

**SOCIALIST REPUBLIC OF VIETNAM**

**Independence – Freedom - Happiness**

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**CONTRACT FOR PROVISION AND USE OF  
CORPORATE INTERNET BANKING SERVICE**

*Contract No. .... /HĐVBH – CN .....*

- Pursuant to the Civil Code No. 33/2005/QH11 dated 14<sup>th</sup> June 2005;
- Pursuant to the Law on Credit Institutions No. 07/1997/QH10 dated 12<sup>th</sup> December 1997 and the 2005 Law Amending and Supplementing a Number of Articles of the Law on Credit Institutions dated 15<sup>th</sup> June 2005;
- Pursuant to the Operational Charter of Vietnam Joint-Stock Commercial Bank for Industry and Trade (VietinBank) approved by Governor of the State Bank of Vietnam (SBV) in Decision No. 1573/QĐ-NHNN dated 3<sup>rd</sup> July 2009;
- Pursuant to Law on Electronic Transactions No. 51/2005/QH11 dated 29<sup>th</sup> November 2005;
- Pursuant to Decree No. 64/2001/NĐ-CP dated 20<sup>th</sup> September 2001 adopted by the Government on Payment activities made through payment service providers;
- Pursuant to Ordinance on Foreign Exchange No. 28/2005/PL-UBTVQH11 dated 13<sup>th</sup> December 2005;
- Pursuant to Decree No. 160/2006/NĐ-CP dated 28<sup>th</sup> December 2006 of the Government providing in details for the implementation of the Ordinance on Foreign Exchange;
- Pursuant to Decree No. 35/2007/NĐ-CP dated 8<sup>th</sup> March 2007 adopted by the Government on Electronic transactions in the banking operations;
- Pursuant to Decision No. 35/2006/QĐ-NHNN dated July 31, 2006 of the State Bank of Vietnam promulgating the Regulation on risk management principles for e-banking activities
- In accordance to the request of the service user and VietinBank capacity.

**Today ...../...../....., at Operation Center of Vietnam Joint-Stock Commercial Bank for Industry and Trade – .....Branch,**

**The Parties to this Contract are:**

**SERVICE PROVIDER:**

**VIETNAM JOINT-STOCK COMMERCIAL BANK FOR INDUSTRY AND TRADE**

**(abbreviation as VIETINBANK) – .....BRANCH**

Address:.....

Tel: ..... Fax: .....

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

Title: .....

ID No. : ..... Date of issue: ..... Place of issue: .....

Under the Power of Attorney No. .... dated .....by the  
General Director of Vietnam Joint-Stock Commercial Bank for Industry and Trade.

**Hereinafter referred to as Party A.**

**SERVICE USER:** .....

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Address:.....

Tel: ..... Fax: .....

Business License No. .... Date of issue: .....

Place of issue: .....

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

Title: .....

ID No. : ..... Date of issue: ..... Place of issue: .....

Under the Power of Attorney No. .... dated .....by .....

.....

**Hereinafter referred to as Party B.**

**Both Parties have agreed to enter into this Contract for the Provision and Use of Corporate Internet Banking Service given the following terms and conditions:**

### **Article 1: Provision of Corporate Internet Banking Services**

- 1.1.** Party A agrees to provide and Party B accepts to use the internet banking service for corporate customers via Corporate Internet Banking system provided by Party A for transactions prescribed in the Item 3, Annex 1 attached to this Contract;
- 1.2.** The agreement to use Internet Banking service of Party B under this Contract shall be understood as agreeing with all types of services registered and all information, instructions, terms and conditions related to the use of the Internet Banking services that Party A is applying to those types of services at the time both Parties signed the contract as well as amendments and supplements (if any) during the time Party B uses the services provided by Party A.

### **Article 2: Provision of user name, password and authentication device**

- 2.1** Party A will provide Party B with a user name and password for access the Internet Banking program to use Internet Banking services after both Parties have officially entered into this Contract. In case of using payment services, Party B will be issued an authentication device for transaction verification and approval;

- 2.2** Party B commits to ensure the confidentiality of user name, password and authentication device provided by Party A from the time Party A hands over the user name, password and authentication device to Party B. Party B will take full responsibilities and bear all risks for any losses or damages caused by the disclosure and/or loss of user name, password and authentication device and/or damage of authentication device;
- 2.3** In case of disclosure and/or loss of user name and/or password, Party B has the right to ask Party A to provide new user name and/or password. User name and/or new password will be provided within three (03) working days upon the receipt of Party B's written request to Party A;
- 2.4** In case of loss and/or damage of authentication device, Party B has a right to ask Party A provide a new authentication device, and bears all cost incurred for this provision. New authentication device will be provided within five (05) working days upon the receipt of Party B's written request to Party A.

### **Article 3: Rights and Obligations of Party B**

#### **3.1 Party B reserves the rights to:**

- a. Access Party A's Internet Banking Program by using the user name and password provided by Party A to utilize the services in Item 3, Annex 1 attached to this Contract; to make applicable transactions as far as the account is concerned in Item 2, Annex 1 attached to this Contract, and to ensure terms and conditions commitment in Item 4, Annex 1 attached to this Contract;
- b. Send complaints and/or trace requests if there are errors or suspicious transactions arising in the course of using the Internet Banking services under local law and regulations. Complaints must be made in writing and sent to Party A within thirty (30) working days upon the time related transactions are made. Beyond the above period, Party A shall not be responsible for handling these complaints. In case Party B's complaint is not related to Party A's fault, Party B will have to bear all costs incurred for the handling of complaints in accordance with Party A (if any);
- c. Request Party A to make necessary amendments regarding Party B's general information on the Internet Banking Program, including the account information, registered services and user information stated in Annex 02 attached to this Contract;
- d. Request Party A to provide guidance and support in the course of using the Internet Banking services;
- e. Request Party A to reactivate Internet Banking services in case an deactivation happens.

#### **3.2 Party B is under obligations to:**

- a. Comply with the registration procedures, transaction sequence and other instructions of Party A in course of using the Internet Banking services provided by Party A;

- b. Allow Party A to debit from Party B's account total amount of payment, other fees and/or charges according to the schedule of fee for different periods, and legal costs under the applicable terms and conditions by law and by this contract;
- c. Ensure sufficient balance in assigned consolidated payments' account for debiting total payment amount, fees and/or charges;
- d. Refund any incorrect or excessive amounts credited to Party B's account and (or) other amounts and the fees arised when Party B loses a court case;
- e. Directly go to Party A's transaction office to receive the authentication device (if any); authorize another person to receive the authentication device (if any) or request Party A to send authentication device by post. Authorization must be made in writing at the transaction office of Party A or must be certified by the authority. If the authentication device is sent by post, Party B shall be fully responsible for any risk asries and must notify Party A in writing upon receipt;
- f. Notify Party A as soon as possible when detecting or suspecting any unauthorized access to the services provided by Party A to Party B, or suspecting username and password of authorized user is leaked by an unauthorized person. Party B must confirm their notice(s) in writing and send to Party A (if previously notified in other forms);
- g. Be responsible for solving any disputes occurred between Party B and the ordering party or between Party B and the beneficiary party related to instructions having affected by Party A as instructed;
- h. Notify Party A of any changes of contact address or other registration information required by Party A;
- i. Promptly coordinate with Party A to solve any errors, problems or disputes related to the implementation of the Internet Banking services provided by Party A (if any);
- j. Commit not to process any transactions constituting a violation of applicable law; Follow other obligations according to Party A's related policies and applicable law and regulation.

#### **Article 4: Rights and Obligations of Party A**

##### **4.1 Party A reserves the rights to:**

- a. Be exempt from liabilities arising from the inability to make transactions in accordance with Party B's requests in case the processing system, communication system etc. are malfunctioning or any other reasons for damages, losses arising in the course of using the services provided by Party A unless such damages and losses are caused by subjective errors of Party A;
- b. Be exempt from liabilities in case of receiving complaints from Party B after a period of 30 days from the date of the transaction;
- c. Be exempt from liability in case Party B chooses a wrong beneficiary account;
- d. Be allowed to use Party B's information for the purposes of: (I) management, monitoring, consulting, support, etc between Party A and Party B and/or promotion, introduction of

- products and services of Party A to Party B; (ii) Sharing to a third party which has a cooperation relationship with Party A in providing the services in order to improve service quality and Party B's benefits; (iii) Investigation on money laundering activities or sending to the competent authorities whenever there is evidence or suspicion of illegal activities;
- e. Reject the transactions deemed to be illegal, ineligible under the regulations of Party A and Law or in circumstances beyond the control of Party A or when Party B's account(s) does (do) not fully meet the conditions to carry out the transaction;
  - f. Debit Party B's account amount of transaction, and other fees and/or charge accordance with the schedule of fee for different periods under the current terms and conditions of Party A and Law (if any); any incorrect and excessive amounts credited to Party B's account (if any); any disputed amounts and the fees arising when they are determined by the competent authorities that the customer is the losing party (if any).

#### **4.2 Party A is under obligations to:**

- a. Comply with the regulations associated with electronic transactions of the State Bank of Vietnam and Law;
- b. Assure that the functions of the Internet Banking program are in proper and safe operation; it does not contain virus or other negative factors which could affect Party B's IT system;
- c. Ensure the confidentiality regarding Party B's account-related information and customer transactions as regulated by applicable Law;
- d. Stop providing registered services after receiving Party B's notice (verified to be sent from Party B) of loss or stolen of authentication devices, registered mobile phone or password;
- e. Receive and handle customer's verification requirements and claims with regards to the services provided;
- f. Party A shall not be responsible for damages, losses arising in the course of using the registered services provided by Party A unless such damages and losses are caused by subjective errors done by Party A;
- g. Party A shall not be responsible for Party B's incompliance of transaction procedure recommended by Party A or Party B's inaccurate entry of information.

#### **Article 5: Transaction Limit**

- 5.1** Party A will assign limit per each transaction and transaction limit per day for payment or transfer transaction on Internet Banking;
- 5.2** Party A can change and/or assign the transaction limit depending on the conditions of each period. An official notice shall be published on VietinBank website and at each branch and transactional office.

#### **Article 6: Effective Transactions**

- 6.1** Party A is deemed to have received instructions of Party B through the Internet Banking program only when these instructions follow Party A's instructions and are recorded by the Party A's Internet Banking system;

- 6.2 Any transactions made via Internet Banking after having inserted the correct user name, password and authentication code (One time password - OTP automatically created by the Authentication device - RSA) is regarded as valid and bound. Party A will check the authenticity of transactions by verifying user names, passwords and authentication codes and other verification elements if any;
- 6.3 For transactions requiring attached original documents as regulated by the Law, transactions made through Internet Banking ordered by Party B are only regarded as effective if Party A has received all original documents attached to the above transactions. In case Party A has not received the original documents as regulated by Law, Party A does not bear any responsibility associated with losses or damage caused by the delay of such transactions;
- 6.4 Transactions received after cut-off time will be processed on the next working day. Party A shall notify Party B of the cut-off time, however, has the right to change the cut-off time without prior notice.

#### **Article 7: Transaction Documents**

- 7.1 Transaction documents to be used for the Internet Banking services between Party A and Party B are electronic documents;
- 7.2 The contents of electronic documents must comply with the regulations of Party A and other regulations of Laws related to electronic transactions;
- 7.3 The documents related to the provision of services and/or transactions on Internet Banking between Party A and Party B as well as all data recorded, verified and maintained by Party A shall be evidence of Party B's transactions through Internet Banking of Party A. The evidence is legally sufficient to recognize the responsibility of Party A under Law and also the contract agreed by both parties.

#### **Article 8: Time of transaction**

- 8.1. Transactions on Internet Banking program are processed within working hours from Monday to Friday, exclusive of public holidays regulated by Vietnam Laws;
- 8.2. Transaction timing for each type of Internet Banking service is regulated by Party A.

#### **Article 9: Service Charges**

- 9.1 The application and collection of charges for using Internet Banking services by Party B shall comply with the provisions on charges of Party A in each period;
- 9.2 Information on charges and Internet Banking service charge table is shown publicly at Party A's transaction offices/branches, official website, or the service distribution channels, or is notified to Party B via e-mail;
- 9.3 Depending on the conditions in each period, charges will be collected in accordance with Party A's regulations.

## **Article 10: Confidentiality**

- 10.1** , During effective period of this contract, each party commits to respect the confidentiality of information provided by the other party (including software, manual or other information relating to the program) and only provides such information to a third party if permitted by the other Party or requested by a state authority as regulated by Law;
- 10.2** Both parties commit themselves not to use information provided by the other party to compete against each other.

## **Article 11: Risk and Risk Settlement**

- 11.1** Each party will not bear any legal responsibility for any act causing suspension or termination of VietinBank Internet Banking if it is defined force-majeure beyond control, prevention or prediction of each Party. Force-majeure is an event preventing one party from implementing its contractual obligations including, but not limited to thunderstruck, flood, strike, war or any other actions caused by a third-party (electricity, telecommunication incidents), or by Law or declaration, decision of the Government;
- 11.2** Unless otherwise stated in the contract, Party A is not responsible for any loss or damage directly or indirectly caused by the following reasons:
- a. Technical errors caused by Party B's equipments or subjective reasons caused by Party B's improper operation system or incompliance with manual provided by Party A;
  - b. Technical errors of system software, telecommunication equipments or connection which are not caused by Party A;
  - c. Effect of virus on the system due to Party B's fault;
  - d. Inconsistency of information in payment orders made by Party B;
  - e. Errors of faults caused by Party B, correspondent banks, intermediate bank, remittance bank, beneficiary bank or any third-party;
  - f. Other cases beyond the control of both parties.
- 11.3** In the event of technical errors causing wholly or partially damages to Party B's computer system, which is identified as fault of neither Party A nor Party B, Party A shall assist Party B in re-installing VietinBank Internet Banking and restore the lost data in its best capacity.

## **Article 12: Contract Violation Resolution**

- 12.1** This section of the contract is regulated by Vietnam's Law. In case disputes related to the explanation of terms in this Contract happen, Party A's interpretation is prioritized;
- 12.2** Any disputes arising in the course of execution of this contract shall be settled on the basis of cooperative negotiation and conciliation;
- 12.3** If no solution is reached, such disputes shall be settled at a jurisdictional court located in Hanoi, Vietnam.

**Article 13: Validity and Termination of Contract**

- 13.1** This contract shall be effective for 01 (one) year from the signing date and shall be automatically renewed if no document related to Contract’s validity is made by either one or both parties 1 month prior to the renewal date of the contract;
- 13.2** In case of contract termination, one party must send a written notice to the other party within 60 days in advance;
- 13.3** This contract consists of 08 (eight) pages and made into 02 (two) original copies of equal legal validity; each party holds 01 (one) copy.

..... , Date .....

**Party A representative**

*(Signed with full name and company’s seal)*

**Party B representative**

*(Signed with full name and company’s seal)*