

SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom - Happiness

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

Contract No./HDIB – CN

- Pursuant to the Civil Code No. 33/2005/QH11 dated 14th June 2005;
- Pursuant to the Law on Credit Institutions No. 07/1997/QH10 dated 12th December 1997 and the 2005 Law Amending and Supplementing a Number of Articles of the Law on Credit Institutions dated 15th June 2005;
- Pursuant to Law on Electronic Transactions No. 51/2005/QH11 dated 29th November 2005;
- Pursuant to Decree No.101/2012/NĐ-CP dated 22nd November 2012 on non-cash payment;
- Pursuant to the Ordinance on Foreign Exchange No. 28/2005/PL-UBTVQH11 dated 13th December 2005;
- Pursuant to the Decree No. 35/2007/NĐ-CP dated 8th March 2007 adopted by the Government on Electronic transactions in the banking operations;
- Pursuant to the 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 capability.

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

**SERVICE PROVIDER: VIETNAM JOINT-STOCK COMMERCIAL BANK FOR
INDUSTRY AND TRADE (VIETINBANK)– BRANCH**

Address:.....

Tel: Fax:

Represented by: Mr (Ms)

Position:

ID No. : Date of Issue: Place of Issue:

Under the Power of Attorney No.datedby Chairman of the Board of Vietnam Joint-Stock Commercial Bank for Industry and Trade.

Hereinafter refer to as Party A.

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SERVICE USER:
.....
Address:.....
Tel: Fax:
Establishment and Business License No. Date of Issue:
Place of Issue:
Represented by: Mr (Ms)
Position:
ID No. : Date of Issue: Place of Issue:
Under the Power of Attorney No. dated by
.....

Hereinafter refer to as Party B.

Both Parties agree to enter this Contract for Provision and Use of Corporate Internet Banking Service in accordance to 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 through 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 services of Party B under this Contract shall be understood as agreeing with all kinds of services registered and all information, instructions, rules and terms of use of the Internet Banking services that Party A is applying to those kinds of services at the time the 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 user name and password for access to Internet Banking program to use Internet Banking services after both Parties officially enter into this Contract. In case of using payment services, Party B will be issued authentication device for transaction verification and approval.
- 2.2 Party B ensures the safekeeping 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

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damage 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 a right to ask Party A to provide user name and/or another 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 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 to Internet Banking Program of Party A by using user name and password provided by Party A to use the services registered in Item 3, Annex 1 attached to this Contract; Make transactions is applicable to accounts registered in Item 2, Annex 1 attached to this Contract, and user role registered in Item 4, Annex 1 attached to this Contract;
- b. Make a complaint and/or trace request if there are errors or suspicious transactions arising in the course of using the Internet Banking services under regulations of local law and Party A. Complaints must be made in writing and sent to Party A within thirty (30) working days upon the time that the related transactions are made. Beyond the above period, Party A shall not be responsible for solving these complaints. In case, Party B's complaint is not related to the fault of Party A, Party B will have to bear all costs incurred for handling of complaints in accordance with Party A (if any);
- c. Request Party A to maintain Party B's information related to using services on Internet Banking Program, including account information, services registered and user information stated in Annex 02 attached to this Contract;
- d. Request Party A to guide and support in the course of using the Internet Banking services;
- e. Request Party A to reactivate Internet Banking services deactivated;

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 Party B's account amount of transaction, and other fees and/or charge in accordance with the schedule of fee for different periods, and legal costs under the current terms and conditions of Party A and Law (if any);

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- c. Ensure that Paying Charge Account has sufficient balance for debiting amount of transaction, and other fees and/or charge on payment due date by Party A;
- d. Refund to Party A any incorrect and excessive amounts credited to Party B's account and (or) disputed amounts and the fees arising when they are determined by the competent authorities that Party B is the losing party (if any);
- e. Directly go to the transaction office of Party A to receive the authentication device (if any) or authorize for another to receive the authentication device (if any) or request Party A to send authentication device by post. Authority of Party B must be made in writing at the transaction office of Party A or must be notarized or authenticated. If the authentication device is sent by post, Party B must bear all arising risks and must be confirmed in writing upon receipt of Party A;
- f. Notify to Party A as soon as possible when detecting or suspecting any unauthorized access to services provided by Party A to Party B, or suspecting that the information about username and password of the user of the Party B is leaked by unauthorized people. Party B must confirm the notice(s) in writing and send them to Party A (if previously notified in other forms);
- g. Being 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 any changes of contact address or other registration information as required by Party A;
- i. Promptly coordinate with Party A to solve errors, problems or disputes related to the implementation of the Internet Banking services provided by Party A (if any);
- j. Commit not to perform transactions in a manner that is inconsistent with Law;
- k. Other obligations according to related policies of Party A and regulation of Law

Article 4: Rights and Obligations of Party A

4.1 Party A reserves the rights to:

- a. Be exempt from liability 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 liability 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

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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 initiated by Party B in case: (i) those transactions are deemed to be illegal under the regulations of Law; (ii) those transactions are ineligible by the regulations of Party A; (iii) in circumstances beyond the control of Party A; (iv) 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 in 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 on electronic transactions of the State Bank of Vietnam and Law.
- b. Assure that the functions of the Internet Banking program are in good operation, safe and do not contain virus or other negative factors which could affect Party B's IT system;
- c. Ensure the confidentiality of account-related information and customer transactions as regulated by Law;
- d. Stop providing service after receiving Party B's notice (verified to be sent from Party B) of authentication device, registered mobile phone or password to be lost or stolen.
- e. Receive and deal with customer's verification requirements and claims related to the services of VietinBank;
- f. Party A shall not be responsible 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
- 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 transaction limit per each transaction and per day for payment/transfer transaction on Internet Banking;

5.2 Party A can change and/or assign transaction limit depending on the conditions of each period, and will send a notice through transaction offices of Party A and/or VietinBank website.

Article 6: Effective Transactions

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- 6.1** Party A is deemed to have received instructions of Party B through the Internet Banking program only when the receipt of these instructions is acknowledged by the Party A's Internet Banking system;
- 6.2** Any instruction made through Internet Banking after having inserted 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 instructions by verifying user name, password and authentication code and other verification elements if any;
- 6.3** For instructions which requiring attached original documents as regulated by 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 said transactions. In case, Party A has not received original documents as regulated by Law, Party A does not bear any responsibility of losses or damage caused by the delay of such transaction
- 6.4** Transactions received after cut-off time will be processed on the following working day. Party A shall notify Party B of the cut-off time, however, has right to change the cut-off time without prior notification.

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 has full of legal as a contract dealed by both Party A and Party B.

Article 8: Time of transaction

- 8.1.** Transactions on Internet Banking are processed within working hours from Monday to Friday, exclusive of public holidays regulated by the Law of Vietnam;
- 8.2.** Time of transaction for each type of Internet Banking services complies with the common working hours regulated by Party A.

Article 9: Service Charges

- 9.1** The application and collection of charges for using the Internet Banking services by Party B shall comply with the provisions on charges of Party A in each period.

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- 9.2** Information on charges and Internet Banking service charge table is shown publicly at Party A 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, Party A will collect charges from Part B by service package, transaction type, transaction value, transaction quantity, etc.

Article 10: Confidentiality

- 10.1** Each Party commits itself, during effective period of this contract, to respect the confidentiality of information provided by the other party (including software, manual or other information relating to the program) and only provide such information to a third party if permitted by the other Party or at the request of an 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 Vietinbank’s Internet Banking if it is defined force–majeure beyond the control, prevention or prediction of each Party. Force-majuere 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 system operation or incompliance with manual provided by Party A
 - b. Technical errors of system software, telecommunication equipments or connection caused by another party but Party A.
 - c. Effect of virus on the system not due to Party A’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 Party
- 11.3** In the event of technical incident causing wholly or partially damage of Party B’s computer system, which is identified as fault of neither Party A nor Party B, Party A shall

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assist Party B in re-installing VietinBank's Internet Banking and restore the lost data in its best capacity.

Article 12: Contract Violation Resolution

- 12.1. This contract's articles are regulated by Vietnam's Law. In case of disputes related to explanation of terms in the Contract, Banking language will prevail for interpretation
- 12.2. Any disputes arising during the implementation of this contract shall be settled on the basis of cooperative negotiation.
- 12.3. If no solution is reached, such disputes shall be subject to jurisdiction of the Court where Party A is located.

Article 13: Validity and Termination of Contract

- 13.1 This contract shall be effective within 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 date of contract termination
- 13.2 In case of contract termination, one party must send a written notice to the other party 60 days prior to the date of contract termination.
- 13.3 This contract consists 08 (eight) pages and is made into 02 (two) copies of equal legal validity; each party holds 01 (one) copy.

..... , Date

For Party A

(Signed with full name and company's seal)

For Party B

(Signed with full name and company's seal)

HỢP ĐỒNG	Mã số:	Trang : 8/8
SỬ DỤNG DỊCH VỤ NGÂN HÀNG ĐIỆN TỬ DÀNH CHO KHÁCH HÀNG DOANH NGHIỆP	Lần sửa đổi: 00	Ngày sửa đổi: