

SCHEDULE NO. #IZ44

Shinhan Bank (Vietnam) Ltd – Kondor+ Implementation (Reference ON149738)

This Schedule Number #IZ44 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 International Financial Systems Pte Limited, whose place of business is 5 Shenton Way, #12-01/04, UIC Building, Singapore 068808 ("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 Finastra Client, Shinhan Bank (Vietnam) Ltd.
- 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 authorized representatives executed this Schedule as at the dates below written.

SIGNED on behalf of FINASTRA and thereby duly authorized:

SIGNED on behalf of the CONTRACTOR and thereby duly authorized:

SIGNATURE

SIGNATURE

FULL NAME

Jaideep Goswami
Company Director

FULL NAME

VIKING

POSITION

20/06/2019

POSITION

DATE

Nguyễn Tuấn Dũng



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**. Contractor will provide two (2) non-standard interfaces:

1. Fusion Capital Kondor+ Deal data to Client's Core Banking System (AITHER).
 2. FX Spot, Forward, Swap position from AITHER to Kondor+:
 - Contractor will build the interface coding from Fusion Capital Kondor send the message of deal data to 1 TCP port to AITHER/ Client's Middleware.
 - Deal will be sent by sequential.
 - FX Spot, forward and swap position from AITHER:
 - Finastra will build interface by "listen" the incoming message from 1 TCP port that send from AITHER/ Middleware of deal data.
 - Bank will need prepare FX Spot, Swap and Forward Position figure (Spot for each currency pair per one deal).
- Fixed Price Fees**
- **USD 25,000.00** (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 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 upon completion of each of the project phases according to the following payment plan:

- 50% of the Fixed Price Fees shall be payable on the Schedule Effective Date; and
- 50% of the Fixed Price Fees shall be payable upon the completion of the Test Stage.

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. ON149738 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 authorized representatives of both Parties.



SCHEDULE – PART 5

APPENDIX A – SCOPE OF WORK

Section A.1 – HIGH LEVEL SCOPE OF WORK

Contractor will provide 2 non-standard interfaces:

1. Fusion Capital Kondor+ Deal data to Client's Core Banking System (AITHER).
2. FX Spot, Forward, Swap position from AITHER to Kondor+:
 - Contractor will build the interface coding from Fusion Capital Kondor send the message of deal data to 1 TCP port to AITHER / Client's Middleware.
 - Deal will be sent by sequential.
 - FX Spot, forward and swap position from AITHER:
 - Finastra will build interface by "listen" the incoming message from 1 TCP port that send from AITHER/ Middleware of deal data.
 - Bank will need prepare FX Spot, Swap and Forward Position figure (Spot for each currency pair per one deal).



APPENDIX B – CHANGE REQUEST FORM

Bank Name:		Project Name:	
Prepared by:		Date:	Original SOW/Contract #:
Section I. To be Completed by Originator		SOW Change #:	
1. Change Description (summary):			
2. Change Justification:			
3. Change Type:	Requirements	Design	Development
	Interfaces		Communications Services
4. Change Category	Enhancement	Rework	Other (explain):
5. Change Priority (Check One):	Optional	Desirable	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:		
	Schedule Impact:	Budget Impact:	Scope Impact:
Section III. Final Approval Signatures and Funding			
Approval (Check One):	Approved	Not Approved	Defer Until :
First Client Authorized Name (Print):	Signature		Date:
Second Client Authorized Name (Print):	Signature		Date:
2. Vendor Authorized Name (Print):	Signature		Date:

