



CONTRACT FOR SUPPLY AND USE OF VIETINBANK AT HOME SERVICE

No. /VBH – Branch

- Pursuant to the Law on Electronic Transactions No. 51/2005/QH11 dated 29/11/2005;
- Pursuant to the Decree No. 64/2001/N -CP dated 20/09/2001 on payment operations through payment service providers;
- Pursuant to the Decree No. 160/2006/N -CP dated 28/12/2006 of the Government on detailed regulations on implementing the Cordinance on Foreign Exchange;
- Pursuant to the Decree No. 35/2007/N -CP dated 08/03/2007 of the Prime Minister on banking electronic transactions;
- Pursuant to the Decision No. 1284/2002/Q -NHNN dated 21/11/2002 promulgating the regulations on opening and use of deposit accounts at the State bank of Vietnam and financial institutions;
- Pursuant to the Decision No. 35/2006/Q -NHNN dated 31/07/2006 of the State Bank’s Governor on risk management principles in electronic banking operations;
- Pursuant to documents related to the current foreign exchange management mechanism of the State Bank of Vietnam;
- Pursuant to the current relevant legal documents;
- At the request of the service user and given the service capability of Vietnam Joint Stock Commercial Bank for Industry and Trade;

Date

Between:

Party A (the Service user)

.....

Business registration number.....

Address.....

Telephone number:Fax:

Account number:.....

At bank:.....

Represented by:(Mr/Ms).....Position:.....

Under Letter of attorney No.dated

of.....

and

Party B (the Service supplier)

**Vietnam Joint Stock Commercial Bank for Industry and Trade,
Branch.....**

Address:.....

Telephone number:Fax:

Represented by: (Mr/Ms).....Position:.....

Under Letter of attorney No.dated
of the General Director of Vietnam Joint Stock Commercial Bank for Industry and Trade.

The parties hereto agree to enter into the Contract for supply and use of VietinBank at Home service on the following terms and conditions:

Article 1. Contract content

This contract is the agreement on supply and use of home banking services – the banking services transacted via Internet (hereinafter referred to as Vietinbank at Home service), whereby Party B agrees to supply the service and Party A agrees to use the service.

Article 2. Documents and electronic signature

- Signature used in VietinBank at Home transactions is electronic signature. Such signature is information associated with a certain message to identify creator and to verify changes in such a message.
- Documents used for transactions is electronic documents. Such documents are the evidence that data and information of a financial transaction have arisen, actually been completed, transmitted and received in VietinBank at Home system, and such documents shall serve as a basis for each entry made in the books of the two parties.
- For foreign currency transfer, in addition to the payment order of foreign currency sent via Vietinbank at Home system, Party A, at the same time, has to submit a full set of legal documents to Party B, such documents shall serve as the evidence that the purpose of such a fund transfer is legal, relevant and fully compliant with the foreign exchange management mechanism and Party B's regulations on operating procedure. Party A shall be liable for the reality of all the legal documents submitted to Party B.

Article 3. Rights and obligations of Party A

- **Rights of Party A:** Party A shall be entitled to log in Vietinbank at Home system of Party B to use the services supplied by Party B.

- **Obligations of Party A:**

- Party A shall take the responsibility to comply with the Guidelines on the use of Vietinbank at Home service provided by Party B.
- Party A shall take the responsibility to immediately notify Party B upon detecting any discrepancies of information and/or breach and/or incidents related to Vietinbank at Home system between the two parties.
- Party A shall commit and ensure that their payment orders handled in Vietinbank at Home system are real, fully compliant with the Law and regulations of Vietnam, and current regulations of the State Bank of Vietnam and Vietnam Joint Stock Commercial Bank for Industry and Trade, relating neither directly nor indirectly to transactions of money laundry purpose. In case such payment orders are concluded by the government authorities as relating to transactions of money laundry purpose, Party A shall commit to exempt Party B from all responsibilities, bear all the risks and compensate Party B for all damages (if any)
- Party A shall commit that in case of other exceptional foreign currency transfer beyond the scope of current regulations (eg. Transfer through under-embargo nations, etc) or reply from Party B (as specified in Article 6 hereunder), if Party A insists on Party B's handling such transactions within Party B's ability, then Party A shall have to send a written commitment to Party B and therein covenant that Party A shall exempt Party B from all responsibilities and shall take the liability for the legality and reality of such transactions, and at the same time shall bear all risks and damages which may arise even in case the intermediary bank is appointed by Party B.
- If Party A receives any information or data via Vietinbank at Home system, which are not extended to Party A, Party A agrees to notify Party B immediately and not later than 12 hours from the time of receiving such information or data.
- Party A shall have the obligation to equip with and maintain connecting devices and computers at its own costs to ensure compatibility with Vietinbank at Home software provided by Party B.
- Party A shall take the responsibility to keep track of any changes in their account because in addition to transactions handled via Vietinbank at Home system, there are also transactions of other payment flows.
- Upon termination of the Contract or temporary suspending the use of Vietinbank at Home service, Party A shall take the responsibility to return all security equipments and electronic signature to Party B.

Article 4. Rights and obligations of Party B:

- **Rights of Party B:**

- Party B shall be entitled to execute any instructions transmitted by Party A or any third party (whether or not authorized by Party A) using the electronic signature of Party A to log in and use Vietinbank at Home service which Party B finds reasonable with correct electronic signature.

- Party B shall be entitled to refuse to execute any transaction sent by Party A if electronic signature is incorrect and/or the transaction is not included in the services provided by Party B and/or such transaction is inconsistent with party B's policy and/or such transaction containing content which is against the regulations of the Government or due to such reasons as documents submitted by Party A are not legal, not proper or not compliant with the State Law on Foreign Exchange.
- Party B shall be entitled to refuse to execute any transactions sent by Party A if Party B define that such an execution will cause the money to be blocked or Party B to be fined or exposed to a fine due to the fact that the beneficiary appointed in the payment order by Party A is included in the list of under-embargo nations and organizations defined by the Office of Foreign Assets Control (OFAC) of the United State of America's Ministry of Finance, the European Union (EU) and other governments. In case Party B has already noticed Party A of the risks¹ that may arise due to the execution of transaction as per Party A's payment order, but Party A insists on requiring Party B to execute such transaction, then Party B shall commit to exempt Party B from all responsibilities and bear all risks related to the money ordered to transfer, and compensate Party B for all damages (if any).
- Party B shall be entitled to unilaterally, without prior notice, cease temporarily or permanently to provide Vietinbank at Home service to Party A upon detection of any signs of breach of regulations on the use of services of Party A and/or signs of potential risks to the parties hereto.

- Obligations of Party B:

- Party B shall take the responsibility to provide Party A with Vietinbank at Home program and user instruction manual, electronic signature, security key in accordance with technical requirements.
- Party B shall take the responsibility to check and verify the legality and reality of the paper documents on the surface and ensure that such paper documents are fully compliant with the current regulations of the State Bank of Vietnam and Vietnam Joint Stock Commercial Bank for Industry and Trade on paper documents (as stipulated in Article 2 of this Contract) upon receipt of electronic documents from Party A requesting Party B to execute foreign currency transfers.
- Party B shall take the responsibility to handle transactions in accordance with Vietinbank time schedule set for each type of transactions.
- In case Party A wants to withdraw, cancel or amend transactions which have already been handled by Party B, Party B will coordinate with Party A to withdraw/cancel or amend such transactions without taking responsibilities for any damages that may arise due to the failure to amend or cancel the instructions which Party B has processed accurately and in compliance with the defined procedures.

Article 5. Transaction time and availability of Vietinbank at Home service

Transaction time for each type of Vietinbank at Home service shall be subject to the general transaction time regulated by Vietinbank and the State Bank of Vietnam.

- For transactions within Vietnam: All Party A's instructions which Party B receives via Vietinbank at Home system 60 minutes prior to the cut-off time for each type of service regulated by Vietinbank and the State Bank of Vietnam will be processed within the same day. The remaining instructions will be either processed by Party B at its best attempt within the same day or processed on the following working day. For transactions outside Vietnam: in compliance with regulations of Vietinbank on cut-off time for each type of currency and international time zone.

- Party A accepts that it will not be possible to log in some or all of Vietinbank at Home services at certain times due to system maintenance or other reasons beyond Party B's control. In such events, Party A agrees to use an alternative modality, for example, sending paper documents to Party B to implement necessary instructions.

Article 6. Feed-back from Party B

- Party A accepts that the information related to Party A's account and instructions informed via VietinBank at Home sometimes may not be updated perfectly because there may be transactions and/or instructions which have not yet been processed or are under processing by Party B. Party A also accepts that its account balance informed via Vietinbank at Home system should not be considered as its latest account balance with Party B at that time.

- Party A accepts that Party B shall be exempted from all responsibilities in case transactions in foreign currency are registered but at the time Party A gives the instruction, Party B is not able to implement the instruction due to unprejudiced causes such as: risks of transfer to under-embargo nations, scarcity of foreign currency sources, ... or other force majeure.

Article 7. Security

If Party A, for any due, thinks that its user name, password, and security equipment (RSA card) are abused and/or compromised because they have been revealed, discovered, stolen, Party A must notify Party B

¹ Meaning that Party A, though aware of risks (except for the breach of laws) at that time, insists on accepting such risks by continuing to request Party B to execute)

immediately. In this event, Party A commits to bear all risks and damages (if any) arisen before Party B receives such notification in writing or even when Party B has received such notification but legal instructions sent before have already been fulfilled by Party B.

Article 8. Fees and charges of VietinBank at Home service

Party A agrees that Party B is entitled to apply its service fees and charges provided that Party B has notified Party A. Such fees and charges can be changed subject to Party B's policies from time to time. The calculation and collection of service fees and charges shall be based on the current list of service fees and charges defined by Vietinbank.

Article 9. Copyright on the program software

- Vietinbank at Home system software, user instruction manual and other relevant documents to supply VietinBank at Home service hereinunder are under copyright of Party B. Party B is entitled to provide Party A with the latest version when Party B upgrades or modifies the program. Party B will notify Party A of new Vietinbank at Home services and supply to Party A at the request of Party A.

- Party B is entitled to modify, supplement, upgrade the program software and supply this service to any other clients without Party A's consent.

- Party A must keep all information provided by Party B (including program software, user instruction manual and other relevant documents) confidential and can only provide such information to a third party with Party B's consent or at the request of the government authorities according to the laws.

Article 10. Temporary suspension of Vietinbank at Home service supply and use

- In case of temporary suspension of Vietinbank at Home service to fix technical problems, Party B shall notify Party A 03 working days prior to such suspension.

- Party A may temporarily suspend the use of either 01 or several Vietinbank at Home service(s) by sending Party B a written notice, thereby party A agrees not to use Vietinbank at Home service(s), which is/are requested for suspension until a written request for re-using the service(s) is sent by Party A.

Article 11. Force majeure

- Each party shall not be liable for any incidents which may result in the obstruction, interruption or discontinuation of Vietinbank at Home system operations provided that such incidents are caused by a force majeure event beyond control, prevention and anticipation of each party. Force majeure is defined as an event that prevents a party from executing its reasonable obligations, including but not limited to lightning, fire, flood, strike, war or non-participation in the Contract by a third party (incidents of power, telecommunication, illegal violation, hardware, software or virus threats)

- In the event the incidents cause partial or entire damages to Party A's computer system without faults of both Parties, Party B shall support Party A to reinstall Vietinbank at Home program and restore the data within its capacity.

Article 12. Compensation

- Except as provided in Article 11, any party who causes any breach of this Contract or damages to the other party shall be responsible for compensating for any damages or losses, whether direct or indirect, which are incurred by the affected party, including payment obligations to a third party of the affected party as a result of such breach or faults of the offending Party.

- In the event Party A subjectively causes loses or damages to the security equipment (RSA card), Party A shall have to refund money to Party B based on the price defined at the time RSA card has been provided.

Article 13. Contract validity and termination

- This Contract shall be valid within 04 years since its signing date and automatically extended for 01 year, provided that no written request for Contract termination is sent by any party. After the extension period, both parties shall consider re-signing the Contract.

- This Contract shall be terminated prior to its validity in the following circumstances:

- Subject to the agreement of the Parties.
- A Party of the Contract is in breach of provisions specified in this Contract.
- A Party of the Contract is subject to dissolution, bankruptcy, separation, merge.
- Subject to the decision of the government authorities.
- Unilateral termination by a Party of the Contract: the Party which unilaterally terminates this Contract shall give the other Party a written notice 30 days in advance.

- Any termination of this Contract shall not affect any accrued rights and obligations. A party which is under its transaction obligations shall be liable to fulfill its incompleted transactions and all parties shall be liable to complete their obligations to the other party. The parties shall coordinate to ensure that the termination shall not affect the other party's rights.

Article 14. General undertakings

- Each party commits to implement all the provisions set forth herein and the co-operation in the spirit of this Contract and its annexes shall not cause prestige damage, disturbance, separation or bad impact on the other party.
- Each party commits to support, co-operate and facilitate to fully implement this Contract and solve any arising issues during the process of implementation as well as to enhance co-operation in other sectors in consistence with the parties' development requirements.
- Each party agrees that it shall comply with all laws, ordinances, decrees and regulations of Vietnamese legislation applied in the process of executing obligations under this Contract. Each party further agrees that it shall indemnify and prevent the other party from any loss or expenses including reasonable attorney fee (if any) due to its breach of laws, ordinances, decrees and regulations of Vietnamese legislation.
- The event that a party does not require the other party to execute any obligation, or not claim for the other's breach of any provision hereof, or not exercise any rights agreed herein shall not be understood that such party abandons such rights, competence, or obligations hereunder, and will not affect any subsequent breach, and will not prejudice any later lawsuit of each party.
- The parties hereto agree that this Contract is non-exclusive and no terms and conditions hereof shall prevent any parties from signing contract with other organizations.

Article 15. Dispute settlement

- All terms and conditions hereof shall be construed and governed by laws of the Socialist Republic of Vietnam. The parties hereto commit to strictly implement all the provisions set forth herein . Any discrepancies and disputes arising out of or in relation with this Contract within its validity shall be settled in an amicable and negotiable manner. In case such discrepancies and disputes cannot be amicably settled, they shall be submitted to a competent court in Vietnam for settlement.
- In case of any discrepancies in the meaning of the Contract and its annexes, priority will be given to the annexes.

Article 16. Miscellaneous

- If any provisions hereof is declared null and void according to applicable laws and regulations , such provisions will be replaced with others which have the same purpose with to the original ones and the other remaining provisions hereof , and the annexes shall remain in full force.
- Any provisions hereof which can not be executed shall be replaced with relevant provisions in the form of Contract Annex.
- Any amendments and supplements to this Contract must be agreed to by both parties in writing. This Contract includes annexes which are integral part thereof. This Contract is made in 02 copies, each party keeps 01 copy of equal validity.

For and on behalf of Party A
(Signature, full name and stamp)

For and on behalf of Party B
(Signature, full name and stamp)