

SCHEDULE No. #IV92

Viet Bank – Kondor+ Implementation (Reference ON131953)

This Schedule Number #IV92 to SUBCONTRACTOR SERVICES AGREEMENT Number #IO07 with effective date 13 September 2018 (the "Agreement") shall become effective upon the date of the latest signature hereto as set out below in the attestation clause (the "Schedule Effective Date")

BETWEEN

Finastra Hong Kong Limited, whose registered address is Suites 604-610, 6th Floor, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong ("**Finastra**");

And

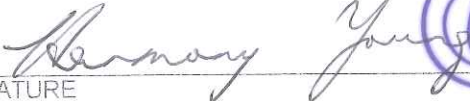
Viking Technology Joint Stock Company, whose registered address is 1002, L10, Thang Long Building, 98 Nguy Nhu Kon Tum, Thanh Xuan District, Hanoi, Vietnam ("**Contractor**")

(Hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**")

- 1) This Schedule is a statement of the Services to be provided by the Contractor to Finastra for the benefit of Viet Nam Thuong Tin Commercial Joint Stock Bank, whose address is 47 Tran Hung Dao, Soc Trang, Vietnam ("**Client**" as referred to in the Agreement or "**VietBank**").
- 2) The terms and conditions of the Agreement are deemed incorporated into this Schedule and, together, they shall form an agreement separate from any other in accordance with clause 2.2 of the Agreement.
- 3) This Schedule shall terminate the later of (i) the expiry or termination of the Agreement; or (ii) when Finastra provides written notice that Contractor's obligations under the Agreement and this Schedule have been fulfilled and accepted.
- 4) The Services will be provided on a fixed-price basis and therefore Part 1 of this Schedule is not applicable.
- 5) For the avoidance of doubt where a conflict arises between the terms and conditions of the Agreement and the provisions of this Schedule then the provisions of this Schedule shall take precedence.

IN WITNESS whereof the Parties have by their duly authorised representatives executed this Schedule as at the dates below written.

SIGNED on behalf of FINASTRA and thereby
duly authorised:


SIGNATURE

Young, Harmony Hak Man

FULL NAME

Director

POSITION

DATE

18 MARCH 2019

SIGNED on behalf of the CONTRACTOR and
thereby duly authorised:


SIGNATURE

FULL NAME

POSITION

DATE

18 March 2019

SCHEDULE – PART 1

TIME & MATERIAL SERVICES

Not applicable

SCHEDULE – PART 2

FIXED-PRICE SERVICES

The following fixed-price Services have been identified and will be provided by the Contractor in accordance with the Statement of Work or Scope of Work provided or to be provided by Finastra:

The Contractor shall provide Services to Finastra for the benefit of its Client in accordance with the Scope of Work attached to this Schedule as **Appendix A** and Project Plan attached to this Schedule as **Appendix B**, which include but not limited to the following:

- Front office (K+) configuration based on to-be-accepted business specification;
- Back office (K+TP) configuration based on to-be-accepted business specification;
- Interfaces: end to end implementation of all 3rd party interfaces with support from Finastra where required;
- Reports and Custom windows: end to end implementation of to-be-defined custom windows and reports;
- Structured (KSP): Back Office configuration and support only based on to-be-defined scope;
- System engineer / Other technical support: installation and support of the UAT and PROD environment with support from Finastra.

Fixed Price Fees

- **USD169,000.00** (inclusive of charges and taxes)

Travel Cost and Expenses

Travel cost and expenses are included as part of the Fixed Price Fees. The Services under this Schedule will be performed by the Contractor in Hanoi, Vietnam, either on site or off site, where necessary and required.

Enhancement requests

The Parties agree that, where a change/enhancement request is raised by the Client, it shall be considered by the business design authority for approval. If approved, it will be presented to the change control board for agreement and prioritization. Following this, the Parties agree that for requests needed to meet functional requirements agreed between Finastra and the Client as a specific requirement for the Client, then the Client shall bear the cost of this development effort.

Invoicing and Payment

Finastra shall pay the Contractor the Fixed Price Fees in instalments upon completion of each of the project phases as detailed in section A.3 (DELIVERABLES BY PROJECT STAGES) of **Appendix A** ("Project Phases") according to the following payment plan:

- 20% of the Fixed Price Fees shall be payable on the Schedule Effective Date;
- 5% of the Fixed Price Fees shall be payable upon the completion of the Initiate stage in accordance with the Project Phases;
- 10% of the Fixed Price Fees shall be payable upon the completion of the Define stage in accordance with the Project Phases;
- 15% of the Fixed Price Fees shall be payable upon the completion of the Build stage in accordance with the Project Phases; and
- 25% of the Fixed Price Fees shall be payable upon the completion of the Test stage; and
- 25% of the Fixed Price Fees shall be payable upon the completion of the Close stage in accordance with the Project Phases.

Invoices shall be due for payment 30 days after receipt of invoices subject to receipt of corresponding payments from the Client by Finastra pursuant to the Services Schedule No. ON131953(S)/#HK13 between Finastra and the Client.

SCHEDULE – PART 3

CLIENT PROVISIONS and PROJECT ASSUMPTIONS

All of the pricing and expenditure assumptions set out in this Schedule are based on the assumption that the following are made available by the Client in the context of the project and produced on either its own authority or by means of third-party suppliers.

Technical facilities

- a) Provision of the entire hardware, operating system and standard software, and other infrastructure, which is necessary for the operation of the overall Client solution.
- b) In addition to the Production Environment a test environment will be made ready by the Client in which the Company and its partners can work.
- c) All interfaces to third-party systems will be provided including documentation.
- d) If applicable, delivery and rendering available of the data on the third party systems for the interfacing to the System Product by the Client or third party suppliers.
- e) Adaptation of the interfaces by third party suppliers (insofar as necessary).
- f) Operating the systems.
- g) Installation of the operating and other system software.
- h) Configuration of the hardware.

Business Provisions

- a) Testing concepts, test cases, test data, and testing activities.
- b) Provision of an internal project manager.
- c) Provision of banking business and technical contacts.
- d) Premises for the project team with corresponding equipment and provision of the necessary resources.
- e) Business preparation and organization.
- f) Authorization concepts and realization.
- g) Cooperation of the concerned Client departments in any System Product implementation.
- h) Participation in the migration concepts and realization.
- i) Preparation and carrying out of Acceptance.

Software

As Required

SCHEDULE – PART 4

CHANGE CONTROL PROCEDURE ("CCP")

1. Change Requests

A change request may be raised during the term of this Schedule where either Finastra or Contractor sees the need for a change to the Schedule, the Specifications, project plan, and/or any other document describing the Services and System Product to be provided ("**Baseline Documents**"). Either Party may at any time request a change to the Baseline Documents in accordance with this CCP. Change requests must be made in writing using a Finastra prescribed change request form - as attached as **Appendix C** to this Schedule.

2. Generating the Change Request

Where the need for a change to the Baseline Documents has been identified, a change request will be generated to contain the following: -

- (a) the title of the change;
- (b) the originator and date of the request or recommendation for the change;
- (c) the reason for the change;
- (d) details of the change including (without limit) any Specification; and
- (e) proposed implementation date or revised project plan, as applicable.

3. Responding to the Change Request

In responding to a change request from Finastra or included within a change request proposed by Contractor, Contractor shall deliver to Finastra a change proposal containing:-

- (a) the price and charges, if any, of the change;
- (b) details of the impact on Services, System Product and Specification, as applicable;
- (c) details of the impact on the hardware and software environment, the location, as applicable;
- (d) a timetable for implementation; and
- (e) a schedule of payments as appropriate.

Contractor shall where reasonably practicable deliver its change proposal within ten (10) days of receipt of a Finastra change request. Finastra where reasonably practicable will respond to a change proposal from Contractor within ten (10) days of receipt thereof.

4. Finastra's Options

Upon receipt of Contractor's change proposal, Finastra may elect to either:-

- (a) Accept such proposal by counter-signing the proposal, in which case the Baseline Documents shall be amended accordingly; or
- (b) Reject the change proposal, in which case the Baseline Documents shall continue in force unchanged.

Neither Party shall be obliged to perform or be bound by any change until a written change proposal is signed by the authorised representatives of both Parties.

Products	Training					BSDD					Build					UAT					Live					Sub total per Instrument
	K+	Excel Trading	KSP	K+TP	Technical	K+	Excel Trading	KSP	K+TP	Technical	K+	Excel Trading	KSP	K+TP	Technical	K+	Excel Trading	KSP	K+TP	Technical	K+	Excel Trading	KSP	K+TP	Technical	
Spot										X			X		X				X		X	X	X	X		0
Forward										X			X		X				X							0
FXSwap										X			X		X				X							0
T&B										X			X		X				X							0
Cash-flow										X			X		X				X							0
Repo										X			X		X				X							0
Call Account										X			X		X				X							0
Paper & CD										X			X		X				X							0
Security Lending										X			X		X				X							0
FX OTC Option										X			X		X				X							0
Bond										X			X		X				X							0
IRS/CCS										X			X		X				X							0
Equities										X			X		X				X							0
Equities Options										X			X		X				X							0
Equities Swaps										X			X		X				X							0
Listed Option										X			X		X				X							0
Bond Options										X			X		X				X							0
Commodity										X			X		X				X							0
Credit Derivatives										X			X		X				X							0
Inflation										X			X		X				X							0
FRA										X			X		X				X							0
Call & Notice										X			X		X				X							0
OTC Options										X			X		X				X							0
Equities																		X								0
FX Options																		H								0
FRA																		X								0
Bond Options																		X								0
Credit Derivatives																		X								0
Commodity																		X								0
Inflation																		X								0
Unknown scope [products to be designed, pricing to be determined]												X						X								0
Custom window																										

A.2 – DELIVERABLES BY PROJECT STAGES

The project is structured in the following sequence of phases (the "Project Phases"), the activities which Finastra, the Contractor and the Client will perform and the deliverables which the Contractor will deliver within the scope of this SOW (the "Deliverables") are listed under the Project Phases in which they are associated.

Under the responsibility matrix below when Finastra, Contractor or Client are responsible for:

Executing the activity, it will be marked as "E"

Supporting the execution of service, it will be marked as "S"

Participating in an activity, it will be marked as "P"

Reviewing and accepting the Service/Deliverable, it will be marked as "A"

A brief description of each of these responsibilities can be found below:

Execute (E) – means to perform or to carry out what is required by the Project Plan. The Party assigned to E will lead and perform the work.

Support (S) - means that the Party acting as Supporter will have a secondary or subordinate role to the other Party who is the lead performer. Although it is a secondary role to the lead performer, it is nevertheless an active role. Supporter role is also when the other Party is assigned an E role.

Participate (P) – Participation is mainly used in conjunction with knowledge transfer tasks, mainly on training. In this case, the Party required to participate will be present during the activities, but not providing the training.

Review and Accept (A) – The formal examination of a Deliverable by the Party designated to perform such review. Promptly following the performance of each review, the applicable Deliverable must either be accepted or be returned to the Executing Party with a consolidated list of comments and/or observations, to allow such Executing Party to promptly clarify or address issues that the Party performing the review has with the Deliverable so that such Deliverable will be ready to be used in the next step of the Project.

Initiate stage deliverables

IIIDD	Activity Name	Activity Description	Deliverables	Deliverable Type	Finastra	Contractor	Client
VK.1001	Procure hardware and 3rd party software	Purchase recommended hardware and third-party software as per the pre-requisites provided by Finastra – as specified in the documentation of the Software	Infrastructure is ready to install Kondor as per agreed deployment design and sizing	Equipment			E
VK.1002	Conduct Project Kick-off Meeting	Formally start the project after Finastra and Client teams review and produce the	ID002 Project management Plan	Document	E	S	E

Project Management Plan (PMP) including final .mpp project plan. The PMP will cover project scope, project schedule, resource plan and governance. Finastra to setup MAPS on the training environment:

VK.I003 Setup MAPS Training Environment

ID003 MAPS Training Environment Ready

E S

Configuration

Install product components (Server, Database, Client)
load Application Model data
Deliver software licenses and user manuals

VK.I004 Deliver Finastra Software (including manuals)

ID004 Signed SW delivery acceptance note

E

S

Installation

VK.I005 Provide solution architecture document part 1 for Dev and SIT environment

ID005 - Solution architecture document part 1 for Dev and SIT environment

E

S S

Document

Gate 1: Planning Complete
Client formal approvals/ exit gates will be back to back between Client-Finastra-Contractor

- Gate 1.1. Signed Software Delivery
- Gate 1.2. MAPS Training Environment Ready
- Gate 1.3. Signed Project Management Plan (PMP)

Define stage deliverables

ID	Activity Name	Activity Description	Deliverables	Deliverable Type	Finastra	Contractor	Client
VK.D001	Conduct Familiarization Training	Workshop to allow Client to understand the Solution – system walkthrough/ include functional training/ technical and customize report tool training	DD001 Training Material for Project Team	Workshop and Document	E	S	P
VK.D002	Run Business Process Alignment (BPA) Workshop	Workshops to walk the Client through the Process Model and the Application Model and define the detailed Client specific configurations.	DD002 Business Solution Design Documents and Delta Log (of identified	Workshop and Document	E	S	S

changes)

A final set of pre-defined business processes specification, resulting from the BPA workshops, will be provided. They will form the BSDD.

Document functional requirements and specifications after BPA workshops and not covered by MAPS.

Populate data loading templates (Static / Market / Business) that are supplied by Fianstra after the Project kick-off.

Facilitate the technical deployment of the modules which are in the scope of the Services.

Client must Provide the requirements (architecture, formats, and specifications for interface APIs, Data Conversion, Reports) for Fianstra to prepare Technical Specification.

Client need to support Fianstra generate Interface specification document.

This activity will happen in a series of Change Control Board Meetings. The Change Control Board role is explained in the Project Governance section of this SOW.

Gate 2: Specifications Complete

Client formal approvals/ exit gates will be back to back between Client-Fianstra-Contractor

- Gate 2.1. Signed Training
- Gate 2.2. Signed-off BSDDs(D002, D003, D004, D007) (plus approved CRs)
- Gate 2.3. Signed Technical Specifications (D005, D006)

Build stage deliverables

VK.D003	Run Functional Non-MAPS Specifications Workshop	DD003 Functional Specifications for non-MAPS components	Workshop and Document	E	S	P
VK.D004	Provide and explain Static Data templates/ MAPS accelerators	DD004 Data Loading Templates	Document	S	S	E
VK.D005	Run Technical Specification Workshop	DD005 Technical Specification Documents	Workshop and Document	E	S	S
VK.D006	Run Interface Specification Workshop	DD006 Interface Specification Document	Document	S	E	S
VK.D007	Finalize list of approved Deltas/CRs	DD006 Final approved Delta Log /Change Requests	Document	E	S	S

ID	Activity Name	Activity Description	Deliverables	Deliverable Type	Finastra	Contractor	Client
VK.B00 1	Develop UAT Scope Document	Define the UAT scope (as expressed by the set of test scenarios and cases), process and acceptance criteria	BD001 UAT Scope Document	Document	S	S	E
VK.B00 2	Produce Test Scenarios and Cases (functional & non-functional)	Produce test cases and scenarios which form the basis of the testing and acceptance criteria.	BD002 Test scenarios and cases	Configuration	S	S	E
VK.B00 3	Define Conversion Strategy Document	Client documents the conversion strategy for the data to be migrated to the new system. Client data cleansing activities to be identified and actions assigned, if required.	BD003 Conversion Strategy Document	Document	S	S	E
VK.B00 4	Populate Migration Templates	Finastra to provide migration templates for Client to load with data (if any)	BD004 Data Migration Templates	Document	S	S	E
VK.B00 5	Configure and Tailor Solution (excl. interfaces)	Finastra to install software, configure static data and parameters and configure/ tailor the solution with the approved workarounds/ customizations for approved deltas. (1) Contractor to configure static data and parameters and configure the solution with the approved workarounds / customizations for approved deltas for Back Office (K+TP)	BD005 Configured System	Configuration	E	(1) E	S
VK.B00 6	Configure Interfaces	Configure the interfaces licensed to the Client as part of the System.	BD006 Standard Interfaces	Configuration	S	E	S
VK.B00 7	Configure Non-MAPS	Configure any items in scope not covered by MAPS, if applicable	BD007 Non-MAPS work	Configuration	E	E	S
VK.B00 8	Develop Interface	Provide consultancy to support Bank develop none standard interface.	B008 Interface develop work	Development	S	E	S

VK.B00 9	Perform Pre-UAT Test	Finastra will test the Solution based on the Business Solution Design Document. Results will be documented. The testing activity will include: Business flows Any workarounds or customizations. Interfaces licensed to the Client as part of the Solution and test non-standard interfaces if any in scope	BD009 Documented pre-UAT test results	Document	E E E S
VK.B01 0	Test Strategy plan	Contractor to perform pre-UAT for all delivery under the Contractor: K+TP and Interfaces The Testing Strategy will be developed by both the Customer and Bidder. This strategy should include, but not be limited to the following: Test Phases, including: - Objectives - Entrance Criteria - Exit Criteria Testing Organisation Structure Issue Management Process Incident Management Process Testing Communication Plan, including: - Regular Meetings - Reporting	B010	Document	E S S

Gate 3: Configuration Complete

- Client formal approvals/ exit gates will be back to back between Client-Finastra-Contractor
- Gate 3.1 Signed UAT Scope (including test cases)
 - Gate 3.2 Signed Conversion Strategy Document
 - Gate 3.3 Completed Systems Configuration

Test stage deliverables

ID	Activity Name	Activity Description	Deliverables	Deliverable Type	Finastra	Contractor	Client
VK.T00 1	Deliver Solution ready for SIT/UAT	Finastra and Contractor will deliver a solution build ready for Systems Integration Testing and User Acceptance Testing	TD001 System ready for SIT/UAT	Configuration	E	E	S
VK.T00 2	Finalize SIT/UAT plan and checklist	Client to establish final schedule and responsibilities for SIT and UAT and ensure SIT/ UAT readiness checklists are complete.	TD002SIT/ UAT Plan	Document	S	S	E
VK.T00 3	Train users for SIT/ UAT	Training is for users and IT personnel who will perform the testing. If additional training lessons are required by the Client, additional efforts will follow by change management process.	TD003 Trained Users	Workshop	E	S	E
VK.T00 4	Perform Interface Unit Testing (add multiple testing cycles as required)	Finastra (via Contractor) shall support the Client through interface testing. Both Client and Finastra will apply changes/fixes required to ensure meeting agreed exit criteria.	TD003 Issue log	Document	S	E	S
VK.T00 5	Perform System Integration (SIT) Testing (add multiple testing cycles as required)	Support the Client through the system integration testing.	TD003 Issue Log	Document	S	S	E
VK.T00 6	Apply SIT fixes/ changes	Apply changes/fixes required and retest failed scenarios to meet agreed exit criteria.	TD004 SIT Sign Off	Document	E	E	E

VK.T00 7	Perform User Acceptance Testing (UAT)	Support client testing and conduct of operational validation to ensure that the configured Solution is performing as specified.	TD003 Issue Log	Document	S	S	E
VK.T00 8	Apply UAT Fixes	Apply changes/fixes required & Retesting of failed scenarios to ensure meeting agreed exit criteria	TD003 & TD006 UAT Sign Off	Document	E	E	E
VK.T00 9	Update business procedures & processes	Client to document updated business procedures & processes	TD007 Operations Manual	Document	S		E
VK.T01 1	Set up UAT Environment	Client to prepare UAT Environment by installing final application model configuration of the Solution.	TD008 UAT Environment Ready	System	S	S	E
VK.T01 2	Perform Performance testing	Support bank to do performance testing with agreed volume user login simultaneously	T012 Issue Log & Test report	Document	S		E
VK.T01 3	Perform non-functional test (Fail over, Switch over, Synchronization)	Support Bank to do functional test (Fail over, Switch over, Synchronization)	T013 issue log & Test report	Document	S	S	E
VK.T01 4	Perform Security test	Support Bank to do security test	T013 issue log & Test report	Document	S		E
VK.T01 5	Solution Architecture document (Final version)	Solution Architecture document (Final version including DC, HA, DR)	T015 Solution Architecture document (Final version)	Document	E	S	S

- Gate 4: Testing Complete
 Client formal approvals/ exit gates will be back to back between Client-Finastra-Contractor
- Gate 4.1 Signed SIT/UAT Plan
 - Gate 4.2 Signed Testing Completion
 - Gate 4.3 Signed Mock Conversion Report

Close stage deliverables

ID	Activity Name	Activity Description	Deliverables	Deliverable Type	Finastra	Contractor	Client
VK.DE00 1	Install Final System Build and Set-up the production environment	Install Final System Build and Set-up the production environment	DED001 Production Environment	Configuration	S	S	E
VK.DE00 2	Finalize Cutover Plan, including Resources and Go-Live Checklist	Client and Finastra will build a detailed list of activities and procedures for "Go-Live"	DED002 Final Cutover Plan	Document	S	S	E
VK.DE00 3	Collate technical handover system documentation	Client and Finastra will finalise technical documentation of the network, architecture, operations procedures etc.	DED003 Technical Site Document	Document	E	E	E
VK.DE00 4	Execute Cutover Plan	The Client will execute the final production cutover plan. Finastra will provide consultancy support: assist Client in conversion during the go-live weekend and for the rollout activities.	DED004 Live System	Configuration	S	S	E
VK.DE00 5	Provide post-live support	Without prejudice to Finastra's obligations to provide Maintenance Services in accordance with the Framework Terms, Finastra will provide post Go-Live support	DE005 Issue & Risk Log	Document	E	E	E
VK.DE00 5	Regression test of final build for production	Regression test of final build for production	DED006 Regression test report	Document	S	S	E

Gate 5: Go-Live Complete

Client formal approvals/ exit gates will be back to back between Client-Finastra-Contractor

- Gate 5.1. Agreed Final Cutover Plan
- Gate 5.2. Signed Go-Live
- Gate 5.3. Completed Post Go-Live Support

Deploy stage deliverables

ID	Activity Name	Activity Description	Deliverables	Deliverable Type	Finastra	Contractor	Client
VK.C001	Handover to CS	Finastra will introduce Customer Support team to Client and handover any outstanding issues to CS.	CD001 Outstanding Issues Log and CD002 GS to CS Checklist	Document	E	S	P
VK.C002	Close Project	Finastra and Client will confirm that all deliverables have been completed and will produce a closing project report that will include a snapshot of the outstanding issue log.	CD002 Project Closure Report	Document	E	S	E
VK.C003	Complete Administrative Closure	Finastra will finalise all invoices and payments. Client will approve.	CD003 Final Invoices	Document	E	S	A
VK.C004	Update Solution Architecture document (If any change)	Update Solution Architecture document (If any change)	CD004 Final Solution Architecture Final updated	Document	E	S	S
VK.C005	Source code handover	Deliver all source codes for customizations which are to be handed over to Client's IT for future maintenance.	CD005 Source code package.	Source code	E	E	

Gate 6: Project Complete

Client formal approvals/ exit gates will be back to back between Client-Finastra-Contractor

- Gate 6.1. Completed Customer Services Handover
- Gate 6.2. Signed Project Closure Report

- Gate 6.3, Final Invoices Approved

APPENDIX C – CHANGE REQUEST FORM

Bank Name:		Project Name:		Original SOW/Contract #:	
Prepared by:		Date:		SOW Change #:	
Section I. To be Completed by Originator					
1. Change Description (summary):					
2. Change Justification:					
3. Change Type:		Requirements Interfaces	Design	Development	Documentation
4. Change Category		Enhancement	Rework	Communications	Services
5. Change Priority (Check One):		Optional	Desirable	Other (explain):	Mandatory
Section II. To be Completed by Vendor Project Manager					
1. Related Change Requests (list [s]):		2. Estimated Start Date		3. Estimated End Date:	
4. Estimated Effort (Days):		6. Change Description (Detailed):			
5. Estimated Cost:		7. Project Impact:		Scope Impact:	
		Schedule impact:		Budget impact:	
Section III. Final Approval Signatures and Funding					
Approval (Check One):		Approved	Not Approved	Defer Until :	Date:
First Client Authorized Name (Print):		Signature		Date:	
Second Client Authorized Name (Print):		Signature		Date:	
2. Vendor Authorized Name (Print):		Signature		Date:	