

ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ
ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ວັດທະນາຖາວອນ
❖❖❖❖❖❖❖❖❖❖❖❖



ເລກທີ/No:...../ຕລຊລ

ວັນທີ/Date.....

ແບບຟອມຂໍລະຫັດນັກລົງທຶນສໍາລັບຊື້-ຂາຍພັນທະບັດ
(APPLICATION FOR BOND INVESTOR ID)

I. ຂໍ້ມູນທົ່ວໄປ/Investor Information

1) ນັກລົງທຶນບຸກຄົນ/Individual Investor

ຊື່ ແລະ ນາມສະກຸນ ເປັນພາສາລາວ/Name and Surname in Lao:.....

ຊື່ ແລະ ນາມສະກຸນ ເປັນພາສາອັງກິດ/Name and Surname in Eng:.....

ວັນ/ເດືອນ/ປີ ເກີດ/Date of Birth:.....

ເລກບັດປະຈຳຕົວ/ID card No.:..... ເລກໜັງສືເດີນທາງ/Passport No.:.....

ອາຊີບ/Occupation:..... ຕຳແໜ່ງ/Position:.....

ບ່ອນເຮັດວຽກ/Place of Work:.....

ສັນຊາດ/Nationality: ☐ ລາວ/Lao ☐ ຕ່າງປະເທດ(ກະລຸນາລະບຸ)/Foreigner(Please specify).....

☐ ອາໄສຢູ່ພາຍໃນປະເທດ/Resident ☐ ອາໄສຢູ່ຕ່າງປະເທດ/Non-Resident

2) ນັກລົງທຶນສະຖາບັນ/Institution Investor

ຊື່ສະຖາບັນເປັນພາສາລາວ/Name of Institution in Lao:.....

ຊື່ສະຖາບັນເປັນພາສາອັງກິດ/Name of Institution in Eng:.....

ວັນ/ເດືອນ/ປີ ສ້າງຕັ້ງ/Date of Establishment:.....

ເລກໃບທະບຽນວິສາຫະກິດ/Business Registration No.:.....

ປະເພດທຸລະກິດ/Type of Business:

☐ ທະນາຄານ/Banking

☐ ສະຖາບັນການເງິນ/Financial Institution

☐ ປະກັນໄພ/Insurance Company

☐ ບໍລິສັດເຜື້ອການລົງທຶນ/Investment Corporation

☐ ບໍລິສັດຫຼັກຊັບ/Securities Company

☐ ກອງທຶນເຜື້ອການລົງທຶນ/Investment Fund

☐ ກອງທຶນບໍາເນັດ-ບໍານານ/Pension Fund

☐ ອື່ນໆ/Other Corporation

ສັນຊາດນັກລົງທຶນສະຖາບັນ/Nationality:

☐ ສະຖາບັນພາຍໃນປະເທດ/Local Institution

☐ ສະຖາບັນຕ່າງປະເທດ/Foreign Institution

3) ທີ່ຢູ່ປະຈຸບັນ/Current Address:.....

ປະເທດ/Country:.....

ເບີຕິດຕໍ່/Contract No.:..... ເບີແຟັກ/Fax No.:.....

ທີ່ຢູ່ອີເມວ/E-mail Address:.....

ໄປສະນີ/Mailing Address:.....

II. ຜູ້ຕາງໜ້າ/Representative

- 1) ຕົວແທນ/Agent:
- 2) ທະນາຄານຕົວແທນຊຳລະເງິນສະກຸນເງິນກີບ/Bank for LAK Account:
ທະນາຄານຕົວແທນຊຳລະເງິນສະກຸນເງິນໂດລາ/Bank for USD Account:
ທະນາຄານຕົວແທນຊຳລະເງິນສະກຸນເງິນບາດ/Bank for THB Account:
ທະນາຄານຕົວແທນຊຳລະເງິນສະກຸນເງິນຢວນ/Bank for CNY Account:
- 3) ບໍລິສັດຫຼັກຊັບ/Securities Company:
- 4) ທະນາຄານດູແລຊັບສິນ/Custodian Bank:

III. ຂໍ້ມູນທາງການເງິນ(ສຳລັບນັກລົງທຶນສະຖາບັນ)/Synopsis of Investor(Institution only)

1) ຂໍ້ມູນນັກລົງທຶນສະຖາບັນ/Institution Investor Information

- ຜູ້ຕາງໜ້າ/Representative (ex: CEO):
- ມີອອກລະບຽບ/Regulation of establishing:
- ທຸລະກິດຫຼັກ/Major Business Area:

ສຳລັບນັກລົງທຶນສະຖາບັນປະເພດກອງທຶນ/For Fund

- ບໍລິສັດບໍລິຫານ/Asset Management Company:
- ບໍລິສັດທີ່ປຶກສາ/Advisory Company:
- ທະນາຄານດູແລຊັບສິນ/Global Custodian:
- ອະທິບາຍໂດຍຫຍໍ້ກ່ຽວກັບກອງທຶນ/Brief Explanation about Fund:

2) ສະຖານະການເງິນ/Financial Status

- ຊັບສິນ/Asset: ໜີ້ສິນ/Liability: ທຶນ/Capital: (ໂດລາ/USD)
- ຊັບສິນ/Asset: ໜີ້ສິນ/Liability: ທຶນ/Capital: (ກີບ/LAK)

3) ຜູ້ຖືຮຸ້ນລາຍໃຫຍ່/Major Share Holder

ຊື່ຜູ້ຖືຮຸ້ນ/ Shareholder's Name	ອັດຕາສ່ວນການຖືຄອງ/ Shareholding Ratio (%)	ສັນຊາດ/ Nationality

ຂ້າພະເຈົ້າຂໍສະເໜີອອກລະຫັດນັກລົງທຶນສຳລັບຊື່-ຂາຍພັນທະບັດ/I hereby apply for issuing of bond investor ID

ລາຍເຊັນຜູ້ສະເໜີ ຫຼື ຕົວແທນ/Applicant of Agent Signature

ເອກະສານຕັດຕິດ/Attachment

- ສຳເນົາບັດປະຈຳຕົວ ສຳລັບນັກລົງທຶນພາຍໃນ/Copy of ID card for local investor only
- ສຳເນົາໜັງສືເດີນທາງ ສຳລັບນັກລົງທຶນຕ່າງປະເທດ/Copy of passport for foreigner investor only
- ເອກະສານຢັ້ງຢືນວ່າອາໄສຢູ່ລາວ ຫຼື ບ່ອນເຮັດວຽກ ສຳລັບນັກລົງທຶນຕ່າງປະເທດອາໄສຢູ່ລາວ/
Verification documents for resident or place of business for resident investor only
- ສຳເນົາລະບຽບບໍລິສັດ ແລະ ໃບທະບຽນວິສາຫະກິດ ສຳລັບສະຖາບັນ/
Copy of Article of incorporation and the business license for institution only
- ໃບສະເໜີຈາກບໍລິສັດຫຼັກຊັບ ສຳລັບລູກຄ້າບໍລິສັດຫຼັກຊັບ/Submitting documentation letter for securities company's client only
- ສັນຍາບາຍໜ້າຊື່-ຂາຍຫຼັກຊັບ ສຳລັບລູກຄ້າບໍລິສັດຫຼັກຊັບ/Brokerage Agreement for securities company's client only

LAO PEOPLE'S DEMOCRATIC REPUBLIC
Peace Independence Democracy Unity Prosperity



ບໍລິສັດຫຼັກຊັບ ທຸລະກະມາ ຈຳກັດ
BCEL-KT Securities Co., Ltd.

Securities Account Application
(For foreign individual investors)

No _____/BCEL-KT/MKT

Types of Account:



☐ Stock

☐ Bond

☐ Government Bond

Online application:

☐ HTS Program

☐ BCEL ONE application

General information:

Given Name: _____ Surname: _____ Sex: _____

Date of Birth: _____ Nationality: _____ Residence country: _____

Current Address: _____

Telephone: _____ Mobile: _____ Email address: _____

Occupation: _____ Office Address: _____

Position: _____ Employment period: _____ Year, Monthly income: _____

Work place: _____ Tel: _____

Attached documents:

☐ Id card

☐ Passport

☐ Family book

☐ Others

No: _____ Issue date: _____ Issued at _____

Expiry date: _____

Marital status:

☐ Single

☐ Married

☐ Divorced

☐ Widow

Name and surname of Husband/ wife: _____ Occupation: _____

Work place: _____ Monthly income: _____

Person can be contacted in case of emergency:

Name and surname: _____ Relationship status: _____

Tel: _____ Email address: _____

Bank account information opened at the Banque pour le Commerce Extérieur Lao (BCEL):

Account owner's name (must be the same name with securities account opened at BCEL KT):

Account Number: LAK _____ USD _____

THB _____ CNY _____

Specimen of signature:

Signature (two signatures)	
Sign here >>> _____	Sign here >>> _____

I certify that the given information above is complete and correct. If any change I agree to immediately inform the company by written letter.

Marketing Officer Signature

At _____, Date ____/____/____
Applicant Signature

Sign here >>> _____



ບໍລິສັດເງິນສົ່ງ ທຸລະກະສານ ຈຳກັດ
BCEL-KT Securities Co., Ltd.

Lao People's Democratic Republic
Peace Independence Democracy Unity Prosperity

Securities Brokerage Agreement (for foreign individual investors)

No _____/BCEL-KT/MKT

☐ Stock

☐ Bond

☐ Government Bond

Account Number:

This Agreement is made on ____/____/202__ at the Head Office of BCEL-KT Securities Co., Ltd. between:

Party A: Customer

Full Name: Mr./Ms _____ Date of Birth _____ Nationality: _____;

Present Address: Village _____;

ID Card/Passport/Family Record Book Number: _____ Issued at: _____; Date of issue: _____;

Expiry Date: _____; Telephone: _____ Mobile Telephone: _____;

E-mail Address for securities trading contact: _____.

Bank Account Number: LAK _____ USD _____

THB _____ CNY _____

and

Party B: BCEL-KT Securities Co., Ltd

Head office: Thatluang Lake Special Economic Zone (TLSEZ), Building A5, Phonthan Village, Saysettha District, Vientiane Capital; Telephone No.: 00856-21-265477, www.bcel.kt.com; Securities Business License No: 11/ຄຄຊ, Date 11 September 2024;

Full name of the Authorized Representative: Ms. Senglav VONGSAVANTHONG; Position: Head of Brokerage Department as in accordance with Letter of Authorization No. ____/____ dated ____/____/202__.

The two Parties have agreed to jointly sign this Agreement with the following terms and conditions:

Article 1: Objective of the Agreement

This Agreement is made for the purpose of defining the rights and obligations, principles and conditions for sending & receiving the orders of securities purchase and sale, the payment between Party A and Party B with the aim of ensuring an efficient execution of the trading orders and the protection of the interest of both Parties.

Article 2: Conditions of the Agreement

Party A agrees to appoint and authorize Party B as the representative and/or broker agent of Party A for securities trading by taking this Agreement as deed of assignment of rights to undertake the transaction in accordance with this Agreement; and Party A agrees to pay the service fees to Party B in accordance with the relevant regulations.

The assignment of rights in accordance with Article 1 includes the assignment of rights to Party B to keep, transfer, receive from the transfer, deliver, receive, withdraw and deal with the dividends or other benefits relating to the securities to Party B. Furthermore, the assignment of rights also includes the subscription or the use of rights in stock for Party A as in accordance with the existing rights of Party A in case Party B considers that it is performed for the benefit of Party A; the payment for the amount of the purchase of the securities, the fees and other expenses relating to securities trading. Concerning the transaction performed by Party B for or on behalf of Party A in accordance with this Agreement, Party A accepts that this transaction shall have the same effect as it is performed by himself/herself and Party A will not reject the responsibility and will not dispute or raise the objection.

Article 3: Forms of Securities Trading

The securities' trading consists of two forms, namely: (1) Direct securities trading and (2) Indirect securities trading.

Article 4: Direct Securities Trading

Direct securities trading is the trading of securities in which Party A gives orders to purchase-sell the securities for Party B, in writing, by filling up the purchase and sale order form as determined by Party B.

Article 5: Indirect Securities Trading

Indirect securities trading is the trading of securities in which Party A gives orders to purchase-sell the securities for Party B through the use of technical instruments of communication, such as: telephone, fax, internet and other communication instruments as determined by Party B.

Article 6: Procedures of Sending-Receiving Orders of Direct Securities Trading

1. Party A who wishes to undertake direct securities trading shall fill up the information in the purchase-sale order form in a correct and complete manner as determined by Party B. After completing the purchase-sale order form, Party A shall send the form to Party B for recording the information in the trading system of the market;
2. The employee of Party B will check the correctness of the order form of Party A and sign the order form for certification;
3. According to this Agreement, the order form having the signatures of both Parties shall be considered and enforceable;
4. Party A can perform direct securities trading by assigning the rights in writing to Party B or to a third party. When the order form has the signature of the assignee of Party A, it shall be considered to be the purchase-sale order of Party A.

Article 7: Procedures of Sending-Receiving Orders of Indirect Securities Trading

1. Party A who wishes to undertake indirect securities trading shall present its securities purchase-sale order through telephone, fax, internet and other methods as determined by Party B.
2. The employee/system of Party B will execute the order of Party A after Party B's employee has received the information from Party A that are found to be correct.
3. Indirect securities trading through telephone, fax, internet and other methods as determined by Party B, and Party A consents to assign the right to the employee of Party B to execute the purchase-sale order and to sign on the order form in accordance with the assignment of Party A and Party A fully accepts the outcome of securities trading obtained from this assignment of rights for all cases.

Article 8: Record of Securities Purchase-Sale Order

Upon receiving the securities purchase-sale order from Party A, Party B shall record in writing or by sound recording and by other methods for using as evidence of the securities purchase-sale order of Party A. Party B shall keep such record for a period of 5 years.

Article 9: Effectiveness of Securities Purchase-Sale Order

All securities purchase-sale orders of Party A including the orders made orally, in writing or through telephone, fax, internet and by other methods as determined by Party B, after Party B has received the information of such orders clearly and without any doubt, shall be considered as valid orders of Party A, and in this transaction, Party A shall accept the outcome of such orders as it is performed by Party A himself/herself in all aspects.

Article 10: Notice on the Outcome of Securities Trading

Party B shall notify the outcome of the securities trading to Party A or the representative of Party A after completing the matching of buyers and sellers. This notice includes the information, such as: price, number, date of payment, fees of the broker, etc by sending through telephone, fax, internet and through other communication instrument as determined by Party B. In case Party A does not require to receive the information prescribed in this Article, Party B will not have the obligation to notify Party A.

Article 11: Termination and Change of Securities Purchase-Sale Order of Party A

In case of termination or change of securities purchase-sale order of Party A, wholly or partly, Party A shall inform Party B before the securities purchase-sale order of Party A is carried out. This termination or change will be valid only if Party A receives the confirmation from Party B. This termination or change shall not affect other transactions performed by Party B before the termination or change of purchase-sale order is confirmed.

Article 12: Payment for Securities Trading

1. Party A shall have a bank account at the correspondence bank of Party B which is to be used for the payment of the securities trading. This deposit account shall be a current account or saving account or other types of account as determined by SECO.
2. In case Party A places a securities purchase order through Party B, Party A shall transfer the money in full for the amount of the securities ordered by Party A to the BCEL-KT for Aggregate account of Party B before sending the purchase order. In case the purchase order of Party A is not successfully executed, wholly or partly, and Party A wishes to withdraw the remaining amount of money, Party A shall contact with the correspondent bank of Party B by himself/herself.
3. In case Party A places a securities sale order through Party B and if this order is successfully executed, the money from the sale shall be transferred to the BCEL-KT for Aggregate account of Party B within the time T+2. If Party A wishes to withdraw this money, Party A shall contact the correspondent bank of Party B by himself/herself.
4. Party A agrees to appoint and assign the rights to Party B to withdraw or sequester the money in the account of Party A for paying the debts of Party A that is payable to Party B without any conditions and objections in case Party A had ordered Party B to undertake the transaction for the benefit of Party A accordingly to the rules of Party B.
5. In case Party A is dead or becomes an incapable person or similar to an incapable person or is sued to the court or other case and if Party B considers that it is appropriate to protect the interest of Party B, Party A agrees and accepts to allow Party B to immediately sell the securities or assets or other rights of Party A which are in the possession of Party B, wholly or partly, in order to pay the debts due by Party A to Party and buy the securities, wholly or partly, to replace the securities that Party A had ordered Party B to sell them, but Party A has not yet delivered the securities to Party B. Party B may also decide to close the account of Party A.

Article 13: Delivery of Securities

When securities trading has taken place, there shall be the delivery of securities as follows:

1. In case Party A has sent the securities purchase order through Party B and this order is successfully executed, Party A shall receive the securities in his/her securities account on the date of payment of the amount of the purchase of these securities (T+2).
2. In case Party B transfer the securities through the securities account at the LSX Depository Department to Party A or Party B has kept the securities that Party A has assigned Party B to purchase and keep with Party B in accordance with the order of Party A, this shall be considered that Party B has already delivered the securities to Party A in accordance with the relevant regulations.
3. In case Party A places a securities sale orders through Party B, the securities of Party B will be transferred to the account of the buyer on the day and at the time specified by the securities market or by Party B. In case Party A transfers the securities through the LSX Depository Department that the securities deposit center has made the arrangement for the deposit & withdrawal or transfer of securities for Party B or Party A has given an order to Party B to deliver the securities from Party A's securities kept with Party B, this shall be considered that Party A has already delivered the securities to Party B in accordance with the regulations.
4. In case Party A has the securities that are kept with Party B (these are the securities of Party A that Party B has deposited at the securities deposit center), Party A agrees to allow Party B to take these securities for delivery.

Article 14: Rights of Party A

According to this Agreement, Party A shall have the following rights:

1. Send the securities purchase-sale order through Party B.
2. Receive the notice of the outcome of the operations of the securities account and the balance in the securities account from Party B when needed.
3. Have the right to undertake the securities trading in compliance with the Decree on Securities and Securities Exchange and with other relevant regulations.
4. Party A shall have the knowledge on relevant regulations including the terms and conditions in securities trading of the company and shall recognize that it is the duty of Party A to have the knowledge and to comply with the relevant regulations, terms and conditions that the company will promulgate in the future; to perform in compliance with the regulations pertaining the securities and securities exchange.
5. Request the outcome of the analysis and information performed by the securities analysis division of Party B based on the capacity of Party B.
6. Have the right to make the claim on the obligations of Party B toward Party A.

Article 15: Obligations of Party A

According to this Agreement, Party A shall have the obligations toward Party B as follows:

1. Provide accurate and complete information to Party B. In case Party A provides inaccurate and incomplete information, Party A shall be held responsible for the loss that occurs from the provision of such inaccurate information.
2. Party A shall have a deposit account at the correspondence bank of Party B for serving the payment of the securities trading. This deposit account shall be a current deposit account or saving deposit account or other types of deposit account as determined SECO in each period.
3. Provide necessary documents as requested by Party B.
4. Party A agrees to appoint and assign the rights to Party B to undertake the transactions, such as submitting the application for authorization and forming the documents to facilitate the sale of the securities, and Party A agrees to pay all fees in accordance with the regulations.
5. Pay the securities price in accordance with the amount that Party A has sent the purchase order through Party B.
6. Pay the fees, the securities trading service charge, and other services charges (if any) for the services provided by Party B.
7. Ensure the availability of securities in sufficient number in its securities account before placing a sale order and the availability of money in the bank account is of sufficient amount for the payment of securities price and fees that are occurred from the use of the securities trading services.
8. Accept the outcome of the securities trading that Party B has performed in accordance with the order of Party A.
9. In case Party A sees that the sending of securities purchase-sale order is faulty or is not correct, Party A shall notify Party B on the day on which the securities trading is taken place, otherwise Party B will consider that Party A has accepted the purchase-sale order and such purchase-sale order shall be taken as a valid purchase-sale order.
10. Party A accepts that all securities trading that take place from the purchase-sale order of the customer shall be considered as the full decision of the customer. Any information or advice concerning securities trading given by any employee of Party B shall not be considered as the binding of Party B, and Party B will not be held responsible for the loss that occurs, except it is an intentional or careless act of Party B or it is contrary to the relevant regulations.
11. Party A agrees to allow Party B to become member of the securities deposit center in accordance with the law, decree and regulations on securities and securities exchange or with other applicable laws, and to use the services of this securities deposit center for the part that is concerned with the securities of Party A. Party A agrees to allow Party B to follow the principles, conditions, methods as well as the practices of the securities deposit center in all aspects, such as: giving the consent to allow the company to disclose the name, address, and other details relating to Party A for the information of the securities deposit center.
12. Party A ensures that all information given to Party B is correct and complete in all aspects.
13. In case Party A has changed the address, E-mail address, telephone number or other important information that affect the implementation of this Agreement, Party A shall immediately inform Party B. In case the information sent by Party A to Party B is incorrect information that has negative impacts on this Agreement, the debt of Party A shall immediately come to term of repayment and the customer shall be considered as the defaulter.
14. The notice, the information, or the enquiry that Party B has sent through a letter to the specified address of Party A or by E-mail as notified by Party A to Party B, Party A agrees that this shall be considered as the notification or information is being duly given, whether Party A has received by himself/herself or by another person on his/her behalf.

Article 16: Rights of Party B

According to this Agreement, Party B shall have the following rights:

1. Refuse to execute the purchase-sale order of securities of Party A when it is found that this order is a violation of the relevant laws and regulations or the by-laws of the company. Regarding the loss that occurs from such order, Party A has no right to claim for the compensation from Party B.

Article 17: Obligations of Party B

According to this Agreement, Party B shall have the obligations toward Party A as follows:

1. Execute all purchase and sale orders sent by Party A in compliance with the conditions and relevant regulations.
2. Ensure the confidentiality of the customer, such as: securities and the fund in the securities account, data relating to securities trading, except in case it is required to make the disclosure in accordance with the provisions of the laws or regulations in each period.
3. To inform Party A on an error in the confirmation of the purchase & sale order as soon as possible (within the day or next day after making the error in the confirmation of the purchase-sale order).
4. Pay the compensation to Party A for all the losses made from the purchase-sale caused by the mistake of Party B.
5. Report the outcome of the securities trading (if the purchase-sale order is matched, wholly or partly) to Party A in writing by sending the report to the place specified by Party A or by telephone or electronic methods as notified by Party A to Party B in accordance with the form specified by Party B or by relevant regulations. If this report is not required by Party A, Party B will not have to send it.
6. Party B will not be held responsible for any loss or damage that occurs from the following cases:
 - 1) Party B is unable to fully execute the purchase-sale order of Party A because the purchase-sale order of Party A cannot find a match in the purchase-sale.
 - 2) The mistake made by a third person, including but not limited to the counterpart of Party B while providing online securities trading services.
 - 3) The error of IT system and any concerned technical errors.

- 4) Party B has caused the delay and is unable to perform its duties in compliance with the conditions and rules due to error of IT system, failure of the information arrangement of the system and failure of the communication system.
- 5) Party B is unable to perform the trading because the information provided by Party A is delayed, incomplete and incorrect or Party B is not able to make the contact with Party A and there is evidence that Party B had made effort to contact Party A.
- 6) All expenses that occurred due to or related to this Agreement or concerned with the acts or exception of the acts of Party A or the correspondence of Party A including the losses and expenses incurred by Party B due to the claim or appeal by another person to make Party B responsible of this Agreement that is actually not caused by the acts of Party B, except in case of intentional or negligent acts of Party B or the employee and worker of Party B.
- 7) The damages occurred due to fire, storm, sit-in, disturbances, strike, war, take-over by State authority, error in the sending of information, error relating to the communication network system or delay caused by the communication network of external person or by State communication network, failure of equipments, electric failure or force majeure that affect the operations of Party B. These events shall not be occurred due to the intention or the negligence of Party B or of the employee or worker of Party B.

Article 18: Form and Organization of Dispute Settlement

All disputes that are arising out of this Agreement shall be settled in an amicable and equitable manner. In case the occurred dispute cannot be resolved, the two Parties can send this dispute to the correspondence who is the mediator or to the dispute settlement office for resolving in accordance with the law of the Lao PDR.

Article 19: Notice on the Change of Information of Party A

In case there is a change in the information, Party A shall inform Party B under this Agreement and shall deliver by hand or by registered post, telex, E-mail, or fax to the registered office of the concerned Party.

Article 20: Termination of the Agreement

This Agreement will be terminated in the following cases:

1. Both Parties have given their consent in writing.
2. Party A has lost his/her civil rights or Party B has lost its legal status as a juridical person, such as: termination of activities, bankruptcy, etc.
3. A Party is unable to continue to implement this Agreement due to force majeure.
4. A Party has violated the conditions of this Agreement and the continuation of this Agreement causes serious losses to both Parties.

Any Party of this Agreement who wishes to terminate the Agreement shall send a written notice to the other Party 7 days in advance. The termination of this Agreement has no effect on the rights and duties of the Parties that have been existed before the termination of this Agreement.

Article 21: Remarks

1. Upon signing this Agreement, Party A recognizes that the securities price is always changing up or down. In some case, the securities may lose all value. Party A acknowledges that securities trading is a risky venture.
2. Upon signing this Agreement, Party A recognizes that sending of securities purchase and sale orders through the internet and telephone system may have a risk that is caused by the error of the system and a third party. Party A accepts to take the risk and the loss which may occur from the sending of orders of this type due to error of the system, a third party and the action of Party A that affect the securities trading operations or the use of the account for securities trading of Party A.
3. Upon signing this Agreement, Party A recognizes that Party B has informed Party A on the duties, Business Operation Certificate, scope of business operations, registered capital and correspondence of the company.
4. Party A ensures that he/she will strictly follow the advices, rules and conditions of Party B concerning the use of the account and securities trading methods.

Article 22: Enforcement of Relevant Laws and Regulations

Party A and Party B shall perform in compliance with relevant laws and regulations of the Lao PDR.

Article 23: Effectiveness of the Contract

This Agreement is effective from the date of signature. Amendment to this Agreement can be made on the basis of written consent of both Parties. This Agreement is made in two copies, each Party keeps one copy and both copies have equal legal value.

On behalf of Party A
(The Customer)
(Name and Signature)

On behalf of Party B
(For BCEL-KT Securities Co., Ltd)
(Name and Signature)

Sign here >>> _____

First Witness:
(Name and Signature)

Second Witness:
(Name and Signature)



ບໍລິສັດເງິນສົ່ງ ທຸລະກະສານ ຈຳກັດ
BCEL-KT Securities Co., Ltd.

Lao People's Democratic Republic
Peace Independence Democracy Unity Prosperity

Securities Brokerage Agreement (for foreign individual investors)

No _____/BCEL-KT/MKT

☐ Stock

☐ Bond

☐ Government Bond

Account Number:

This Agreement is made on ____/____/202__ at the Head Office of BCEL-KT Securities Co., Ltd. between:

Party A: Customer

Full Name: Mr./Ms _____ Date of Birth _____ Nationality: _____;

Present Address: Village _____;

ID Card/Passport/Family Record Book Number: _____ Issued at: _____; Date of issue: _____;

Expiry Date: _____; Telephone: _____ Mobile Telephone: _____;

E-mail Address for securities trading contact: _____.

Bank Account Number: LAK _____ USD _____

THB _____ CNY _____

and

Party B: BCEL-KT Securities Co., Ltd

Head office: Thatluang Lake Special Economic Zone (TLSEZ), Building A5, Phonthan Village, Saysettha District, Vientiane Capital; Telephone No.: 00856-21-265477, www.bcel.kt.com; Securities Business License No: 11/ຄຄຊ, Date 11 September 2024;

Full name of the Authorized Representative: Ms. Senglav VONGSAVANTHONG; Position: Head of Brokerage Department as in accordance with Letter of Authorization No. ____/____ dated ____/____/202__.

The two Parties have agreed to jointly sign this Agreement with the following terms and conditions:

Article 1: Objective of the Agreement

This Agreement is made for the purpose of defining the rights and obligations, principles and conditions for sending & receiving the orders of securities purchase and sale, the payment between Party A and Party B with the aim of ensuring an efficient execution of the trading orders and the protection of the interest of both Parties.

Article 2: Conditions of the Agreement

Party A agrees to appoint and authorize Party B as the representative and/or broker agent of Party A for securities trading by taking this Agreement as deed of assignment of rights to undertake the transaction in accordance with this Agreement; and Party A agrees to pay the service fees to Party B in accordance with the relevant regulations.

The assignment of rights in accordance with Article 1 includes the assignment of rights to Party B to keep, transfer, receive from the transfer, deliver, receive, withdraw and deal with the dividends or other benefits relating to the securities to Party B. Furthermore, the assignment of rights also includes the subscription or the use of rights in stock for Party A as in accordance with the existing rights of Party A in case Party B considers that it is performed for the benefit of Party A; the payment for the amount of the purchase of the securities, the fees and other expenses relating to securities trading. Concerning the transaction performed by Party B for or on behalf of Party A in accordance with this Agreement, Party A accepts that this transaction shall have the same effect as it is performed by himself/herself and Party A will not reject the responsibility and will not dispute or raise the objection.

Article 3: Forms of Securities Trading

The securities' trading consists of two forms, namely: (1) Direct securities trading and (2) Indirect securities trading.

Article 4: Direct Securities Trading

Direct securities trading is the trading of securities in which Party A gives orders to purchase-sell the securities for Party B, in writing, by filling up the purchase and sale order form as determined by Party B.

Article 5: Indirect Securities Trading

Indirect securities trading is the trading of securities in which Party A gives orders to purchase-sell the securities for Party B through the use of technical instruments of communication, such as: telephone, fax, internet and other communication instruments as determined by Party B.

Article 6: Procedures of Sending-Receiving Orders of Direct Securities Trading

1. Party A who wishes to undertake direct securities trading shall fill up the information in the purchase-sale order form in a correct and complete manner as determined by Party B. After completing the purchase-sale order form, Party A shall send the form to Party B for recording the information in the trading system of the market;
2. The employee of Party B will check the correctness of the order form of Party A and sign the order form for certification;
3. According to this Agreement, the order form having the signatures of both Parties shall be considered and enforceable;
4. Party A can perform direct securities trading by assigning the rights in writing to Party B or to a third party. When the order form has the signature of the assignee of Party A, it shall be considered to be the purchase-sale order of Party A.

Article 7: Procedures of Sending-Receiving Orders of Indirect Securities Trading

1. Party A who wishes to undertake indirect securities trading shall present its securities purchase-sale order through telephone, fax, internet and other methods as determined by Party B.
2. The employee/system of Party B will execute the order of Party A after Party B's employee has received the information from Party A that are found to be correct.
3. Indirect securities trading through telephone, fax, internet and other methods as determined by Party B, and Party A consents to assign the right to the employee of Party B to execute the purchase-sale order and to sign on the order form in accordance with the assignment of Party A and Party A fully accepts the outcome of securities trading obtained from this assignment of rights for all cases.

Article 8: Record of Securities Purchase-Sale Order

Upon receiving the securities purchase-sale order from Party A, Party B shall record in writing or by sound recording and by other methods for using as evidence of the securities purchase-sale order of Party A. Party B shall keep such record for a period of 5 years.

Article 9: Effectiveness of Securities Purchase-Sale Order

All securities purchase-sale orders of Party A including the orders made orally, in writing or through telephone, fax, internet and by other methods as determined by Party B, after Party B has received the information of such orders clearly and without any doubt, shall be considered as valid orders of Party A, and in this transaction, Party A shall accept the outcome of such orders as it is performed by Party A himself/herself in all aspects.

Article 10: Notice on the Outcome of Securities Trading

Party B shall notify the outcome of the securities trading to Party A or the representative of Party A after completing the matching of buyers and sellers. This notice includes the information, such as: price, number, date of payment, fees of the broker, etc by sending through telephone, fax, internet and through other communication instrument as determined by Party B. In case Party A does not require to receive the information prescribed in this Article, Party B will not have the obligation to notify Party A.

Article 11: Termination and Change of Securities Purchase-Sale Order of Party A

In case of termination or change of securities purchase-sale order of Party A, wholly or partly, Party A shall inform Party B before the securities purchase-sale order of Party A is carried out. This termination or change will be valid only if Party A receives the confirmation from Party B. This termination or change shall not affect other transactions performed by Party B before the termination or change of purchase-sale order is confirmed.

Article 12: Payment for Securities Trading

1. Party A shall have a bank account at the correspondence bank of Party B which is to be used for the payment of the securities trading. This deposit account shall be a current account or saving account or other types of account as determined by SECO.
2. In case Party A places a securities purchase order through Party B, Party A shall transfer the money in full for the amount of the securities ordered by Party A to the BCEL-KT for Aggregate account of Party B before sending the purchase order. In case the purchase order of Party A is not successfully executed, wholly or partly, and Party A wishes to withdraw the remaining amount of money, Party A shall contact with the correspondent bank of Party B by himself/herself.
3. In case Party A places a securities sale order through Party B and if this order is successfully executed, the money from the sale shall be transferred to the BCEL-KT for Aggregate account of Party B within the time T+2. If Party A wishes to withdraw this money, Party A shall contact the correspondent bank of Party B by himself/herself.
4. Party A agrees to appoint and assign the rights to Party B to withdraw or sequester the money in the account of Party A for paying the debts of Party A that is payable to Party B without any conditions and objections in case Party A had ordered Party B to undertake the transaction for the benefit of Party A accordingly to the rules of Party B.
5. In case Party A is dead or becomes an incapable person or similar to an incapable person or is sued to the court or other case and if Party B considers that it is appropriate to protect the interest of Party B, Party A agrees and accepts to allow Party B to immediately sell the securities or assets or other rights of Party A which are in the possession of Party B, wholly or partly, in order to pay the debts due by Party A to Party and buy the securities, wholly or partly, to replace the securities that Party A had ordered Party B to sell them, but Party A has not yet delivered the securities to Party B. Party B may also decide to close the account of Party A.

Article 13: Delivery of Securities

When securities trading has taken place, there shall be the delivery of securities as follows:

1. In case Party A has sent the securities purchase order through Party B and this order is successfully executed, Party A shall receive the securities in his/her securities account on the date of payment of the amount of the purchase of these securities (T+2).
2. In case Party B transfer the securities through the securities account at the LSX Depository Department to Party A or Party B has kept the securities that Party A has assigned Party B to purchase and keep with Party B in accordance with the order of Party A, this shall be considered that Party B has already delivered the securities to Party A in accordance with the relevant regulations.
3. In case Party A places a securities sale orders through Party B, the securities of Party B will be transferred to the account of the buyer on the day and at the time specified by the securities market or by Party B. In case Party A transfers the securities through the LSX Depository Department that the securities deposit center has made the arrangement for the deposit & withdrawal or transfer of securities for Party B or Party A has given an order to Party B to deliver the securities from Party A's securities kept with Party B, this shall be considered that Party A has already delivered the securities to Party B in accordance with the regulations.
4. In case Party A has the securities that are kept with Party B (these are the securities of Party A that Party B has deposited at the securities deposit center), Party A agrees to allow Party B to take these securities for delivery.

Article 14: Rights of Party A

According to this Agreement, Party A shall have the following rights:

1. Send the securities purchase-sale order through Party B.
2. Receive the notice of the outcome of the operations of the securities account and the balance in the securities account from Party B when needed.
3. Have the right to undertake the securities trading in compliance with the Decree on Securities and Securities Exchange and with other relevant regulations.
4. Party A shall have the knowledge on relevant regulations including the terms and conditions in securities trading of the company and shall recognize that it is the duty of Party A to have the knowledge and to comply with the relevant regulations, terms and conditions that the company will promulgate in the future; to perform in compliance with the regulations pertaining the securities and securities exchange.
5. Request the outcome of the analysis and information performed by the securities analysis division of Party B based on the capacity of Party B.
6. Have the right to make the claim on the obligations of Party B toward Party A.

Article 15: Obligations of Party A

According to this Agreement, Party A shall have the obligations toward Party B as follows:

1. Provide accurate and complete information to Party B. In case Party A provides inaccurate and incomplete information, Party A shall be held responsible for the loss that occurs from the provision of such inaccurate information.
2. Party A shall have a deposit account at the correspondence bank of Party B for serving the payment of the securities trading. This deposit account shall be a current deposit account or saving deposit account or other types of deposit account as determined SECO in each period.
3. Provide necessary documents as requested by Party B.
4. Party A agrees to appoint and assign the rights to Party B to undertake the transactions, such as submitting the application for authorization and forming the documents to facilitate the sale of the securities, and Party A agrees to pay all fees in accordance with the regulations.
5. Pay the securities price in accordance with the amount that Party A has sent the purchase order through Party B.
6. Pay the fees, the securities trading service charge, and other services charges (if any) for the services provided by Party B.
7. Ensure the availability of securities in sufficient number in its securities account before placing a sale order and the availability of money in the bank account is of sufficient amount for the payment of securities price and fees that are occurred from the use of the securities trading services.
8. Accept the outcome of the securities trading that Party B has performed in accordance with the order of Party A.
9. In case Party A sees that the sending of securities purchase-sale order is faulty or is not correct, Party A shall notify Party B on the day on which the securities trading is taken place, otherwise Party B will consider that Party A has accepted the purchase-sale order and such purchase-sale order shall be taken as a valid purchase-sale order.
10. Party A accepts that all securities trading that take place from the purchase-sale order of the customer shall be considered as the full decision of the customer. Any information or advice concerning securities trading given by any employee of Party B shall not be considered as the binding of Party B, and Party B will not be held responsible for the loss that occurs, except it is an intentional or careless act of Party B or it is contrary to the relevant regulations.
11. Party A agrees to allow Party B to become member of the securities deposit center in accordance with the law, decree and regulations on securities and securities exchange or with other applicable laws, and to use the services of this securities deposit center for the part that is concerned with the securities of Party A. Party A agrees to allow Party B to follow the principles, conditions, methods as well as the practices of the securities deposit center in all aspects, such as: giving the consent to allow the company to disclose the name, address, and other details relating to Party A for the information of the securities deposit center.
12. Party A ensures that all information given to Party B is correct and complete in all aspects.
13. In case Party A has changed the address, E-mail address, telephone number or other important information that affect the implementation of this Agreement, Party A shall immediately inform Party B. In case the information sent by Party A to Party B is incorrect information that has negative impacts on this Agreement, the debt of Party A shall immediately come to term of repayment and the customer shall be considered as the defaulter.
14. The notice, the information, or the enquiry that Party B has sent through a letter to the specified address of Party A or by E-mail as notified by Party A to Party B, Party A agrees that this shall be considered as the notification or information is being duly given, whether Party A has received by himself/herself or by another person on his/her behalf.

Article 16: Rights of Party B

According to this Agreement, Party B shall have the following rights:

1. Refuse to execute the purchase-sale order of securities of Party A when it is found that this order is a violation of the relevant laws and regulations or the by-laws of the company. Regarding the loss that occurs from such order, Party A has no right to claim for the compensation from Party B.

Article 17: Obligations of Party B

According to this Agreement, Party B shall have the obligations toward Party A as follows:

1. Execute all purchase and sale orders sent by Party A in compliance with the conditions and relevant regulations.
2. Ensure the confidentiality of the customer, such as: securities and the fund in the securities account, data relating to securities trading, except in case it is required to make the disclosure in accordance with the provisions of the laws or regulations in each period.
3. To inform Party A on an error in the confirmation of the purchase & sale order as soon as possible (within the day or next day after making the error in the confirmation of the purchase-sale order).
4. Pay the compensation to Party A for all the losses made from the purchase-sale caused by the mistake of Party B.
5. Report the outcome of the securities trading (if the purchase-sale order is matched, wholly or partly) to Party A in writing by sending the report to the place specified by Party A or by telephone or electronic methods as notified by Party A to Party B in accordance with the form specified by Party B or by relevant regulations. If this report is not required by Party A, Party B will not have to send it.
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 - 1) Party B is unable to fully execute the purchase-sale order of Party A because the purchase-sale order of Party A cannot find a match in the purchase-sale.
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(Name and Signature)

On behalf of Party B
(For BCEL-KT Securities Co., Ltd)
(Name and Signature)

Sign here >>> _____

First Witness:
(Name and Signature)

Second Witness:
(Name and Signature)