

SOCIALIST REPUBLIC OF VIETNAM
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**CONTRACT OF SUPPLY AND USE OF PAYMENT SERVICES
ACCORDING TO THE LIST**

No. : /20 /HDL-PGD16.SGD

- Based on the Civil Code dated 14th June 2005;
- Based on the Law on Credit Organizations No.: 47/2010/QH12 dated 16th June 2010;
- Based on the Decision No.: 1092/2002/QĐ-NHNN dated 8th October 2002 regulating payment procedures through credit organizations;
- Based on the Decree No.: 64/2001/NĐ-CP dated 20th September 2001 on the payment operations through organizations with supply of payment service;
- Based on the legal relevant documentations;
- Upon further consideration of demands of the User and ability to supply payment services according to the Return of the Joint Stock Commercial Bank for Foreign Trade of Vietnam;

Today's at the Transaction Office 16, 198 Tran Quang Khai St., Hanoi, we the undersigned, included:

Service user:(hereinafter called the "Party A")

- Business registration code:.....(in case of being organizations)
- Address:
- Telephone: Fax:
- Represented by:
Position held:
- Identity Card No.:issued on..... in
- According to the Power of Attorney No.:.....dated.....by.....(if any)
- Payment account: CIF No.:
- Opened at: - Joint Stock Commercial Bank for Foreign Trade of Vietnam

Service supplier: JOINT STOCK COMMERCIAL BANK FOR FOREIGN TRADE OF VIETNAM – TRANSACTION CENTER (hereinafter called the "Party B")

- Address: 31-33 Ngo Quyen, Hanoi
- Telephone: 04.44575757 Fax:
- Represented by: Phạm Thị Hương Giang
- Position held: Vice Director
- Identity Card No.: 011634781 issued on 18.04.2007 in Hanoi.
- According to the Power of Attorney No.:.....dated.....by.....(if any)

Two parties have agreed to enter into the Contract of Supply & Use of Payment Services according to the List with provisions as follows:

Article 1. Word explanation

- 1.1. Payment service according to the List (hereinafter called the “Service”) means: payment service in which Party A requests Party B to deduct debts from Party A’s account so as to transfer to many Beneficiaries on the basis of the Contract of Supply & Use of Payment Services according to the List signed between Party A and Party B.
- 1.2. Beneficiary means: individuals and/or organizations under the List of Payment of Party A. Beneficiaries consist of: beneficiary with bank account at Party B’s bank, beneficiary with bank account opened at another bank, beneficiary as a current client (receiving money by their identity card).
- 1.3. Payment order means: demands in writing sent by Party A to Party B so that Party B may carry out payments according to the List to Party A’s beneficiaries. The Payment order must mention contents & total sums clearly. In case that Party A acts as an organization, that Payment order must appear legal & valid signatures and seal fully.
- 1.4. List of payment means: document listed information on the payment of beneficiaries. The List of payment must be made in accordance with forms as regulated in the Appendix enclosed with this Contract. case that Party A acts as an organization, the List of payment sent to Party B shall be valid when it appears signatures of the Account holder and Chief accountant fully (specimen signature registered when opening account) and seal of Party A and must be sealed in all pages if there is more than one page
- 1.5. Document on Payment order means: a set of documents & documentations of Party A submitted to Party B’s use for each of the payments according to the List. The Document on Payment order must include at least: Payment order and List of Payment (consisting of paper document and Excel software file).

Article 2. Service contents

Party B hereby undertakes to supply Party A with payment services according to the List to Beneficiaries upon Document on Payment order supplied Party A to Party B.

Article 3. Date of settlement on Payment order

- 3.1. For payment orders with effective date are dates that such Order has been sent by Party A to Party B;
 - 3.1.1. The valid Documents on Payment order received by Party B before 16:00 of the date for request for payment according to the List will be settled by Party B at such day, except for force majeure cases.
 - 3.1.2. The Documents on Payment order received by Party B after 16:00 of the date for request for payment according to the List will be moved to a nearest business day.
- 3.2. For payment orders with effective date differently from date sent to Party B: such document on payment order will be settled by Party B on the day appointed by Party A if that day is on business day or a nearest business day if that day falls into weekends, public holidays as regulated by the Vietnamese laws.

Article 4. Rights and Obligations of Party A

4.1. Rights of Party A

- 4.1.1. Party A is entitled to request Party B to open bank account to Party A's beneficiary at Party B's bank for carrying out payments through account (if Party A has demands).
- 4.1.2. Party A is entitled to request Party B to supply payment services according to the List under regulations of this Contract.
- 4.1.3. Party A is entitled to request Party B to be fully responsible for any mistakes relating to payments to the beneficiary based on the List of Party A, if such mistakes are under Party B's faults and except for force majeure cases.

4.2. Obligations of Party A

- 4.2.1. In each of the payments, Party A has obligations to supply Party B with a set of Document on Payment order included at least: Payment order and List of Payment (consisting of paper document and Excel software file) as regulated in the Section 1.4 of this Contract.
- 4.2.2. Party A must be fully responsible for the authenticity and consistency in documentary information sent by Party A to Party B (Payment order and List of Payment: paper document and Excel software file).
- 4.2.3. Party A has obligation to pay service charges to Party B as regulated in the Article 5 of this Contract. The continuation in service use and/or without any written opinions shall be considered as a Party A's approval regarding notices on changing fee levels and other notices of Party B in relation to this Contract.
- 4.2.4. Party A has obligation to give supports to Party B in opening bank account to Party A's beneficiaries (if any).
- 4.2.5. At the time Party A requests Party B to carry out payments according to the List, Party A has obligations to maintain a sufficient balance on its bank account so that Party B may implement payments to Party A's beneficiaries upon List of payment and pay Service charge to Party B.
- 4.2.6. Party A is fully responsible for any false payments if such mistakes are originated from Party A's List of payment and/or Payment order and/or all other faults caused subjectively by Party A.

Article 5. Rights and Obligations of Party B

5.1. Rights of Party B.

- 5.1.1 Party B is entitled to collect Service charges from Party A in accordance with regulations of this Contract.
- 5.1.2 Party B is entitled to terminate this Contract unilaterally if Party A fails to pay Service fee to Party B as regulated in the Article 6 of this Contract.
- 5.1.3 Party B is entitled not to carry out Service in case that Party A's bank account opened at Party B's bank hasn't got enough money for payment, Party A has sent insufficient documents and/or fails to send one of the documents of the Documents on Payment order.
- 5.1.4 Party B assumes no responsibility for any false payment if such mistakes are originated from Party A's List of payment and/or Payment order and/or all other faults caused subjectively by Party A.
- 5.1.5 Party A must be fully responsible to the Beneficiaries for the authenticity of Documents on Payment order sent by Party A to Party B. Party B shall be fully exempted from all liabilities when carrying out payments in accordance with the Documents on Payment order sent by Party A to Party B. All disputes pertain to and related to transactions between the Beneficiary and Party A

resulting in right of money receipt of the Beneficiary and obligation of money transfer of Party A shall be directly solved by the beneficiary and Party A and they shall not affect operation process & service supply of VCB to all payments that have been paying under contents of this Contract.

- 5.1.6 Party B is entitled to refuse Party A's demands in supplying services that are not in conformity with regulations of this Contract.
- 5.1.7 Party B is entitled to deduct debts automatically from Party A's account for collection of service charge.
- 5.2. Obligations of Party B
- 5.2.1. Party B has obligations to open bank account to Party A's beneficiaries at Party B's bank (if having any demands made herein).
- 5.2.2. Party B has obligations to transfer money to Party A's beneficiaries with sums of money as mentioned in the List of payment and Payment order sent by Party A to Party B.
- 5.2.3. Party B has obligations to keep a secret of all information relating to the List of payment and information on bank account of Party A's beneficiaries unless having any requests given by the competent authorities.
- 5.2.4. Party B has obligations to inform Party A in writing when having any changes happened & related to this Contract.

Article 6. Charge and Method for Charge payment

- 6.1. Service charge: applied in accordance with Service Charge Tariff in force of the Joint Stock Commercial Bank for Foreign Trade of Vietnam.
- 6.2. Charge payment: Party A selects one among two forms of charge payment as follows:
- Immediate charge payment
 - Time of charge payment: immediately at the time Party B settles the Payment order of Party B.
 - Method for charge payment:
 - In case of charge paid by the beneficiary (internal charge): Party B collects charge by deduction from sum credited to the beneficiary in the List of payment
 - In case of charge paid by Party A (external charge): Party A agrees to delegate powers to Party B so that Party B may automatically deduct from Party A's debt payment account in which has been opened at Party B's bank for charge payment.
 - Charge payment in arrears: only applied for case of charge paid by Party A.
 - Time of charge payment:
 - Method for charge payment: due to payment term, Party B is entitled to deduct automatically from Party A's debt payment account in which has been opened at Party B's bank for charge payment.

Article 7. Dispute settlement

Two parties hereby undertake to abide strictly by all provisions of this Contract. Any disputes arising from the period of the contract shall be settled by both parties on the basis of amicable negotiations and mutual cooperation. In case of having no agreement reached, such disputes shall be submitted to the settlement of the competent People's Court.

Article 8. Executive provision

This Contract is constituted and governed by relevant legal documents of Vietnam. The Contract and appendices enclosed with this will be integral parts.

This Contract is valid for 01 year as from the date of its signing and it shall be automatically extended, unless one of the parties submits a written request to terminate the Contract. The term for each of the extension times will be one year as from the date of ending the 1-year term previously.

Two parties hereby undertake to comply well & fully with all rights and obligations as regulated in this Contract. During the period of implementation, if having any difficulties happened, two parties shall inform each other and discuss together to settle such difficulties on a basis of mutual cooperation.

This Contract is made into two (02) originals of equal value; one is kept by each of the parties. All amendments and/or supplements to this Contract must be made in writing and subscribed & sealed legally by competent representatives of two parties.

REPRESENTATIVE TO PARTY A

REPRESENTATIVE TO PARTY B