

Socialist Republic of Vietnam
Independence-Freedom-Happiness

CIF:

Contract No.:..... / VCB-MONEY Date...month...year

Agreement for Provision and Use of Electronic Banking Services(VCB-Money)

- Pursuant to the Ordinance on Economic Contracts dated 25th September 1989
- Pursuant to Degree No. 17-HĐBT dated 16th January 1990 of the Council of Ministers stipulating details for the implementation of the Ordinance on Economic Contracts
- Pursuant to Decree No. 64/2001/ND-CP dated 20th Sep., 2001 of the Government on Payment Operation made through settlement service provider.
- Pursuant to Decision No. 44/2002/QĐ-TTg dated 21st Mar., 2002 of the Prime Minister of the Government on the use of electronic documents as accounting documents for the capital settlement by the settlement service provider.
- Pursuant to other related legal regulations and documents
- In accordance with the request of the service user and VCB capacity, we are:

The user of E-Bank services (hereby referred to as “Party A”):

- Customer’s Name :
- Represented by :Position: Identity card No.:issued dateat
- Under Letter of Attorney’s No Date.....month yearof
- Address:.....
- Phone..... Fax.....
- Settlement Account: At.....

The provider of E-Bank services (hereby referred to as “Party B”): Bank for Foreign Trade of Vietnam,..... branch.

- Represented by :Position: Identity card No.:granting dateat
- Under Letter of Attorney’s No Date.....month yearof

- Address:.....
- Phone..... Fax.....

agree to enter into this Agreement for Provision and Use of Electronic Banking Services in accordance with the following terms and conditions:

Article 1: E-Bank Services

Party A, after having studied carefully the VCB-Money’s Manual of Vietcombank, requests Party B to provide E-bank services through VCB-MONEY system for handling transactions, including:

Information search:		Bank account balances		Exchange rates, Interest rates, terms and conditions		A/C statements
Payment service:		Domestic remittance		Payments orders		Foreign exchange transactions
		Overseas remittance		Collection Payments		Payroll transactions

For the receiving payments services, Party A shall provide Party B with a Letter of Authorization by its customers, allowing Party A to make payments from their accounts in compliance with Party B’s instructions in order to effect the authorized transactions.

Article 2: Rights and Obligations of Party A

- 2.1 Party A is authorized to connect to Party B’s VCB Money system to effect transactions as stipulated in Article 1.
- 2.2 Party A has responsibility to comply with VCB’s EBANK Manual for Use
- 2.3 Party A ensures to provide password to account holders and/or chief accountant and/or authorized person only in order to such person(s) to effect registered VCB-Money transactions (as indicated in the Annex 1 of this contract). The person(s) provided with username and password is responsible for safekeeping the password. Therefore, all electronic messages and VCB-Money transactions from Party A to Party B with all necessary elements and correct electronic signature shall be considered Party A’s will and be automatically carried out by Party B, even if such transactions discovered later on made by unauthorized person(s).
- 2.4 Party A is responsible for its information and payments contents on VCB-Money system. Party A shall immediately advise Party B of any detected discrepancies in the contents of information, of payments or any illegal actions in the use of VCB-Money system.
- 2.5 In the event of wrong payments made by Party B to the account of Party A, Party A shall be obliged to immediately notify and refund the sum to Party B.

- 2.6 Party A shall promptly keep Party B informed of any abnormal transactions, or professional or technical errors in connection with the safety of VCB-Money operation between the two parties.
- 2.7 Party A shall be, for its own account, responsible for installation, maintenance of its connection facilities and computers, compatible to EBANK system, installed by Party B.
- 2.8 In the event that Party A has requirements to change any content in this Agreement such as change in customer names, user names, right to access to,...EBANK Services, it is required to notify Party B in writing seven (07) business days in advance.

Article 3. Rights and Obligations of Party B

- 3.1 Party B shall for its own account provide Party A with VCB-Money software installed and user manual, suitable to technical requirements.
- 3.2 Party B shall inform Party A of any new VCB-Money services and shall offer it to Party A if requested.
- 3.3 In the event that Party A wishes to withdraw, cancel or amend any order already processed by Party B, Party B shall try to assist Party A in canceling or withdrawing or amending of such orders, and shall not assume responsibility for any losses arising from or in connection with the failure in effecting such withdrawals, cancellations and amendments given that such operations are correctly processed and in compliance with the preset procedures.
- 3.4 If the provision of EBANK Services must be temporarily suspended to deal with technical problems of EBANK system, Party B shall notify Party A three (03) business days prior to the date of temporary suspension. The suspension shall not prolong more than five (05) calendar days.
- 3.5 Party B reserves the right to deny execution of any transaction that its contents are not in compliance with law and regulations. In such event, Party B is obliged to notify Party A within working 8 hours of such refusal.

Article 4. VCB-Money fees

Party A has the obligation to pay to Party B any fees arising from or in connection with its utilization of VCB-Money system according to the current VCB-Money fee schedule.

Article 5. Transaction time

VCB-Money transactions shall be effected from Monday to Friday, excluding holidays, new year days, and others as stipulated by law and regulations. Transaction schedule for each VCB-Money service is in compliance with VCB's General Transaction Time.

Article 6. Software Maintenance

- 6.1 Party B is responsible for the maintenance of VCB-Money softwares during the Ebank service period. As soon as getting notification from Party A of errors of the program Party B shall send its IT experts to Party A's offices to repair within 48 hours for areas in Hanoi and Ho Chi Minh City and 72 hours for areas in other provinces since the receipt of such notification.
- 6.2 Party B shall bear no responsibility for any errors and damages of the software due to Party A's failure to follow the instructions in VCB-Money Manual for Use or other external reasons as stated in article 9 of this contract.
- 6.3 Party B shall provide the latest versions of the softwares to Party A as soon as they are available.

Article 7. Copyright of the Software Programs

- 7.1 The copyright of EBANK electronic software program system, the operational and related bank accounts for the provision of VCB-Money services under this contract belongs to Party B.
- 7.2 Party B may amend, supplement the software program and may provide such Services to any of its customers without Party A's consent.
- 7.3 Party A is not allowed either to amend or add any sub-system to the software program or copy or provide the said software to any third party.

Article 8. Confidentiality

- 8.1 Both Parties undertake that during the implementation of this contract, it shall keep information provided by the other Party confidential (including software programs, guides to use and other information relating to such software program system) and may only provide such information to third party when permitted by the other Party or as required by authorized governmental bodies in accordance with stipulations of the laws.
- 8.2 Each Party undertakes that it shall not use information provided by the other Party for the purpose of competing against the Party providing such information.

Article 9. Risks and Settlement Risks

- 9.1 Each Party shall not be liable for any problems that impede, interrupt or disrupt the operation of EBANK system if such problems are of force majeure. Objective events are events causing problems that prevent a

party from performing its obligations including, but not limited to, lightning, fires, floods, work stoppages, strikes, war or by any third party (causing electricity, telecommunication problems) or changes in laws, declarations or decisions of the Government.

9.2 Party B shall not be liable for any problems arising from or in connection with Party A's equipment breakdowns or due to the failure of Party A's staffs in observing the process of management, or operation requirements of the system.

9.3 In the event of any technical problems, causing wholly or partly damage of Party A's computer system due to no faults of either Party A or Party B, Party B shall assist Party A re-installing EBANK program and restoring data up to the recoverable level.

Article 10. Contract violation settlement.

10.1 Each Party may request for the suspension of the provision or of the use of the Services if any breach to the regulations on safety and confidentiality of the program is discovered or the program is amended without permission.

10.2 Each Party shall be fully responsible for causing problems either intentional or unintentional actions leading to illegal use by other person(s) of the software program, user name and password to obtain information or to make fraudulent electronic messages that causes losses to the other Party or to the Third Party.

10.3 Any Party that breaches this Agreement or is at fault, except for the cases discussed in Article 10, causing damages to the other Party shall be responsible for compensating for all direct or indirect damages and losses that the other Party must suffer, including payment obligations that the other Party must perform to third parties as a result of the breaches or faults caused by the breaching Party.

Article 11. Validity and termination of the Contract.

11.1 This Contract shall be effective within one (01) year from the signing date and shall be renewed automatically if no written request for termination of the contract is made by the two Parties.

11.2 This Contract may be terminated pre-maturely in the following events:

- a. With the mutual agreement by both Parties
- b. Violation of this contract's provisions
- c. In accordance with a decision by a State authority

11.3 In the case of termination of this contract is made as stated in Article 11.2, the Party having obligation to perform transactions remains responsible for fulfilling such transactions. Each Party must fulfill its obligations to the other Party.

Article 12: Warranty and Settlement of disputes

12.1 Both Parties commit to strictly observe the provisions of the contract. Any disputes arising from the implementation of this contract shall be amicably settled. If no solution is reached, such disputes shall be brought to the relevant People's Court for final resolution.

12.2 This Contract shall be interpreted and governed by the laws of Vietnam.

12.3 Any amendment, supplement relating to this Contract shall be agreed in writing by both Parties. This Contract (with Appendix 01 attached as an integral part) is made into four (04) copies of equal value. Each Party keeps 02 copies.

For and on behalf OF PARTY A

For and on behalf OF PARTY B

Annex 1

Contract Number:/VCB-MONEY

1. **Customer's Name:**.....
Address:.....

2. **List of Party A's authorized persons and their signature specimens:**

No	Name	Position	Signature

3. **List of Party A's registered accounts for VCB-MONEY Transactions**

No	Account Number	Description	Opened with

4. **Seal specimens**

For The Bank only:

To: **VCB-MONEY H.O. Processing Center**

VCB branch.....would like to apply and register for the provision of VCB-MONEY services to the customer:

- CIF No:
- For the utilization of VCB-MONEY services as follows:

Information search:	<input type="checkbox"/> Bank account balances	<input type="checkbox"/> Exchange rates, Interest rates, terms and conditions	<input type="checkbox"/> A/C statements
Payment service:	<input type="checkbox"/> Domestic remittance	<input type="checkbox"/> Payments orders	<input type="checkbox"/> Foreign exchange transactions
	<input type="checkbox"/> Overseas remittance	<input type="checkbox"/> Collection Payments	<input type="checkbox"/> Payroll transactions

Officer in charge	Date	Time

Date.....month.....year.....
Branch Director