreement.
4. To change securities account password.
5. To submit a request or complain to SMC, Securities Company, Lao Securities Exchange (LSX) regarding to securities trading through HTS.
6. To make claim for compensation of any losses caused by the malfunction of HTS due to the service provider. All details are mentioned in Home Trading System Agreement.
7. Other rights defined by SMC.

#### **5.2.2 Duties of the Party A (End user)**

The end user has the followings duties:

1. To follow all concerned regulations on HTS.
2. To be solely responsible for all orders on HTS.
3. To provide information related to trading activities through HTS required by the SMC, LSX, Securities Company and the service provider.
4. To report all unfair stock trading through HTS to SMC.
5. To inform the service provider about the cancellation of using HTS.
6. Other duties defined by SMC.

#### **Article 6: Responsibilities and Compensation for losses of Party B (Service Provider)**

The service provider must be responsible for:

1. Any losses from providing unreliable or wrong information to the end user by any form.
2. To immediately report the losses due to the malfunction of HTS to the end user.
3. To be responsible for all information mentioned in this Home Trading System Agreement between the end user and the service provider.
4. Any losses due to the inappropriate acts and negligence of the service provider.

The service provider must compensate actual losses to the end user within its responsibilities as mentioned in this agreement.

#### **Article 7: Responsibilities and Compensation for loss of Party A (End user)**

The end user must be responsible for:

1. Any losses from providing unreliable or wrong information to the service provider by any form.
2. All trading orders through Home Trading System.
3. Confidentiality of information such as HTS ID, password, or sharing this password with other person or allowing the other person to use the password for stock trading.
4. Any losses from the malfunction of its computer.

The end user must compensate actual loss to the service provider within responsibilities as mentioned in this agreement.

#### **Article 8: Exceptions of the Party B (Service provider)**

The service provider is not responsible for any losses in the following careers:

1. Lao Securities Exchange or other concerned financial institutions do not perform their obligations
2. Malfunctioning of HTS and the end user's computer system which could cause failure, delay, and error.
3. Failure in sending notices to the end user via the e-mail provided in the application form.
4. Errors or failure in HTS due to any force majeure.

#### **Article 9: Changing in Party A's information**

The end user can change the following information:

1. Current address, phone number, E-mail, occupation and others, but have to immediately inform the service provider about the changes.
2. HTS ID, password and other information related to HTS activities.

#### **Article 10: Suspension and termination of Home Trading System Agreement**

The suspension and termination of Home Trading System Agreement between Party A and Party B must be in line with related regulations.

**Article 11: Conflict Resolution and fees for Home Trading System**

Conflict resolution and fees for Home Trading System must be in line with related regulations.

**Article 12: Effectiveness**

This agreement shall be in force since the date of signing Home Trading System agreement of both parties.

**End User**

**(Signature and print name)**

**Service provider**

**(Signature and print name)**

**Witness 1:**

**(Signature and print name)**

**Witness 2:**

**(Signature and print name)**