**BUSINESS CO-OPERATION AGREEMENT**

*Between*

**DCL**

*And*

**LGC**

**[Date, 2015]**

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**BUSINESS COOPERATION AGREEMENT**

**This Business Cooperation Agreement** (this “**Agreement**”) is made on the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between:

1. **(Doctor Cash Limited)**, a company duly established and operating under the laws of the Republic of the Union of Myanmar, having the following particulars:

Incorporation Certificate: No. [@]

Head office address: No. [@]

Represented by: [@]

Position: [@]

(hereinafter referred to as “**DCL**”)

And

1. **LGC Lead Generating Company**, a company duly established and operating under the laws of the Republic of the Union of Myanmar having the following particulars:

Incorporation Certificate: No. [@]

Head office address: No. [@]

Represented by: [@]

Position: [@]

(hereinafter referred to as “**LGC**”)

DCL and LGC herein referred to as the “**Party**” separately and the “**Parties**” collectively.

**WHEREAS:**

1. DCL is a form of credit institutions duly established and operating in accordance with the laws of the Republic of the Union of Myanmar under the Establishment and operation license of microfinance institution issued by the Myanmar Micro Finance Supervisory Board.
2. LGC is a one-member limited liability company engaging in finance consultancy service with 100% foreign investment capital duly established and operating in accordance with the laws of the Republic of the Union of Myanmar under the Company Certificate issued by the Directorate of Investment and Company Administration.
3. DCL and LGC are desirous to co-operate with each other in order to assist DCL’s customers in approaching and using microloans effectively.
4. The Parties agree to enter into this Agreement in order to set forth the specific terms and conditions of the business co-operation above.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 : DEFINITIONS AND INTERPRETATION**

* 1. Definitions

In this Agreement, unless the context requires otherwise, the following terms shall be defined as follows:

## “Agreement” means this Business Cooperation Agreement on Business Cooperation and its annex or modification, if any.

## “Service Agreement” means the agreement signed between the Customer and LGC in relation to the financial consultancy services of Microloan.

## “Credit Agreement” means the agreement entered into between DCL and the Customer providing for the Loan; as such agreement may be amended from time to time. Credit Agreement includes General Terms and Conditions of Microloan as applied thereto, the Loan Application Form, the Approval Notices, and all schedules and agreements supplemental to the Credit Agreement.

## “Approval Notices” means an irrevocable notice of official approval of the Loan Amount and the Loan Term issued by the Lender to the Borrower no later than one (01) month from the signing date of the Credit Agreement.

## “Business Day” means a day (other than a Saturday, Sunday or a public holiday in Myanmar) on which the Lender is opened for banking transactions in the normal course of business.

## “Customer” means the party to the Loan Application Form and Credit Agreement to whom the Microloan is made.

## “Loan Application Form” means the application in writing submitted by the Customer to DCL for availing of the Loan.

## “Microloan” means the amount distributed by DCL to the Customer as specified in the Approval Notice.

## “Terms and Conditions” means the terms and conditions, which form an inseparable part of the Loan Application and Credit Agreement, concluded between the DCL and the Customer.

## “Effective Date” means the effective date of this Agreement as set out in Article 12.1 herein.

* 1. Interpretations

In this Agreement, unless the context otherwise requires:

1. words importing the singular include the plural and vice versa;
2. words importing any gender include the other gender;
3. references to any document are references to that document as amended, consolidated, supplemented, or replaced from time to time;
4. references to articles, paragraphs, clauses, recitals and annexure are references to articles, paragraphs and clauses of, and recitals and annexure to, this Agreement;
5. headings are for convenience only and will be ignored in construing the meaning of this Agreement;
6. references to law include references to any constitutional provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, circular and judgment;
7. references to any law are references to that law as amended, consolidated, supplemented or replaced from time to time;
8. references to any person include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust and governmental agency;
9. references to dates and times are references to dates and times in Vietnam;
10. if a period of time is specified from, after or before a given day or the day of an act or event, it is to be calculated exclusive of that day;
11. if any act must be performed on a day which is not a Business Day, then it must be performed on the next following Business Day;
12. a reference to an accounting term is to be interpreted in accordance with national accounting standards or if no such standards are applicable, generally accepted international principles and practices consistently applied by a body corporate or as between bodies corporate and over time; and
13. any words “hereof”, “herein”, “hereto”, “hereby” and “hereunder” are words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

# **ARTICLE 2 : BUSINESS CO-OPERATION**

* 1. LGC shall co-operate with DCL in order to assist the Customer in approaching and using the Microloans effectively to the areas provided by the DCL.
  2. In case the Customer and LGC entered into Service Agreement, in accordance with the agreement between the Customer and LGC thereof, at the time of disbursement, DCL shall represent and act on behalf of the Customer to use part of the Customer’s Loan Amount to pay LGC the total service fee arising in the term of loan. The amount disbursed to LGC shall constitute part of the Customer’s Loan Amount payable to DCL. The Customer undertakes and indemnifies to bear the obligations and responsibilities with respect to the service used by LGC according to the Service Agreement and DCL is not responsible for any joint liability in connection with this event.
  3. With respect to the payable service fee to LGC arising after the term of loan, DCL shall act on behalf of LGC to collect from the Customer when such fees are due. LGC shall bear all of the arising expenses (if any) in connection with this service fee collection.

# **ARTICLE 3 : RIGHTS AND OBLIGATIONS OF DCL**

* 1. At the time of disbursement, DCL will have right to represent and be on behalf of Customer to use a part of Loan Amount to pay total payable service fees to LGC arsing in Loan Term.
  2. DCL will have the right to represent and be on behalf of LGC in order to collect the payable services fees from the Customer in accordance with the Service Agreement which signed between the Customer and LGC.
  3. DCL will be responsible for repay to LGC any service fees which are collected from the Customer in accordance with the Agreement Services which signed between the Customer and LGC within 10 working days after its collections date.
  4. In the event the Customer fails to sign the Agreement with LGC or fails to make such payable service fee via DCL, DCL will have non-liability for repaying any payable service fee to LGC.
  5. DCL will be also not responsible for reminding or following or sending any notice for requesting the Customer to make any non-payment or outstanding service fees to LGC.
  6. DCL has the obligation to provide LGC with reports on the disbursed loans to and collected service fees from Customers on a weekly/monthly basis.

# **ARTICLE 4 : RIGHTS AND OBLIGATIONS OF LGC**

* 1. LGC will have the right to sign the Service Agreement with the Customer in relation to the financial consultancy services with the aim of assisting the Customer in choosing and using the proper Microloans to meet the financial demands of the Customer in a short-term.
  2. LGC will have the right to receive any services fees which are collected by DCL from the Customer in accordance with the Agreement Services signed between the Customer and LGC.
  3. LGC will be responsible itself for its financial consultancy services in compliance with the Agreement Services signed between the Customer and LGC.
  4. LGC will be responsible for providing DCL a copy of the Agreement Services signed between the Customer and LGC, and any necessary information or documents in order to assist DCL in collecting the payable services fees from the Customer.

# **ARTICLE 5 :** **FORCE MAJEURE EVENT**

5.1 Force Majeure Event means any circumstance unpredictable and beyond the reasonable control of a Party preventing that Party from complying with or performing its obligations under this Agreement, including but not limited to wars or other military actions, acts of terrorism, riots, civil unrests, destructive actions, disruptive actions, acts of or limitation of the government or other competent authorities, accidents, fires, floods, earthquakes or other natural disasters, or disaster (but exclusive of unlawful strikes and closing doors to make pressure), provided that no circumstance or cause shall be deemed as beyond the reasonable control of a Party if such circumstance or such cause have appeared as a result of un-carefulness of that Party.

5.2 In the event a Party is delayed or prevented from the performance of its obligations under this Agreement due to a Force Majeure Event (“**Affected Party**”), the Affected Party must:

1. notify the other Party in writing of the Force Majeure Event and reasonable evidences of such an event; and
2. send a written notice to the other Party to notify such delay or obstacle as soon as practical and specifying the starting date and the scale of such delay or obstacle, causes of such delay or obstacle and estimated times of such delay or obstacle; and
3. use all reasonable efforts to minimize the impact of the delays or obstacles to the implementation of its obligations under this Agreement; and
4. resume the implementation of its obligations as soon as practical after removing off the reason causing such delay or obstacle; and
5. fail to continuously perform any obligations stated in this Agreement without influence of rights of any party.
   1. If a Force Majeure Event has prevented and continues to prevent the implementation of the Agreement of the Parties for a continuous period of more than [sixty (60)] days then that shall be a ground for determining the continuance or termination of this Agreement in accordance with the mutual agreement of the Parties.

# **ARTICLE 6 : GOVERNING LAW AND SETTLEMENT OF DISPUTE**

6.1 Governing law

This Agreement shall be governed and construed in accordance with the laws of the Republic of the Union of Myanmar.

* + 1. Settlement of dispute

1. All disputes arising out of or in connection with this Agreement shall firstly be settled through amicable negotiation between the Parties.
2. If no settlement is reached within [thirty (30)] Business Days from the date of notification of the dispute by one Party to the other Party, either Party shall have the right to submit the dispute to the Singapore International Arbitration Centre (SIAC) in accordance with the prevailing rules of the SIAC. The arbitral tribunal shall comprise [three (03)] arbitrators which are appointed in accordance with the SIAC's Rules of Arbitration. The place of arbitration proceedings shall be in Singapore. The language to be used in the arbitral proceedings shall be English.
3. The costs of the arbitration under this Article shall be borne by the losing party unless the arbitral tribunal determines otherwise at its own discretion.
4. During and without prejudice to the arbitration process, this Agreement shall continue to be performed in all respects except for the disputed part, which is under arbitration.

# **ARTICLE 7 : EFFECTIVENESS AND TERMINATION**

7.1 This Agreement comes into effect from the signing date hereof.

7.2 This Agreement may be terminated upon the occurrence of the following events:

1. Upon the written agreement reached by the Parties;
2. If a Party is in breach of any its obligation or commitment in this Agreement and fails to remedy within a reasonable time limit ([thirty (30)] days at maximum) as requested in the written notice of the remaining Parties, the remaining Parties have the right to unilaterally terminate this Agreement by written notice to the Breaching Party with immediate effect; and
3. Upon the occurrence of the Force Majeure Event as defined in Article 6 hereof.
   1. In case this Agreement is terminated for any reasons, within [thirty (30)] days from the date of termination of this Agreement, the Parties shall compensate the other Parties for any loss and damage arising (if any).

# **ARTICLE 8 : CONFIDENTIALLY**

8.1 Confidentially Information means the contents of this Agreement and any information or data stored in any form, which is the exclusive property and confidential to each Party respectively in this Agreement, including but not limited to, the existence and the terms, conditions of this Agreement, the information referred to or related to the transaction contemplated by this Agreement and/or the principles, confidential operations, organizational structures, financial services, and/or any issue and information of Microloan and the Customers, documentations, manuals, budgets, financial statements or other information, the list of business staff, accounts, customer lists, marketing studies, drawings, notes and memorandum. The term “Confidential Information” shall not apply to the below information or data:

1. is being or, after disclosure, shall be public information unless it is the result of the unauthorized disclosure of that information by each party respectively;
2. is provided by a third party who is not bound by confidentiality obligations or is frequently provided by each party;
3. has been possessed by each Party prior to the disclosure of information to a third party; or
4. is developed independently by each party without unauthorized use of the Confidential Information.
   1. Each party shall not, except as mutually authorized by the Parties in writing or required by law, reveal, disclose or otherwise provide or permit or cause to be revealed, disclosed or provided to any third party any Confidential Information and shall keep with complete secrecy and confidentiality the Confidential Information and shall not use or attempt to use or caused to be used any such Confidential Information in any manner which may injure or cause loss to or otherwise affect or prejudice either directly or indirectly the remaining party.
   2. Notwithstanding any otherwise provision contained herein, in the event a Party fails to perform the provisions in this Article 9 of this Agreement, such breach shall survive termination or cancellation of this Agreement for any reasons.

**ARTICLE 9 : MISCELLANEOUS**

**9.1 Notice**

* 1. All notices and communication made under this Agreement by one Party to the other Party shall be in writing and in English and shall be sent by mailman, registered airmail, courier, facsimile or email (followed by registered airmail) addressed to the intended recipient.
  2. All notices and communications made under this Agreement shall be deemed to be received:

1. at the sending time if they are delivered by mailman;
   * 1. [seven (07)] Business Days after postmark in case of a registered airmail, postage prepaid;
     2. [three (03)] Business Days after dispatch in case of express delivery service, postage prepaid;
     3. immediately on transmission in the case of a facsimile or an email (followed by registered airmail letter).
   1. All notices and communications under this Agreement shall be sent to the other Parties to their relevant correspondences details as set out in the first part of this Agreement herein.
   2. A Party may change or supplement the addresses set forth above, or designate additional addresses, for purposes of this Article 10.1 by giving the other Party written notice of the new address in the manner set forth above.
   3. **Severability**

Any provision or undertaking in this Agreement which is or may become illegal, void, prohibited or unenforceable in any respect under the laws of the Republic of the Union of Myanmar shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, invalidity, prohibition or unenforceability shall not invalidate or render illegal, invalid or unenforceable any other provision or undertaking contained herein. Where, however, the provisions of the laws of the Republic of the Union of Myanmar may be waived, they are hereby unconditionally and irrevocably waived by any party to the full extent permitted by the laws of the Republic of the Union of Myanmar.

* 1. **No Waiver**

No failure on the part of any party hereto to exercise, and no delay in exercising any right under the Agreement shall not be deemed as a waiver thereof, nor will any single or partial exercise of any other rights under the Agreement. The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by law. Any waiver or consent given by any party hereto under this Agreement shall be in writing.

* 1. **Modification**

Any amendment to and adjustment of this Agreement as well as the supplement thereof only take effect if there is a written consent of the Parties.

* 1. **Assignment and Successor**
     + - 1. A Party shall not be permitted to transfer or assign any of its rights and obligations in this Agreement to any other party, unless with the prior written consent of the remaining Parties.
         2. This Agreement will extend to and be binding upon the heirs, successors, assignees and legal representatives of the Parties hereto.
  2. **Language**

This Agreement is made into [two (02)] original copies in English with equal validity, each Party will keep [one (01)] original copy.

**IN WITNESS WHEREOF,** the Partieshave signed this Agreement on the date specified in the first part of this Agreement.

|  |  |
| --- | --- |
| **Signed by**  **[Name]**  **[Position]**  **For and on behalf of DCL** | **Signed by**  **[Name]**  **[Position]**  **For and on behalf of LGC** |

**WITNESSES**

Name: Name:

NRC/ID: NRC/ID:

Address: Address: