ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ

ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ວັດທະນາຖາວອນ

❖❖❖❖๑๑๑❖❖❖❖

ตลาดหลักทรัพย์ลาว
LAO SECURITIES EXCHANGE

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 ❑ ບໍລິສັດເພື່ອການລົງທຶນ/Investment Corporation

❑ ບໍລິສັດຫຼັກຊັບ/Securities Company ❑ ກອງທຶນເພື່ອການລົງທຶນ/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. ຜູ່ຕາງໜ້າ/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

- ຜູ່ຕາງໜ້າ/Representative (ex: CEO):.....
- ມື້ອອກລະບຽບ/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) ຜູ່ຖືຮຸ້ນລາຍໃຫຍ່/Major Share Holder

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

ຂ້າພະເຈົ້າຂໍສະເໜີອອກລະຫັດນັກລົງທຶນສຳລັບຊື້-ຂາຍຝັນທະບັດ/I hereby apply for issuing of bond investor ID

ລາຍເຊັນຜູ່ສະເໜີ ຫຼື ຕົວແທນ/Applicant of Agent Signature

ເອກະສານຄັດຕິດ/Attachment

- *ສຳເນົາບັດປະຈຳຕົວ ສຳລັບນັກລົງທຶນພາຍໃນ/Copy of ID card for local investor only*
- *ສຳເນົາໜ້າສີເດີນທາງ 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*
- *ສັນຍາບາຍໜ້າຊື້-ຂາຍຫຼັກຊັບ ສຳລັບລູກຄ້າບໍລິສັດຫຼັກຊັບ/Brokerage Agreement for securities company's client only*

LAO PEOPLE'S DEMOCRATIC REPUBLIC
Peace Independence Democracy Unity Prosperity

ບໍລິສັດຫຼັກຊັບ ຫຄຕລ-ກຫ ຈຳກັດ
BCEL-KT Securities Co., Ltd.

Securities Account Application
(For foreign entities)

No_____/BCEL-KT/MK

Types of Account:

❑ Stock ❑ Bond ❑ Government Bond

Online application:

❑ HTS Program ❑ BCEL ONE application

General information:

Entity's Name: _____Country of Registration: _____

Enterprise Registration Number:_____ Office Address: _____

_____ Telephone: _____

Mobile:_____ Fax: _____ Email address:_____

Attached documents:

❑ Business license ❑ Tax license ❑ Investment license

❑ Copy of authorized person's Id, Passport and Alien card. ❑ Others

Name of Authorized persons who can endorse account opening and securities trading:

1._____

2._____

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 Exterieur 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)	

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

At _____, Date ____/____/_____

Marketing Officer Signature Entity's seal Applicant Signature

Lao People's Democratic Republic
Peace Independence Democracy Unity Prosperity

BCEL-KT ບໍລິສັດຫຼັກຊັບ ຫຄຕລ-ກທ ຈຳກັດ
BCEL-KT Securities Co., Ltd.

Securities Brokerage Agreement
(for foreign entities)

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

Entity'sName:_____;

Managing Director's Name _____; Business License Number: _____ ;

Issued at: _____; Date of issue: _____ ; Expiry Date: _____ ;

Office Address:_____ ;

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. Senglavy 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;

Sign here >>> _____

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 Pary 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.

Sign here >>> _____

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 availabiliy 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.

Sign here >>> _____

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

Sign here >>> _____

First Witness:	Second Witness:
(Name and Signature)	(Name and Signature)

Lao People's Democratic Republic
Peace Independence Democracy Unity Prosperity

BCEL-KT ບໍລິສັດຫຼັກຊັບ ຫຄຕລ-ກທ ຈຳກັດ
BCEL-KT Securities Co., Ltd.

Securities Brokerage Agreement
(for foreign entities)

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

Entity'sName:_____;

Managing Director's Name _____; Business License Number: _____ ;

Issued at: _____; Date of issue: _____ ; Expiry Date: _____ ;

Office Address:_____ ;

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. Senglavy 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;

Sign here >>> _____

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 Pary 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.

Sign here >>> _____

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 availabiliy 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.

Sign here >>> _____

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

Sign here >>> _____

First Witness:	Second Witness:
(Name and Signature)	(Name and Signature)

Lao People's Democratic Republic
Peace Independence Democracy Unity Prosperity

BCEL-KT ບໍລິສັດຫຼັກຊັບ ຫຄຕລ-ກທ ຈຳກັດ
BCEL-KT Securities Co., Ltd.

Securities Brokerage Agreement
(for foreign entities)

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

Entity'sName:_____;

Managing Director's Name _____; Business License Number: _____ ;

Issued at: _____; Date of issue: _____ ; Expiry Date: _____ ;

Office Address:_____ ;

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. Senglavy 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;

Sign here >>> _____

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 Pary 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.

Sign here >>> _____

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 availabiliy 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.

Sign here >>> _____

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

Sign here >>> _____

First Witness:	Second Witness:
(Name and Signature)	(Name and Signature)

ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ
ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ວັດທະນະຖາວອນ

****

ບໍລິສັດຫຼັກຊັບ ທຄຕລ-ກທ ຈຳກັດ
BCEL KT Securities Co.Ltd

ສັນຍາແຕ່ງຕັ້ງນາຍໜ້າຊື້-ຂາຍຫຼັກຊັບ
(ສຳລັບນັກລົງທຶນພາຍໃນ ປະເພດນິຕິບຸກຄົນ)

ເລກທີ_____/ທຄຕລ-ກທ/ກຕລ

❑ ບັນຊີຮຸ້ນ ❑ ບັນຊີຮຸ້ນກູ້ ❑ ບັນຊີພັນທະບັດ

ເລກບັນຊີ: | | | | | | |

ສັນຍາສະບັບນີ້ ໄດ້ຮັບການສ້າງຂຶ້ນໃນວັນທີ ____/____/202___ ທີ່ສຳນັກງານ ບໍລິສັດຫຼັກຊັບ ທຄຕລ-ກທ ຈຳກັດ ລະຫວ່າງ:

<u>ຝ່າຍ ກ: ລູກຄ້າ</u>

ຊື່ນິຕິບຸກຄົນ_____;

ຊື່ຜູ້ອຳນວຍການ:_____ໃບທະບຽນວິສາຫະກິດເລກທີ:_____ອອກໃຫ້ທີ່:_____;

ລົງວັນທີ:_____ໝົດອາຍຸ:_____;ທີ່ຢູ່ປະຈຸບັນ: _____;

ໂທລະສັບຕັ້ງໂຕະ_____ ໂທລະສັບມືຖື: _____ທີ່ຢູ່ອີເມວ ເພື່ອນຳໃຊ້ຕິດຕໍ່ຊື້-ຂາຍຫຼັກຊັບ _____.

ບັນຊີທະນາຄານເລກທີ: LAK_____USD_____

THB_____CNY_____

ແລະ

<u>ຝ່າຍ ຂ: ບໍລິສັດຫຼັກຊັບ ທຄຕລ-ກທ ຈຳກັດ</u>

ສຳນັກງານໃຫຍ່ຕັ້ງຢູ່: ຊັ້ນ 1 ອາຄານ A1, ຖະໜົນຈີງລ້ຽວ, ເຂດເສດຖະກິດພິເສດບຶງທາດຫຼວງ, ບ້ານໂພນທັນເໜືອ, ເມືອງໄຊເສດຖາ, ນະຄອນຫຼວງວຽງຈັນ. ໂທລະສັບ: (85621) 265477, www.bcel kt.com ,ໃບອະນຸຍາດສ້າງຕັ້ງເລກທີ: 11/ຄຄຊ, ລົງວັນທີ 11 ກັນຍາ 2024;

ຊື່ ແລະ ນາມສະກຸນຜູ້ຕາງໜ້າທີ່ໄດ້ຮັບມອບສິດ: **ທ່ານ ນ. ແສງລາວີ ວົງສາວັນທອງ** ຕຳແໜ່ງ: ຫົວໜ້າພະແນກຊື້-ຂາຍຫຼັກຊັບ ຕາມໃບມອບສິດເລກທີ _____/_____. ລົງວັນທີ_____/____/ 202__.

ທັງສອງຝ່າຍ ໄດ້ຕົກລົງເຊັນສັນຍາຮ່ວມກັນ ໂດຍມີເງື່ອນໄຂດັ່ງລຸ່ມນີ້:

<u>ມາດຕາ 1</u>: ຈຸດປະສົງຂອງສັນຍາ

ສັນຍາສະບັບນີ້ສ້າງຂຶ້ນເພື່ອກຳນົດສິດ ແລະ ພັນທະຂອງຄູ່ສັນຍາ, ຫຼັກການ ແລະ ເງື່ອນໄຂໃນການສື່- ຮັບຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບ, ການສະສາງ-ຊຳລະລະຫວ່າງຝ່າຍ ກ ແລະ ຝ່າຍ ຂ ແນໃສ່ຮັບປະກັນການຈັດຕັ້ງປະຕິບັດຄຳສັ່ງຊື້-ຂາຍ ໃຫ້ມີປະສິດທິພາບ ແລະ ປົກປ້ອງສິດຜົນປະໂຫຍດຂອງທັງສອງຝ່າຍ.

<u>ມາດຕາ 2</u>: ເງື່ອນໄຂຂອງສັນຍາ

ຝ່າຍ ກ ຕົກລົງແຕ່ງຕັ້ງ ແລະ ມອບສິດ ໃຫ້ຝ່າຍ ຂ ເປັນຕົວແທນ ແລະ ເປັນນາຍໜ້າໃຫ້ແກ່ຝ່າຍ ກ ໃນການຊື້-ຂາຍຫຼັກຊັບ ໂດຍຖືສັນຍາສະບັບນີ້ ເປັນໜັງສືມອບສິດໃຫ້ເຮັດທຸລະກຳຕາມສັນຍາສະບັບນີ້ ແລະ ຝ່າຍ ກ ຕົກລົງຈ່າຍຄ່າບໍລິການໃຫ້ແກ່ຝ່າຍ ຂ ຕາມລະບຽບການ.

ການມອບສິດ ຕາມວັກ 1 ຂອງມາດຕານີ້ ແມ່ນລວມເຖິງການມອບສິດໃຫ້ຝ່າຍ ຂ ເກັບຮັກສາ, ໂອນ, ຮັບໂອນ, ສິ່ງມອບ, ຮັບມອບ, ຖອນ ແລະ ແກ້ໄຂເງິນປັນຜົນ ຫຼື ຜົນປະໂຫຍດອື່ນໆ ກ່ຽວກັບຫຼັກຊັບໃຫ້ແກ່ຝ່າຍ ຂ. ນອກຈາກນີ້ ການມອບສິດແມ່ນລວມເຖິງການຈອງຊື້ ຫຼື ໃຊ້ສິດໃນຫຼັກຊັບໃດໆ ໃຫ້ກັບຝ່າຍ ກ ຕາມສິດທີ່ຝ່າຍ ກ ມີຢູ່ໃນກໍລະນີທີ່ຝ່າຍ ຂ ພິຈາລະນາແລ້ວເຫັນວ່າເປັນການເຮັດເພື່ອຜົນປະໂຫຍດຂອງຝ່າຍ ກ; ການຊຳລະຄ່າຊື້ຫຼັກຊັບ, ຄ່າທຳນຽມ ແລະ ຄ່າໃຊ້ຈ່າຍອື່ນໆ ກ່ຽວກັບການຊື້-ຂາຍຫຼັກຊັບ. ການທີ່ຝ່າຍ ຂ ເຮັດທຸລະກຳໃດໆ ໃຫ້ແກ່ ຫຼື ແທນຝ່າຍ ກ ຕາມສັນຍາສະບັບນີ້ ຝ່າຍ ກ ຍອມຮັບໃຫ້ມີຜົນເທົ່າກັບເປັນການເຮັດດ້ວຍຕົນເອງ ໂດຍຝ່າຍ ກ ຈະບໍ່ປະຕິເສດຄວາມຮັບຜິດຊອບ ແລະ ຈະບໍ່ໂຕ້ແຍ້ງ ຫຼື ຄັດຄ້ານ.

<u>ມາດຕາ 3</u>: ຮູບແບບການຊື້-ຂາຍຫຼັກຊັບ

ການຊື້-ຂາຍຫຼັກຊັບ ມີສອງຮູບແບບຄື: (1) ການຊື້-ຂາຍຫຼັກຊັບທາງກົງ ແລະ (2) ການຊື້-ຂາຍຫຼັກຊັບທາງອ້ອມ.

<u>ມາດຕາ 4</u>: ການຊື້-ຂາຍຫຼັກຊັບທາງກົງ

ການຊື້-ຂາຍຫຼັກຊັບທາງກົງ ແມ່ນການຊື້-ຂາຍຫຼັກຊັບ ທີ່ຝ່າຍ ກ ອອກຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບໃຫ້ແກ່ ຝ່າຍ ຂ ຢ່າງ ເປັນລາຍລັກອັກສອນໂດຍການປະກອບແບບຟອມໃບຄຳສັ່ງຊື້-ຂາຍຕາມການກຳນົດຂອງຝ່າຍ ຂ.

<u>ມາດຕາ 5</u>: ການຊື້-ຂາຍຫຼັກຊັບທາງອ້ອມ

ການຊື້-ຂາຍຫຼັກຊັບທາງອ້ອມ ແມ່ນການຊື້-ຂາຍຫຼັກຊັບ ທີ່ຝ່າຍ ກ ອອກຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບໃຫ້ຝ່າຍ ຂ ໂດຍຜ່ານການນຳໃຊ້ເຄື່ອງມືເຕັກນິກສື່ສານ ເຊັ່ນ: ໂທລະສັບ, ອິນເຕີເນັດ ແລະ ເຄື່ອງມືຊື່ສານອື່ນໆ ຕາມການກຳນົດຂອງຝ່າຍ ຂ.

<u>ມາດຕາ 6</u>: ຂັ້ນຕອນການສົ່ງ ຮັບຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບທາງກົງ

1. ຝ່າຍ ກ ທີ່ມີຈຸດປະສົງຊື້-ຂາຍຫຼັກຊັບທາງກົງ ຕ້ອງຕື່ມຂໍ້ມູນໃສ່ແບບຟອມໃບຄຳສັ່ງຊື້-ຂາຍໃຫ້ຖືກຕ້ອງ ແລະ ຄົບຖ້ວນຕາມການກຳນົດຂອງ ຝ່າຍ ຂ. ພາຍຫຼັງຕື່ມຂໍ້ມູນໃສ່ແບບຟອມໃບຄຳສັ່ງສຳເລັດແລ້ວ ຝ່າຍ ກ ຕ້ອງລົງໃຫ້ຝ່າຍ ຂ ເພື່ອປ້ອນຂໍ້ມູນເຫຼົ່ານັ້ນ ໃສ່ລະບົບຊື້-ຂາຍຂອງຕະຫຼາດ;
2. ພະນັກງານຂອງຝ່າຍ ຂ ຈະກວດກາເບິ່ງຄວາມຖືກຕ້ອງຂອງແບບຟອມຄຳສັ່ງຂອງຝ່າຍ ກ ແລະ ເຊັນຢັ້ງຢືນ;
3. ອີງຕາມສັນຍາສະບັບນີ້ ແບບຟອມໃບຄຳສັ່ງທີ່ມີລາຍເຊັນທັງສອງຝ່າຍ ຖືວ່າມີຜົນບັງຄັບໃຊ້;
4. ຝ່າຍ ກ ສາມາດຊື້-ຂາຍຫຼັກຊັບທາງກົງ ໂດຍການມອບສິດຢ່າງເປັນລາຍລັກອັກສອນໃຫ້ຝ່າຍ ຂ ຫຼື ບຸກຄົນທີສາມ. ໃນກໍລະນີນີ້ ລາຍເຊັນຂອງຜູ້ໄດ້ຮັບມອບສິດຈາກຝ່າຍ ກ ຢູ່ໃນແບບຟອມຄຳສັ່ງ ຖືວ່າເປັນຄຳສັ່ງຊື້-ຂາຍ ຂອງຝ່າຍ ກ.

ເຊັນບ່ອນນີ້ ⇨ _____

<u>ມາດຕາ 7</u>: ຂັ້ນຕອນການສັ່ງ ຮັບຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບທາງອ້ອມ

1. ຝ່າຍ ກ ທີ່ມີຈຸດປະສົງຊື້-ຂາຍຫຼັກຊັບທາງອ້ອມ ຕ້ອງສະເໜີຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຂອງຕົນຜ່ານທາງໂທລະສັບ, ອິນເຕີເນັດ ແລະ ວິທີການອື່ນໆ ຕາມການກຳນົດຂອງຝ່າຍ ຂ.
2. ພະນັກງານ/ລະບົບຂອງຝ່າຍ ຂ ຈະປະຕິບັດຄຳສັ່ງຂອງຝ່າຍ ກ ພາຍຫຼັງພະນັກງານຂອງຝ່າຍ ຂ ໄດ້ຮັບຂໍ້ມູນຈາກຝ່າຍ ກ ທີ່ເຫັນວ່າຖືກຕ້ອງ;
3. ການຊື້-ຂາຍຫຼັກຊັບທາງອ້ອມ ໂດຍຜ່ານທາງໂທລະສັບ, ອິນເຕີເນັດ ແລະ ວິທີການອື່ນໆ ຕາມການກຳນົດຂອງຝ່າຍ ຂ ແລະ ຝ່າຍ ກ ຕົກລົງມອບສິດໃຫ້ພະນັກງານຂອງຝ່າຍ ຂ ປະຕິບັດຄຳສັ່ງຊື້-ຂາຍ ແລະ ລົງລາຍເຊັນໃນແບບຟອມຄຳສັ່ງຕາມການມອບໝາຍຂອງຝ່າຍ ກ ແລະ ຝ່າຍ ກ ຍອມຮັບຜົນການຊື້-ຂາຍຫຼັກຊັບທັງໝົດທີ່ເກີດຈາກການມອບສິດດັ່ງກ່າວ ໃນທຸກກໍລະນີ.

<u>ມາດຕາ 8</u>: ການບັນທຶກຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບ

ໃນເວລາຮັບຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຈາກຝ່າຍ ກ, ຝ່າຍ ຂ ຕ້ອງບັນທຶກຢ່າງເປັນລາຍລັກອັກສອນ ຫຼື ບັນທຶກສຽງ ແລະ ວິທີການອື່ນໆ ເພື່ອນຳໃຊ້ເປັນສິ່ງຢັ້ງຢືນຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຂອງຝ່າຍ ກ. ການບັນທຶກດັ່ງກ່າວ ຝ່າຍ ຂ ຕ້ອງເກັບຮັກສາໄວ້ເປັນເວລາ **5** ປີ.

<u>ມາດຕາ 9</u>: ຜົນສັກສິດຂອງຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບ

ທຸກຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຂອງຝ່າຍ ກ ລວມທັງຄຳສັ່ງດ້ວຍວາຈາ ຫຼື ເປັນລາຍລັກອັກສອນ ຫຼື ທາງໂທລະສັບ, ອິນເຕີເນັດ ແລະ ດ້ວຍວິທີການອື່ນໆ ຕາມການກຳນົດຂອງຝ່າຍ ຂ ພາຍ ຫຼັງຝ່າຍ ຂ ໄດ້ຮັບຊາບຄຳສັ່ງນັ້ນຢ່າງຊັດເຈນ ປັດສະຈາກຂໍ້ສົງໃສແລ້ວຖືວ່າເປັນຄຳສັ່ງທີ່ຖືກຕ້ອງຂອງຝ່າຍ ກ ແລະ ໃນທຸລະກຳນີ້ ຝ່າຍ ກ ຕ້ອງຍອມຮັບຜົນຂອງຄຳສັ່ງດັ່ງກ່າວເໝືອນກັບວ່າຝ່າຍ ກ ໄດ້ເຮັດທຸລະກຳນັ້ນດ້ວຍຕົນເອງທຸກປະການ.

<u>ມາດຕາ 10</u>: ການແຈ້ງຜົນການຊື້-ຂາຍຫຼັກຊັບ

ຝ່າຍ ຂ ຕ້ອງແຈ້ງຜົນການຊື້-ຂາຍຫຼັກຊັບໃຫ້ແກ່ຝ່າຍ ກ ຫຼື ຜູ້ຕາງໜ້າຊາບພາຍຫຼັງການຈັບຄູ່ຊື້-ຂາຍສຳເລັດ ຊຶ່ງລວມມີຂໍ້ມູນດັ່ງນີ້: (1) ລາຄາ, ຈຳນວນ, ວັນທີຊຳລະ, ຄ່າທຳນຽມນາຍໜ້າ ແລະ ອື່ນໆ ໂດຍຜ່ານທາງໄປສະນີ, ໂທລະສັບ, ອິນເຕີເນັດ ແລະ ຜ່ານເຄື່ອງມືສື່ສານອື່ນໆ ຕາມການກຳນົດຂອງຝ່າຍ ຂ. ໃນກໍລະນີຝ່າຍ ກ ບໍ່ຕ້ອງການຂໍ້ມູນທີ່ລະບຸໄວ້ໃນມາດຕານີ້ ຝ່າຍ ຂ ບໍ່ມີພັນທະແຈ້ງໃຫ້ຝ່າຍ ກ ຊາບ.

<u>ມາດຕາ 11</u>: ການຍົກເລີກ ຫຼືປ່ຽນແປງຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຂອງຝ່າຍ ກ

ການຍົກເລີກ ຫຼື ປ່ຽນແປງຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຂອງຝ່າຍ ກ ທັງໝົດ ຫຼື ບາງສ່ວນ ຝ່າຍ ກ ຕ້ອງແຈ້ງໃຫ້ຝ່າຍ ຂ ຊາບກ່ອນຄຳສັ່ງຊື້-ຂາຍຂອງຝ່າຍ ກ ຖືກຈັດຕັ້ງປະຕິບັດສຳເລັດ. ການຍົກເລີກ ຫຼື ປ່ຽນແປງຄຳສັ່ງດັ່ງກ່າວ ຈະມີຜົນສັກສິດກໍຕໍ່ເມື່ອຝ່າຍ ກ ໄດ້ຮັບແຈ້ງຢືນຢັນຈາກຝ່າຍ ຂ ເທົ່ານັ້ນ. ການຍົກເລີກ ຫຼື ການປ່ຽນແປງດັ່ງກ່າວ ຈະບໍ່ມີຜົນກະທົບ ຕໍ່ທຸລະກຳຕ່າງໆ ທີ່ຝ່າຍ ຂ ໄດ້ປະຕິບັດກ່ອນການຍົກເລີກ ຫຼື ປ່ຽນແປງຄຳສັ່ງຊື້-ຂາຍໄດ້ຮັບການຢືນຢັນ.

<u>ມາດຕາ 12</u>: ການຊຳລະເງິນໃນການຊື້-ຂາຍຫຼັກຊັບ

1. ຝ່າຍ ກ ຕ້ອງມີບັນຊີເງິນຝາກຢູ່ທະນາຄານຕົວແທນຂອງຝ່າຍ ຂ ເພື່ອຮອງຮັບການຊຳລະຊື້-ຂາຍຫຼັກຊັບ. ບັນຊີເງິນຝາກດັ່ງກ່າວ ຕ້ອງແມ່ນບັນຊີເງິນຝາກກະແສລາຍວັນ ຫຼື ບັນຊີເງິນຝາກປະຢັດ ຫຼື ບັນຊີປະເພດອື່ນໆ ຕາມການກຳນົດຂອງ ສຳນັກງານ ຄຄຊ.
2. ກໍລະນີຝ່າຍ ກ ສັ່ງຄຳສັ່ງຊື້ຫຼັກຊັບຜ່ານຝ່າຍ ຂ, ຝ່າຍ ກ ຕ້ອງໂອນເງິນໃຫ້ຄົບຖ້ວນຕາມມູນຄ່າຫຼັກຊັບທີ່ຝ່າຍ ກ ສັ່ງຊື້ເຂົ້າບັນຊີເງິນຝາກຂອງຝ່າຍ ຂ (ບັນຊີເພື່ອລູກຄ້າ) ກ່ອນສົ່ງຄຳສັ່ງຊື້. ໃນກໍລະນີ ຄຳສັ່ງຊື້ຂອງຝ່າຍ ກ ບໍ່ປະສົບຜົນສຳເລັດທັງໝົດ ຫຼື ບາງສ່ວນ ແລະ ຝ່າຍ ກ ຕ້ອງການຖອນເງິນສ່ວນທີ່ເຫຼືອຄືນ ແມ່ນໃຫ້ຝ່າຍ ກ ໄປພົວພັນກັບທະນາຄານຕົວແທນຂອງຝ່າຍ ຂ ດ້ວຍຕົນເອງເລີຍ.
3. ກໍລະນີຝ່າຍ ກ ສົ່ງຄຳສັ່ງຂາຍຫຼັກຊັບຜ່ານຝ່າຍ ຂ ຖ້າວ່າຄຳສັ່ງດັ່ງກ່າວສຳເລັດ ເງິນທີ່ໄດ້ຈາກການຂາຍຈະຖືກໂອນເຂົ້າບັນຊີເງິນຝາກຂອງຝ່າຍ ຂ (ບັນຊີເພື່ອລູກຄ້າ) ພາຍໃນເວລາ T+2. ຖ້າຝ່າຍ ກ ຕ້ອງການຖອນເງິນດັ່ງກ່າວ ໃຫ້ຝ່າຍ ກ ໄປພົວພັນກັບທະນາຄານຕົວແທນຂອງຝ່າຍ ຂ ດ້ວຍຕົນເອງເລີຍ.
4. ຝ່າຍ ກ ຕົກລົງແຕ່ງຕັ້ງ ແລະ ມອບໝາຍສິດໃຫ້ຝ່າຍ ຂ ໃນການເບີກຖອນ ຫຼື ອາຍັດເງິນໃນບັນຊີຂອງຝ່າຍ ກ ເພື່ອຊຳລະໜີ້ສິນຕ່າງໆ ທີ່ຝ່າຍ ກ ມີຕໍ່ຝ່າຍ ຂ ໂດຍບໍ່ມີເງື່ອນໄຂ ແລະ ຂໍ້ໂຕ້ແຍ້ງໃດໆ ໃນກໍລະນີ ຝ່າຍ ກ ໄດ້ສັ່ງໃຫ້ຝ່າຍ ຂ ເຮັດທຸລະກຳເພື່ອຜົນປະໂຫຍດຂອງຝ່າຍ ກ ຕາມລະບຽບຂອງຝ່າຍ ຂ.
5. ໃນກໍລະນີຝ່າຍ ກ ເສຍຊີວິດ ຫຼື ກາຍເປັນຄົນບໍ່ມີຄວາມສາມາດ ຫຼື ຄ້າຍຄືບໍ່ມີຄວາມສາມາດ ຫຼື ຖືກຮ້ອງຟ້ອງດຳເນີນຄະດີ ຫຼື ກໍລະນີອື່ນໆ ເມື່ອຝ່າຍ ຂ ເຫັນເປັນການສົມຄວນເພື່ອປົກປ້ອງຜົນປະໂຫຍດຂອງຝ່າຍ ຂ, ຝ່າຍ ກ ຕົກລົງ ແລະ ຍິນຍອມໃຫ້ຝ່າຍ ຂ ຂາຍຫຼັກຊັບ ຫຼື ຊັບສິນ ຫຼື ສິດອື່ນໆ ຂອງຝ່າຍ ກ ທີ່ຢູ່ໃນການຄອບຄອງ ຂອງຝ່າຍ ຂ ທັງໝົດ ຫຼື ບາງສ່ວນໄດ້ທັນທີ ເພື່ອຊຳລະໜີ້ຄ້າງຊຳລະທີ່ຝ່າຍ ກ ມີຕໍ່ຝ່າຍ ຂ ແລະ ຊື້ຫຼັກຊັບທັງໝົດ ຫຼື ບາງສ່ວນເພື່ອທົດແທນຫຼັກຊັບທີ່ຝ່າຍ ກ ໄດ້ສັ່ງໃຫ້ຝ່າຍ ຂ ຂາຍໄປແລ້ວ ແຕ່ຝ່າຍ ກ ຍັງບໍ່ທັນໄດ້ສົ່ງມອບຫຼັກຊັບໃຫ້ຝ່າຍ ຂ. ນອກຈາກນີ້ ຝ່າຍ ຂ ສາມາດຕັດສິນປິດບັນຊີຂອງຝ່າຍ ກ.

<u>ມາດຕາ 13</u>: ການສົ່ງ ມອບຫຼັກຊັບ

ເມື່ອມີການຊື້-ຂາຍຫຼັກຊັບ ຕ້ອງສົ່ງມອບຫຼັກຊັບດັ່ງນີ້:

1. ໃນກໍລະນີຝ່າຍ ກ ໄດ້ສົ່ງຄຳສັ່ງຊື້ຫຼັກຊັບ ໂດຍຜ່ານຝ່າຍ ຂ ແລ້ວຄຳສັ່ງດັ່ງກ່າວປະສົບຜົນສຳເລັດ, ຝ່າຍ ກ ຈະໄດ້ຮັບຫຼັກຊັບເຂົ້າບັນຊີຫຼັກຊັບຂອງຕົນ ພາຍໃນວັນທີ່ມີການຊຳລະຄ່າຊື້ຫຼັກຊັບດັ່ງກ່າວ (T+2).
2. ໃນກໍລະນີ ຝ່າຍ ຂ ໂອນຫຼັກຊັບຜ່ານບັນຊີຝາກຫຼັກຊັບທີ່ສູນຮັບຝາກຫຼັກຊັບໃຫ້ຝ່າຍ ກ ຫຼື ຝ່າຍ ຂ ໄດ້ເກັບຮັກສາຫຼັກຊັບທີ່ຝ່າຍ ກ ມອບໝາຍໃຫ້ຊື້ ແລະ ເກັບໄວ້ກັບຝ່າຍ ຂ ຕາມຄຳສັ່ງຂອງຝ່າຍ ກ ໃຫ້ຖືວ່າຝ່າຍ ຂ ໄດ້ສົ່ງມອບຫຼັກຊັບໃຫ້ແກ່ຝ່າຍ ກ ຕາມລະບຽບການແລ້ວ.
3. ໃນກໍລະນີ ຝ່າຍ ກ ສັ່ງຂາຍຫຼັກຊັບຜ່ານຝ່າຍ ຂ, ຫຼັກຊັບຂອງຝ່າຍ ຂ ຈະຖືກໂອນໄປໃຫ້ບັນຊີຂອງຜູ້ຊື້ ພາຍໃນວັນ ແລະ ເວລາທີ່ຕະຫຼາດຫຼັກຊັບ ຫຼື ຝ່າຍ ຂ ກຳນົດ. ໃນກໍລະນີຝ່າຍ ກ ໂອນຫຼັກຊັບຜ່ານບັນຊີຝາກຫຼັກຊັບທີ່ສູນຮັບຝາກຫຼັກຊັບຈັດໄວ້ເພື່ອການຝາກ ຖອນ ຫຼື ໂອນຫຼັກຊັບໃຫ້ແກ່ຝ່າຍ ຂ ຫຼື ຝ່າຍ ກ ໄດ້ມີຄຳສັ່ງໃຫ້ຝ່າຍ ຂ ສົ່ງມອບຫຼັກຊັບຈາກຫຼັກຊັບຂອງຝ່າຍ ກ ທີ່ເກັບຮັກສາໄວ້ກັບຝ່າຍ ຂ ນັ້ນ ໃຫ້ຖືວ່າຝ່າຍ ກ ໄດ້ສົ່ງມອບຫຼັກຊັບໃຫ້ຝ່າຍ ຂ ຕາມລະບຽບການແລ້ວ.
4. ໃນກໍລະນີຝ່າຍ ກ ມີຫຼັກຊັບເກັບຮັກສາໄວ້ກັບຝ່າຍ ຂ (ໝາຍເຖິງຫຼັກຊັບຂອງຝ່າຍ ກ ທີ່ຝ່າຍ ຂ ນຳໄປຝາກໄວ້ກັບສູນຮັບຝາກຫຼັກຊັບ) ຝ່າຍ ກ ຍິນຍອມໃຫ້ຝ່າຍ ຂ ສາມາດນຳຫຼັກຊັບທີ່ເກັບຮັກສາໄວ້ນັ້ນມາສົ່ງມອບໄດ້).

<u>ມາດຕາ 14</u>: ສິດ ຂອງຝ່າຍ ກ

ອີງຕາມສັນຍາສະບັບນີ້ ຝ່າຍ ກ ມີສິດ ດັ່ງນີ້:

1. ສົ່ງຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບໂດຍຜ່ານ ຝ່າຍ ຂ;
2. ຮັບໃບແຈ້ງຜົນການເຄື່ອນໄຫວບັນຊີຫຼັກຊັບ ແລະ ຍອດເງິນໃນບັນຊີຫຼັກຊັບຈາກຝ່າຍ ຂ ເມື່ອຕ້ອງການ;
3. ມີສິດຊື້-ຂາຍຫຼັກຊັບ ໂດຍສອດຄ່ອງກັບດຳລັດວ່າດ້ວຍຫຼັກຊັບ ແລະ ຕະຫຼາດຫຼັກຊັບ ແລະ ລະບຽບການອື່ນໆ ທີ່ກ່ຽວຂ້ອງ;
4. ຝ່າຍ ກ ຕ້ອງຮັບຮູ້ລະບຽບການທີ່ກ່ຽວຂ້ອງຕ່າງໆ ລວມເຖິງຂໍ້ກຳນົດ ແລະ ເງື່ອນໄຂໃນການຊື້-ຂາຍຫຼັກຊັບຂອງບໍລິສັດ ແລະ ຮັບຊາບວ່າເປັນໜ້າທີ່ຂອງຝ່າຍ ກ ຕ້ອງທຳຄວາມເຂົ້າໃຈ ແລະ ປະຕິບັດຕາມລະບຽບການທີ່ກ່ຽວຂ້ອງຕ່າງໆ, ຂໍ້ກຳນົດ ແລະ ເງື່ອນໄຂຕ່າງໆ ທີ່ບໍລິສັດຈະປະກາດໃຊ້ໃນຕໍ່ໜ້າ; ປະຕິບັດຢ່າງຖືກຕ້ອງຕາມລະບຽບການທີ່ກ່ຽວຂ້ອງກັບວຽກງານຫຼັກຊັບ ແລະ ຕະຫຼາດຫຼັກຊັບ;
5. ຂໍຜົນການວິເຄາະ ແລະ ຂໍ້ມູນທີ່ປະຕິບັດໂດຍຜະແນກວິເຄາະຫຼັກຊັບຂອງຝ່າຍ ຂ ຕາມຄວາມອາດສາມາດຂອງ ຝ່າຍ ຂ;
6. ມີສິດທວງຖາມຝັນທະຕ່າງໆທີ່ຝ່າຍ ຂ ມີຕໍ່ຝ່າຍ ກ.

ເຊັນບ່ອນນີ້ _____

<u>ມາດຕາ 15</u>: ພັນທະຂອງຝ່າຍ ກ

ອີງຕາມສັນຍາສະບັບນີ້ ຝ່າຍ ກ ມີພັນທະຕໍ່ຝ່າຍ ຂ ດັ່ງນີ້:

1. ສະໜອງຂໍ້ມູນທີ່ຖືກຕ້ອງ ແລະ ຄົບຖ້ວນໃຫ້ແກ່ຝ່າຍ ຂ. ໃນກໍລະນີຝ່າຍ ກ ສະໜອງຂໍ້ມູນທີ່ບໍ່ຖືກຕ້ອງ ແລະ ຄົບຖ້ວນ ຝ່າຍ ກ ຕ້ອງຮັບຜິດຊອບຕໍ່ຄວາມເສຍຫາຍທີ່ເກີດຂຶ້ນຈາກການສະໜອງຂໍ້ມູນທີ່ບໍ່ຖືກຕ້ອງດັ່ງກ່າວ;
2. ຝ່າຍ ກ ຕ້ອງມີບັນຊີເງິນຝາກຢູ່ທະນາຄານຕົວແທນຂອງຝ່າຍ ຂ ເພື່ອຮອງຮັບການຊຳລະການຊື້-ຂາຍຫຼັກຊັບ. ບັນຊີເງິນຝາກດັ່ງກ່າວ ຕ້ອງແມ່ນບັນຊີເງິນຝາກກະແສລາຍວັນ ຫຼື ບັນຊີເງິນຝາກປະຢັດ ຫຼື ບັນຊີເງິນຝາກປະເພດ ອື່ນໆ ຕາມການກຳນົດຂອງສຳນັກງານ ຄລຕ ໃນແຕ່ລະໄລຍະ;
3. ສະໜອງເອກະສານຕ່າງໆ ທີ່ຈຳເປັນຕາມການສະເໜີຂອງຝ່າຍ ຂ;
4. ຝ່າຍ ກ ຍິນດີມອບສິດ ແລະ ແຕ່ງຕັ້ງໃຫ້ຝ່າຍ ຂ ໃນການດຳເນີນທຸລະກຳຕ່າງໆ ເຊັ່ນ: ການສະເໜີ ຂໍອະນຸຍາດຕ່າງໆ ແລະ ການປະກອບເອກະສານ ເພື່ອອຳນວຍຄວາມສະດວກໃນການຂາຍຮຸ້ນ (ຫຼັກຊັບ) ຂອງຕົນ ໂດຍຝ່າຍ ກ ຍິນດີຮັບຜິດຊອບຈ່າຍຄ່າທຳນຽມຕ່າງໆ ຕາມລະບຽບການ;
5. ຊຳລະຄ່າຫຼັກຊັບຕາມມູນຄ່າທີ່ຝ່າຍ ກ ສັ່ງຄຳສັ່ງຊື້ຜ່ານຝ່າຍ ຂ;
6. ຊຳລະຄ່າທຳນຽມ, ຄ່າບໍລິການຊື້-ຂາຍຫຼັກຊັບ ແລະ ຄ່າບໍລິການອື່ນໆ (ຖ້າມີ) ສຳລັບການບໍລິການທີ່ຝ່າຍ ຂ ສະໜອງໃຫ້;
7. ຮັບປະກັນໃຫ້ມີຫຼັກຊັບພຽງພໍໃນບັນຊີຫຼັກຊັບຂອງຕົນກ່ອນອອກຄຳສັ່ງຂາຍຫຼັກຊັບ ແລະ ມີເງິນໃນບັນຊີທະນາຄານ ພຽງພໍເພື່ອຊຳລະຄ່າຫຼັກຊັບ ແລະ ຄ່າທຳນຽມຕ່າງໆ ທີ່ເກີດຈາກການນຳໃຊ້ບໍລິການຊື້-ຂາຍຫຼັກຊັບທຸກຄັ້ງ;
8. ຍອມຮັບຜົນການຊື້-ຂາຍຫຼັກຊັບທີ່ຝ່າຍ ຂ ໄດ້ປະຕິບັດຕາມສຳສັ່ງຂອງຝ່າຍ ກ;
9. ໃນກໍລະນີຝ່າຍ ກ ເຫັນວ່າມີການສັ່ງຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຜິດພາດ ຫຼື ບໍ່ຖືກຕ້ອງ ຝ່າຍ ກ ຕ້ອງແຈ້ງໃຫ້ ຝ່າຍ ຂ ຊາບພາຍໃນວັນທີ່ມີການຊື້-ຂາຍຫຼັກຊັບ ຖ້າບໍ່ດັ່ງນັ້ນ ຝ່າຍ ຂ ຈະຖືວ່າ ຝ່າຍ ກ ຍອມຮັບຄຳສັ່ງຊື້-ຂາຍ ແລະ ຄຳສັ່ງຊື້-ຂາຍດັ່ງກ່າວ ເປັນຄຳສັ່ງຊື້-ຂາຍທີ່ຖືກຕ້ອງ;
10. ຝ່າຍ ກ ຍອມຮັບວ່າ ທຸກການຊື້-ຂາຍຫຼັກຊັບທີ່ເກີດຈາກຄຳສັ່ງຊື້-ຂາຍຂອງລູກຄ້າ ຖືວ່າເປັນການຕັດສິນໃຈຂອງລູກຄ້າທັງໝົດ. ຂໍ້ມູນຂ່າວສານ ຫຼື ການແນະນຳໃດໆ ກ່ຽວກັບການຊື້-ຂາຍຫຼັກຊັບ ຈາກພະນັກງານຄົນໃດຄົນໜຶ່ງຂອງ ຝ່າຍ ຂ ຖືວ່າບໍ່ແມ່ນພາລະຜູກພັນຂອງຝ່າຍ ຂ ແລະ ຝ່າຍ ຂ ບໍ່ມີຄວາມຮັບຜິດຊອບຕໍ່ຜົນເສຍຫາຍທີ່ເກີດຂຶ້ນ ເວັ້ນແຕ່ເປັນການຈົງໃຈ ຫຼື ຄວາມປະໝາດຂອງຝ່າຍ ຂ ຫຼື ເປັນການຂັດຕໍ່ລະບຽບທີ່ກ່ຽວຂ້ອງ;
11. ຍິນຍອມໃຫ້ຝ່າຍ ຂ ເຂົ້າເປັນສະມາຊິກຂອງສູນຮັບຝາກຫຼັກຊັບຕາມກົດໝາຍ, ດຳລັດ ແລະ ລະບຽບການຕ່າງໆ ກ່ຽວກັບຫຼັກຊັບ ແລະ ຕະຫຼາດຫຼັກຊັບ ຫຼື ຕາມກົດໝາຍອື່ນໆ ໄດ້ປະກາດໃຊ້ ແລະ ໃຊ້ບໍລິການຕ່າງໆ ຂອງສູນຮັບຝາກຫຼັກຊັບດັ່ງກ່າວໃນສ່ວນທີ່ກ່ຽວຂ້ອງກັບຫຼັກຊັບຂອງຝ່າຍ ກ. ຝ່າຍ ກ ເຫັນດີໃຫ້ຝ່າຍ ຂ ປະຕິບັດຕາມຫຼັກການ, ເງື່ອນໄຂ, ວິທີການຕະຫຼອດຮອດແນວທາງປະຕິບັດຂອງສູນຮັບຝາກຫຼັກຊັບໄດ້ທຸກປະການເຊັ່ນ: ຕົກລົງໃຫ້ບໍລິສັດເປີດເຜີຍຊື່, ທີ່ຢູ່ ແລະ ລາຍລະອຽດອື່ນໆ ກ່ຽວກັບຝ່າຍ ກ ເພື່ອໃຫ້ສູນຮັບຝາກຫຼັກຊັບຮັບຊາບ;
12. ຝ່າຍ ກ ຂໍຮັບຮອງວ່າຂໍ້ມູນຕ່າງໆ ທີ່ແຈ້ງໃຫ້ແກ່ຝ່າຍ ຂ ເປັນຂໍ້ມູນທີ່ຖືກຕ້ອງ ແລະ ຄົບຖ້ວນທຸກປະການ.
13. ໃນກໍລະນີຝ່າຍ ກ ມີການປ່ຽນແປງທີ່ຢູ່, ທີ່ຢູ່ອີເມວ, ໝາຍເລກໂທລະສັບ ຫຼື ຂໍ້ມູນທີ່ສຳຄັນອື່ນໆ ທີ່ມີຜົນຕໍ່ການຈັດຕັ້ງປະຕິບັດສັນຍາສະບັບນີ້ ຝ່າຍ ກ ຕ້ອງແຈ້ງໃຫ້ ຝ່າຍ ຂ ຊາບທັນທີ. ຖ້າຂໍ້ມູນໃດທີ່ຝ່າຍ ກ ແຈ້ງໃຫ້ຝ່າຍ ຂ ເປັນຂໍ້ມູນທີ່ບໍ່ຖືກຕ້ອງເຊິ່ງມີຜົນກະທົບດ້ານລົບຕໍ່ສັນຍາສະບັບນີ້ ໃຫ້ໜີ້ສິນຂອງຝ່າຍ ກ ເຖິງກຳນົດຊຳລະທັນທີ ແລະ ຖືວ່າລູກຄ້າຜິດສັນຍາ;
14. ການແຈ້ງ, ການບອກກ່າວ ຫຼື ການທວງຖາມໃດໆ ທີ່ຝ່າຍ ຂ ໄດ້ເຮັດໜັງສືສົ່ງໄປຍັງສະຖານທີ່ຢູ່ຂອງຝ່າຍ ກ ທີ່ໄດ້ລະບຸໄວ້ ຫຼື ທາງອີເມວຕາມຝ່າຍ ກ ໄດ້ແຈ້ງໄວ້ກັບຝ່າຍ ຂ, ຝ່າຍ ກ ຍິນຍອມໃຫ້ຖືວ່າມີການບອກກ່າວ ຫຼືໄດ້ຮັບແຈ້ງໂດຍຖືກຕ້ອງແລ້ວ ເຖິງວ່າຝ່າຍ ກ ໄດ້ຮັບແຈ້ງດ້ວຍຕົນເອງ ຫຼືຜູ້ອື່ນຮັບໄວ້ແທນກໍຕາມ.

<u>ມາດຕາ 16</u>: ສິດຂອງຝ່າຍ ຂ

ອີງຕາມສັນຍາສະບັບນີ້ ຝ່າຍ ຂ ມີສິດປະຕິເສດການປະຕິບັດຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຂອງຝ່າຍ ກ ເມື່ອເຫັນວ່າຄຳສັ່ງດັ່ງກ່າວ ເປັນການລະເມີດລະບຽບກົດໝາຍທີ່ກ່ຽວຂ້ອງ ຫຼື ກົດລະບຽບຂອງ ບໍລິສັດ. ສ່ວນຄ່າເສຍຫາຍທີ່ເກີດຂຶ້ນຈາກຄຳສັ່ງດັ່ງກ່າວ ຝ່າຍ ກ ບໍ່ມີສິດຮຽກຮ້ອງຄ່າເສຍຫາຍຈາກຝ່າຍ ຂ.

<u>ມາດຕາ 17</u>: ພັນທະຂອງຝ່າຍ ຂ

ອີງຕາມສັນຍາສະບັບນີ້ ຝ່າຍ ຂ ມີພັນທະຕໍ່ຝ່າຍ ກ ດັ່ງນີ້:

1. ປະຕິບັດຄຳສັ່ງຊື້-ຂາຍທັງໝົດ ທີ່ຝ່າຍ ກ ສະເໜີມາໂດຍສອດຄ່ອງກັບເງື່ອນໄຂ ແລະ ລະບຽບການທີ່ກ່ຽວຂ້ອງ;
2. ຮັກສາຄວາມລັບຂອງລູກຄ້າ ເຊັ່ນ: ຫຼັກຊັບ ແລະ ເງິນໃນບັນຊີຫຼັກຊັບ, ຂໍ້ມູນການຊື້-ຂາຍຫຼັກຊັບ ຍົກເວັ້ນຕາມການກຳນົດຂອງກົດໝາຍ ຫຼື ລະບຽບການໃນແຕ່ລະໄລຍະ;
3. ແຈ້ງໃຫ້ຝ່າຍ ກ ຊາບກ່ຽວກັບຄວາມຜິດພາດໃນການຢັ້ງຢືນການຊື້-ຂາຍໃຫ້ໄວທີ່ສຸດ (ພາຍໃນມື້ ຫຼື ໃນວັນຕໍ່ມາພາຍຫຼັງການຢັ້ງຢືນຄຳສັ່ງຊື້-ຂາຍທີ່ບໍ່ຖືກຕ້ອງ);
4. ທົດແທນຄ່າເສຍຫາຍຈາກການຊື້-ຂາຍທັງໝົດທີ່ເກີດຈາກຄວາມຜິດພາດຂອງຝ່າຍ ຂ ໃຫ້ແກ່ຝ່າຍ ກ;
5. ລາຍງານຜົນການຊື້-ຂາຍຫຼັກຊັບ (ຖ້າຄຳສັ່ງຊື້-ຂາຍໄດ້ຮັບການຈັບຄູ່ທັງໝົດ ຫຼື ບາງສ່ວນ) ໃຫ້ຝ່າຍ ກ ຊາບຢ່າງເປັນລາຍລັກອັກສອນ ໂດຍສົ່ງໄປຍັງສະຖານທີ່ທີ່ຝ່າຍ ກ ໄດ້ລະບຸໄວ້ ຫຼື ທາງໂທລະສັບ ຫຼື ທາງອີເລັກໂຕຣນິກ ອື່ນໆ ຕາມທີ່ຝ່າຍ ກ ໄດ້ແຈ້ງໄວ້ກັບຝ່າຍ ຂ ຕາມຮູບແບບທີ່ຝ່າຍ ຂ ຫຼື ຕາມກົດລະບຽບກ່ຽວຂ້ອງກຳນົດ. ຖ້າຝ່າຍ ກ ບໍ່ຕ້ອງການລາຍງານດັ່ງກ່າວ ຝ່າຍ ຂ ກໍບໍ່ຈຳເປັນສົ່ງລາຍງານໃຫ້.
6. ຝ່າຍ ຂ ຈະບໍ່ຮັບຜິດຊອບຕໍ່ທຸກການສູນເສຍ ຫຼື ເສຍຫາຍທີ່ເກີດຂຶ້ນ ຍ້ອນກໍລະນີຕ່າງໆລຸ່ມນີ້:
   1) ເກີດຂຶ້ນຈາກການທີ່ຝ່າຍ ຂ ບໍ່ສາມາດປະຕິບັດຄຳສັ່ງຊື້-ຂາຍຂອງຝ່າຍ ກ ໄດ້ທັງໝົດ ຍ້ອນຄຳສັ່ງຊື້-ຂາຍ ຂອງຝ່າຍ ກ ບໍ່ຖືກຈັບຄູ່ຊື້-ຂາຍ;
   2) ເກີດຈາກຄວາມຜິດທີ່ເກີດຈາກບຸກຄົນທີສາມ ຊຶ່ງລວມມີແຕ່ບໍ່ຈຳກັດຄູ່ຮ່ວມງານຂອງຝ່າຍ ຂ ໃນເວລາສະໜອງການບໍລິການຊື້-ຂາຍຫຼັກຊັບແບບອອນລາຍທາງໄກ;
   3) ເກີດຈາກຄວາມຜິດພາດຂອງລະບົບ IT ແລະ ທາງດ້ານເຕັກນິກໃດໜຶ່ງທີ່ກ່ຽວຂ້ອງ;
   4) ເກີດຈາກຝ່າຍ ຂ ປະຕິບັດຊັກຊ້າ ແລະ ບໍ່ສາມາດປະຕິບັດພາລະໜ້າທີ່ຂອງຕົນຕາມເງື່ອນໄຂ ແລະ ກົດລະບຽບ ຍ້ອນມີຄວາມຜິດພາດຂອງລະບົບ IT, ການຈັດສົ່ງຂໍ້ມູນຂອງລະບົບ ແລະລະບົບການສື່ສານລົ້ມເຫຼວ;
   5) ບໍ່ສາມາດດຳເນີນການຊື້-ຂາຍໄດ້ ຍ້ອນຝ່າຍ ກ ສະໜອງຂໍ້ມູນໃຫ້ຊັກຊ້າ, ບໍ່ຄົບຖ້ວນ ແລະ ບໍ່ຖືກຕ້ອງ ຫຼື ຝ່າຍ ຂ ບໍ່ສາມາດຕິດຕໍ່ຫາຝ່າຍ ກ ໂດຍມີຂໍ້ມູນຢັ້ງຢືນວ່າຝ່າຍ ຂ ໄດ້ພະຍາຍາມຕິດຕໍ່ຜ່ານຫາຝ່າຍ ກ.
   6) ຄ່າໃຊ້ຈ່າຍໃດໆ ທີ່ເກີດຂຶ້ນອັນເນື່ອງມາຈາກ ຫຼື ທີ່ກ່ຽວກັບສັນຍານີ້ ຫຼື ກ່ຽວກັບການກະທຳ ຫຼື ການຍົກເວັ້ນ ການກະທຳຂອງຝ່າຍ ກ ຫຼື ຕົວແທນຂອງຝ່າຍ ກ ລວມເຖິງບັນດາຄວາມເສຍຫາຍ ແລະ ຄ່າໃຊ້ຈ່າຍໃດໆ ທີ່ ຝ່າຍ ຂ ອາດໄດ້ຮັບອັນເນື່ອງມາຈາກການຮ້ອງຟ້ອງ ຫຼື ຮ້ອງຟ້ອງໂດຍບຸກຄົນອື່ນໃຫ້ຝ່າຍ ຂ ຮັບຜິດຊອບຕໍ່ສັນຍານີ້ ເຊິ່ງບໍ່ໄດ້ເກີດຂຶ້ນຈາກການກະທຳຂອງຝ່າຍ ຂ ແຕ່ປະການໃດ ຍົກເວັ້ນການກະທຳໂດຍຕັ້ງໃຈ ຫຼື ການປະມາດຂອງຝ່າຍ ຂ ຫຼື ຂອງພະນັກງານ ຫຼື ຂອງລູກຈ້າງ.
   7) ຄວາມເສຍຫາຍທີ່ເກີດຈາກອັກຄີໄພ, ພະຍຸ, ການນັດຢຸດງານ, ການກໍ່ຄວາມບໍ່ສະຫງົບ, ການປະທ້ວງ, ສົງຄາມ, ການເຂົ້າຄວບຄຸມໂດຍອຳນາດລັດ, ຂໍ້ຜິດພາດໃນການຈັດສົ່ງຂໍ້ມູນ, ຂໍ້ຜິດພາດກ່ຽວກັບລະບົບເຄືອຂ່າຍການສື່ສານ ຫຼື ຄວາມຊັກຊ້າອັນເນື່ອງມາຈາກເຄືອຂ່າຍການສື່ສານຂອງບຸກຄົນພາຍນອກ ຫຼື ເຄືອຂ່າຍ ການສື່ສານຂອງລັດ, ອຸປະກອນເຄື່ອງໃຊ້ຂັດຂ້ອງ, ກະແສໄຟຟ້າຂັດຂ້ອງ ຫຼື ເຫດສຸດວິໄສທີ່ມີຜົນກະທົບຕໍ່ການດຳເນີນງານຂອງຝ່າຍ ຂ. ເຫດການດັ່ງກ່າວ ຕ້ອງບໍ່ເກີດຈາກຄວາມຕ້ອງໃຈ ຫຼື ຄວາມປະມາດຂອງຝ່າຍ ຂ ຫຼື ພະນັກງານ ຫຼື ລູກຈ້າງຂອງຝ່າຍ ຂ.

<u>ມາດຕາ 18</u>: ธุขการ และอิงการแก้ไขข้อขัดแย่ง

ทุกๆ ข้อขัดแย่งที่เกิดขึ้นในสัมยาสะบับนี้ ต้องแก้ไขโดยสันติวิธี และ สะเหมิผาบ. ในกໍละนิข้อขัดแย่งที่เกิดขึ้นบ่สามาดแก้ไขได้ ทังสองฝ่ายสามาดสิ่งข้อขัดแย่งดั่งก่าวไปให้ติอแทนที่เป็นทำมะการ ซึ่ง สิ่งไปที่สำนักงานแก้ไขข้อขัดแย่ง เพื่อแก้ไขตามกົดหมายของ สปป ลาว.

<u>ມາດຕາ 19</u>: ການແຈ້ງກ່ຽວກັບການປ່ຽນແປງຂໍ້ມູນຂອງຝ່າຍ ກ

ທຸກການປ່ຽນແປງຂໍ້ມູນ ຝ່າຍ ກ ຕ້ອງແຈ້ງໃຫ້ຝ່າຍ ຂ ຊາບ ແລະ ຈະຕ້ອງມອບສິ່ງດ້ວຍມື ຫຼື ສົ່ງທາງໄປສະນີລົງທະບຽນ, ອີເມວໄປຫາຫ້ອງການຈົດທະບຽນຂອງຝ່າຍສັນຍາທີ່ກ່ຽວຂ້ອງ.

<u>ມາດຕາ 20</u>: ການຍົກເລີກການປະຕິບັດສັນຍາ

ສັນຍາສະບັບນີ້ ຈະໄດ້ຮັບການຍົກເລີກໃນກໍລະນີດັ່ງຕໍ່ໄປນີ້:

1. ໄດ້ຮັບການເຫັນດີຢ່າງເປັນລາຍລັກອັກສອນຈາກທັງສອງຝ່າຍ;
2. ກໍລະນີຝ່າຍ ກ ສູນເສຍສິດທາງແຜ່ງ ຫຼື ຝ່າຍ ຂ ສູນເສຍສະຖານະພາບດ້ານກົດໝາຍໃນການເປັນນິຕິບຸກຄົນເຊັ່ນ: ຍຸດເຊົາກິດຈະການ, ລົ້ມລະລາຍ ແລະ ອື່ນໆ.
3. ຝ່າຍໃດຝ່າຍໜຶ່ງບໍ່ສາມາດສືບຕໍ່ປະຕິບັດສັນຍາສະບັບນີ້ ເນື່ອງຈາກເຫດສຸດວິໄສ;
4. ຝ່າຍໃດຝ່າຍໜຶ່ງລະເມີດເງື່ອນໄຂໃນສັນຍາສະບັບນີ້ ແລະ ການຮັກສາສັນຍາສະບັບນີ້ ສ້າງຄວາມເສຍຫາຍຢ່າງຮ້າຍແຮງຕໍ່ຄູ່ສັນຍາ.

ຫາກຄູ່ສັນຍາຝ່າຍໃດຝ່າຍໜຶ່ງມີຈຸດປະສົງຍົກເລີກສັນຍາຕ້ອງແຈ້ງໃຫ້ຄູ່ສັນຍາຮັບຊາບຢ່າງເປັນລາຍລັກອັກສອນຊາບກ່ອນ 7 ວັນ. ການຍົກເລີກສັນຍານີ້ ບໍ່ກະທົບຕໍ່ສິດ ແລະ ໜ້າທີ່ຂອງຄູ່ສັນຍາທີ່ມີກ່ອນການຍົກເລີກສັນຍາສະບັບນີ້.

<u>ມາດຕາ 21</u>: ໝາຍເຫດ

1. ເມື່ອລົງລາຍເຊັນໃນສັນຍານີ້ແລ້ວ ຝ່າຍ ກ ຮັບຮູ້ວ່າລາຄາຂອງຫຼັກຊັບມີການເໜັງຕີງຂຶ້ນ ຫຼື ລົງຢູ່ສະເໝີ. ໃນບາງກໍລະນີຫຼັກຊັບອາດສູນເສຍຄຸນຄ່າທັງໝົດ. ຝ່າຍ ກ ຍອມຮັບວ່າ ການຊື້-ຂາຍຫຼັກຊັບມີຄວາມສ່ຽງ.
2. ເມື່ອລົງລາຍເຊັນໃນສັນຍານີ້ແລ້ວ ຝ່າຍ ກ ຮັບຮູ້ວ່າການສັ່ງຄຳສັ່ງຊື້-ຂາຍຫຼັກຊັບຜ່ານລະບົບອິນເຕີເນັດ ແລະ ໂທລະສັບ ມີຄວາມສ່ຽງຊຶ່ງອາດເກີດຈາກຄວາມຜິດພາດຂອງລະບົບ ແລະ ບຸກຄົນທີສາມ. ຝ່າຍ ກ ພ້ອມທີ່ຈະຮັບຄວາມສ່ຽງ ແລະ ການສູນເສຍທີ່ອາດເກີດຂຶ້ນຈາກການສັ່ງຄຳສັ່ງປະເພດນີ້ ເນື່ອງຈາກຄວາມຜິດພາດຂອງລະບົບ, ຂອງບຸກຄົນທີສາມ ແລະ ຈາກການກະທຳຂອງຝ່າຍ ກ ຊຶ່ງມີຜົນກະທົບຕໍ່ການເຄື່ອນໄຫວຊື້-ຂາຍຫຼັກຊັບ ຫຼື ການນຳໃຊ້ບັນຊີຊື້-ຂາຍຫຼັກຊັບຂອງຝ່າຍ ກ.
3. ເມື່ອລົງລາຍເຊັນໃນສັນຍານີ້ແລ້ວ ຝ່າຍ ກ ຮັບຮູ້ວ່າ ຝ່າຍ ຂ ໄດ້ແຈ້ງຕໍ່ຝ່າຍ ກ ຮັບຊາບ ກ່ຽວກັບໜ້າທີ່, ໃບອະນຸຍາດດຳເນີນທຸລະກິດ, ຂອບເຂດການດຳເນີນທຸລະກິດ, ທຶນຈົດທະບຽນ ແລະ ຜູ້ຕາງໜ້າຂອງບໍລິສັດ.
4. ຝ່າຍ ກ ຮັບປະກັນການປະຕິບັດຢ່າງເຂັ້ມງວດຄຳແນະນຳ, ລະບຽບ ແລະ ເງື່ອນໄຂຂອງຝ່າຍ ຂ ກ່ຽວກັບການນຳໃຊ້ບັນຊີ ແລະ ວິທີການຊື້-ຂາຍຫຼັກຊັບ.

<u>ມາດຕາ 22</u>: ການປະຕິບັດກົດໝາຍ ແລະລະບຽບການທີ່ກ່ຽວຂ້ອງ

ຝ່າຍ ກ ແລະ ຝ່າຍ ຂ ຕ້ອງປະຕິບັດຕາມກົດໝາຍ ແລະລະບຽບການທີ່ກ່ຽວຂ້ອງຂອງ ສປປ ລາວ.

<u>ມາດຕາ 23</u>: ຜົນສັກສິດຂອງສັນຍາ

ສັນຍາສະບັບນີ້ ມີຜົນສັກສິດນັບແຕ່ວັນລົງລາຍເຊັນເປັນຕົ້ນໄປ. ທຸກໆ ການປັບປຸງໃນສັນຍາສະບັບນີ້ ຕ້ອງໄດ້ນັບການຕົກລົງເຫັນດີຢ່າງເປັນລາຍລັກອັກສອນຈາກທັງສອງຝ່າຍ. ສັນຍາສະບັບນີ້ ສ້າງຂຶ້ນເປັນ 2 ສະບັບ, ແຕ່ລະຝ່າຍຮັກສາໄວ້ ຝ່າຍລະ 1 ສະບັບ ແຕ່ລະສະບັບມີຄຸນຄ່າທາງກົດໝາຍເທົ່າທຽມກັນ.

<u>ຕາງໜ້າຝ່າຍ ກ</u>	<u>ຕາງໜ້າຝ່າຍ ຂ</u>
(ລູກຄ້າ)	(ຕາງໜ້າບໍລິສັດຫຼັກຊັບ ທຄຕລ-ภท จຳກັດ)
(ຊື່ ແລະລາຍເຊັນ)	(ຊື່ ແລະລາຍເຊັນ)

ເຊັນບ່ອນນີ້ ⇨ _____

<u>ພະຍານຄົນທີ 1:</u>	<u>ພະຍານຄົນທີ 2:</u>
(ຊື່ ແລະລາຍເຊັນ)	(ຊື່ ແລະລາຍເຊັນ)