
CONTRACT
No. 03/2021/VTP- ARABICA/ SOFTWARE PACKAGE FOR GAME PORTAL SYSTEM

DATED 19/04/2021

Between

VIETTEL PERU S.A.C
(the BUYER)

And

ARABICA VIET NAM TECHNOLOGY APPLICATION JOINT STOCK COMPANY
(the SELLER)



This contract No. 03/2021/VTP-ARABICA/ SOFTWARE PACKAGE FOR GAME PORTAL SYSTEM is made and entered into on the date of 19/04/2021 by and between:

VIETTEL PERU S.A.C

Address : Calle 21 No.878, San Isidro, Lima, Peru

Telephone : 0051-2260919

Represented by : NGUYEN CHI TUAN

Representative Title : Commercial Director

(Hereafter referred to as the "Buyer")

And

ARABICA VIET NAM TECHNOLOGY APPLICATION JOINT STOCK COMPANY

Address : Floor 2, number 2F, 200, Vinh Hung street, Vinh Hung ward, Hoang Mai district, Hanoi

Telephone : (+84) 868 92 95 96

Represented by : HOANG XUAN MANH

Representative Title : Director

(Hereafter referred to as the "Seller")

The Buyer and the Seller shall be referred to as a 'Party' independently and the 'Parties' collectively in this Contract.

Now therefore, the parties hereto, in consideration of the mutual covenants herein expressed, agree with each other as follows:

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1: INTERPRETATION

In this Contract:

- 1.1. Words denoting the singular shall include the plural and vice versa;
- 1.2. Headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Contract;
- 1.3. A reference to a "Law" shall include all applicable laws and regulations as well as all amendments of such Law for the time being in force and any other Law enacted in substitution and all regulations (including decrees, orders and other executive instruments



- issued by any governmental entity), proclamations, ordinances and articles of association for the time being in force under that Law and any notice, demand, order, direction, requirement or obligation under or pursuant to that Law or those regulations, proclamations, ordinances and articles of association;
- 1.4. Where the consent or approval of a Party to this Contract is required hereunder to any act, matter, or thing, such requirement shall, in the absence of any express stipulation to the contrary herein, mean the prior consent or approval (as the case may be) in writing in the reasonable discretion of such Party;
 - 1.5. When calculating a period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded and the period of time shall end on its last day at 11:59 PM. If this period has to be calculated in Working Days and if the last day of such period is not a Working Day, the period shall end on the next day which is a Working Day;
 - 1.6. The words "in particular", "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ARTICLE 2: SCOPE OF CONTRACT

- 2.1. The Buyer agrees to buy and the Seller agrees to sell the **SOFTWARE PACKAGE FOR GAME PORTAL SYSTEM** premises in accordance with the Technical Specifications specified in all related annexes of this Contract (hereinafter referred to as "Software"). The Seller shall support the Buyer with the software setup.
 - a. Delivery place: **VIETTEL PERU S.A.C**
 - b. Address: Calle 21 No.878, San Isidro – Lima – Perú.
- 2.2. The following Annexes attached hereto shall constitute integral parts of this Contract:
 - a. **Annex 01: List of software /handover documents;**
 - b. **Annex 02: List of functions;**
 - c. **Annex 03: Technical Specifications.**
- 2.3. In the event of any conflict, discrepancy and/or inconsistency between this Contract and any of the annexes attached to this Contract, the conflict, discrepancy and/or inconsistency shall be resolved by giving precedence to this Contract.

ARTICLE 3: COMMODITIES

- 3.1. All the Software shall meet all requirements stipulated in this Contract as well as other requirements stipulated by the Developer in their technical document detailed in the Invitation Letter. The Software must be of the latest version putting into commercialization up to the Contract signing date.

ARTICLE 4: SETUP SCHEDULE

- 4.1. Deadline to start the delivery: one (01) month since the Parties sign the Handover Memorandum regarding the hardware system, related equipment, connection parameters and documents stipulated in the Contract.
- 4.2. Notwithstanding, the Seller is obliged to accept any adjustment to the original schedule and shall unconditionally comply with the revised schedule. All additional costs arising from the schedule amendment will be paid by the Buyer at his own cost.



ARTICLE 5: PRICE AND TERMS OF PAYMENT

5.1. Prices

Total Contract Price: **140,000.00 USD**

(In words: One Hundred And Forty Thousand United States Dollars)

ITEM	DESCRIPTION	QTY	TOTAL COST (USD)
1	Software Package for Game Portal System	01	140,000.00
TOTAL SOFTWARE PRICE (USD)			140,000.00

United States Dollars shall be the currency of account and invoicing.

5.2. Taxes

Any Taxes applicable on the transaction contemplated under this Contract shall be borne by Viettel Peru S.A.C., however, any income tax imposed by the Government of the Republic of Perú or any Government Authority within Perú -in case if its applicable-relating to the provision of services by the Provider contemplated herein shall be borne by the Provider (Seller).

5.3. Payment terms

Contract Price: **140,000.00 USD** (In words: One Hundred And Forty Thousand United States Dollars./.)

The total Contract Price shall be paid to the Seller in two (02) instalments as below:

- **First Payment: 50,000.00 USD** (In words: Fifty Thousand United States Dollars) shall be paid within 30 business days from date of signing Preliminary Acceptance Certificate (PAC).
- **Monthly payments of 9,000 USD (10 months):**
 - The amount of **9,000.00 USD** (In words: Nine Thousand United States Dollars) shall be paid within 30 business days from the signing date of Monthly report issued by both parties confirming the good performance of the system.
 - The last month payment shall be paid within 30 business days from date of signing date of Monthly report and Final Acceptance Certificate (FAC) signed by the legal representative of both parties.

5.4. Banking Information

Name of Beneficiary : ARABICA VIET NAM TECHNOLOGY
APPLICATION JOINT STOCK COMPANY

Address : Floor 2, Number 2F, 200, Vinh Hung Street, Vinh Hung Ward, Hoang Mai District, Hanoi



Name of Beneficiary's Bank : Vietnam Technological And Commercial Joint Stock Bank – Thang Long Branch
Account No. (USD) : 19134129990020
SWIFT Code : VTCBVNVX

ARTICLE 6: DELIVERY

- 6.1. The Seller shall complete the Software for the Buyer in one (1) year after signing the Contract. The Seller shall send the Software in a physical device (CD or others) as evidence of the finalization of the Software and shall also inform to the Buyer by email.
- 6.2. The Seller shall send the following shipping documents:
Airway Bill showing the consignee as VIETTEL PERU S.A.C., Address: Calle 21 N° 878, San Isidro, Lima – Peru; Tel: +511 2260919; Mr. Roberto Moron at his mobile phone: +51 985 588 116; Email: roberto.moron@bitel.com.pe and Javier Otoya at his mobile ; +51 942 663 210; Email: javier.otoya@bitel.com.pe
- 6.3. Contact information for delivery schedule of the device: Mr. Roberto Moron, at his mobile phone: +51 985 588 116; Email: roberto.moron@bitel.com.pe.
- 6.4. Goods information: for the purpose of importation by the Buyer with the correct information regarding brand name, model, country of origin, use or purpose and photo for Customs Declaration.

ARTICLE 7^[DL1]: TESTING AND ACCEPTANCE^[DL2]

7.1. Hand Over Certificate (HOC)

Within seven (07) business days from receipt of a notice from the Buyer informing that the hardware has been ready for the implementation, the Seller will assign experts/qualified technicians to support the software setup.

If the authorized technician and related personnel of the Buyer could access the software after the installation, both Parties shall sign a Handover Certificate within five (05) business days after successful completion of testing.

7.2. Preliminary Acceptance Certificate (PAC)

Within two months from the date of signing the contract, the seller will complete the software installation, both Parties will test all the functionalities/features of the Software in accordance with Annex 2 – List of system functions of the Contract. If the results of test running certify that the Software and the entire system are compliant with the Contract, technicians of both Parties will sign the Preliminary Acceptance Tests.

If the results of test running certify that the equipment and the entire system are compliant with the Contract, both Parties shall sign a Preliminary Acceptance Certificate after successful completion of testing.

In case the results of the acceptance tests do not comply with the requirements of the Buyer, the PAC will not be issued. The Buyer will communicate its observations, granting the Seller a final deadline of fifteen (15) calendar days for its correction.



7.3. Final Acceptance Certificate for second stage (FAC)

After the public run, the seller will deploy the next 10 games per month to the running system, both Parties will sign Monthly report and Final Acceptance Certificates for these 10 games every month. The total number of games to be provided is 100 games within 10 months and all games (100) are lightly customizable (Example: add logos, change language, etc.). All games built on the game portal owned by Bitel.

ARTICLE 8: WARRANTY AND TECHNICAL SUPPORT

8.1. Warranty

The Seller commits to warrant the quality of the system and Software within twelve (12) months from the signing date of the Final Acceptance Certificate (FAC).

The warranty includes fixing the system(s) developed by the Seller. The Seller will take no responsibility for malfunctions caused by other program's bugs, system software, OS software, network software and other reasons related to environments, operation, data or hardware defects.

8.2. Technical support

The Seller commits to supply free-of-charge technical support, amendments arising from the changes in business models or methods during warranty period provided that these amendments will not adjust the structure or system implementation site.

ARTICLE 9: FORCE MAJEURE

9.1. All events or circumstances which are beyond the reasonable control of Buyer and/or Seller (the "Affected Party"), such as war, revolution, insurrection, hostilities, rebellion, riot, civil commotion, earthquake, flood or other natural disaster, fire, explosion, epidemic, strike, (other than those solely affecting the Affected Party) lockout or other industrial disturbance, blockade, congestion of harbors, delays in customs clearance (other than those delays caused by the Affected Party), etc. shall be considered as cases of Force Majeure.

9.2. In case of Force Majeure, the parties shall, within twenty (20) business days from the date of occurrence/ending of the cause, advise each other of the nature thereof. In this case, the time stipulated for the performance of the obligations should be extended as agreed by both parties. Notwithstanding the foregoing, neither party shall be excused by reason of Force Majeure from any obligation to pay money/deliver products when due hereunder. Should Force Majeure lasts for more than one (01) month, the terms and conditions of the Contract shall be reasonably reviewed and amicably agreed by both parties.

ARTICLE 10: COPYRIGHT

10.1. If a third party rightfully raises claims due to infringement of intellectual property right effective in Peru and/or other contract by the Equipment, the Seller shall at its option and costs, and excluding further liability, either get a license from the third party or



- modify the infringing parts or substitute these parts for non-infringing parts or take back the Equipment concerned against the reimbursement of the respective costs and charges.
- 10.2. The Buyer shall inform the Seller within five (05) business days if a third party raises a claim whether directly or indirectly against the Seller alleging infringement of intellectual property right effective in Peru. In accordance with any reasonable request from the Seller, and to the extent so requested, the Buyer shall support the Seller's defense of any such third party claims, and the Seller shall fully reimburse the Buyer for reasonable expenses arising there from. The Seller shall compensate the Buyer for losses due to any such infringement of intellectual property right effective in Peru.
- 10.3. The seller will transfer the intellectual property rights to VIETTEL.

ARTICLE 11: CANCELLATION OF CONTRACT

- 11.1. The Contract may be cancelled in following cases:
- a. As mutually agreed by both parties before Contract come into force.
 - b. Either Party commits a breach of any material obligation under this Contract and in the case of a remediable breach, fails to remedy such breach after receiving ten (10) business days written notice to do so from the other Party;
 - c. Either Party is liquidated, dissolved, in bankruptcy or applies for bankruptcy, or its operation is suspended;
 - d. Other circumstances as stipulated in this Contract.
- 11.2. In the event of cancellation or termination of this Contract due to the default of a Party (the "Defaulting Party"), the Defaulting Party shall pay the other Party a penalty of five percent (5%) of the total value of the Contract. And the Seller shall refund all amounts that the Buyer has paid to the Seller.

ARTICLE 12: LAW GOVERNING AND DISPUTE RESOLUTION

- 12.1. The Law applied for the Contract shall be the laws of Peru.
- 12.2. Any dispute or discrepancies in connection with this Contract which cannot be settled amicably between the Parties shall be settled by the Courts of District of Lima, Peru.

ARTICLE 13: CONFIDENTIALITY

- 13.1. Both Parties shall treat as confidential all information relating to this Contract including but not limited to purposes, contents, specifications, drawings, blue prints, nomenclatures, software, models, unless prior written consent to divulge the same has been obtained and such divulgation is useful for implementation of the Contract. This shall not apply to information that has rightfully become public knowledge and to the record of supply of the Seller which serves the Seller to promote its sales activities world-wide.

ARTICLE 14: GENERAL CONDITIONS

- 14.1. This Contract shall come into effect from the signing date of the Contract.
- 14.2. All alterations and amendments to this contract will be valid only after confirmation in



written text by both Parties.

14.3. In the event any one or more of the provisions of this Contract is held to be void or unenforceable or illegal under the applicable law, such void or unenforceability or illegality shall not affect any other provision of this Contract.

14.4. No delay on the part of either Party in exercising any of its right hereunder or failure to exercise the same, nor the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which is expressly given. None of the terms, conditions or provisions of this Contract shall be held to have been changed, waived, varied, modified or altered by any act or knowledge of either party, their respective agents, servants or employees.

14.5. If there is any discrepancy exists between this Contract and the following documents, the provisions of this Contract and the following documents shall prevail in the following priority:

- a. This Contract;
- b. The Annexes of this Contract.

This Contract, which constitutes fourteen (14) articles and three (03) annexes, has been made in four (04) originals of the same legal value. The Buyer will keep two(02) original and the Seller will keep two (02) original.

**FOR AND ON BEHALF OF
THE BUYER**


NGUYEN CHI TUAN



**FOR AND ON BEHALF OF
THE SELLER**




GIÁM ĐỐC
Hoàng Xuân Mạnh

ANNEX 1: LIST OF SOFTWARE /HANDOVER DOCUMENT

(In Attachment to the Contract No. 03/2021/VTP- ARABICA/ SOFTWARE PACKAGE
FOR GAME PORTAL SYSTEM)

1. List of handover software systems

No	SYSTEM	QUANTITY
01	Software Package for GAME PORTAL System	01

2. List of handover documents

The training and system technology transfer materials are listed below:

No	DOCUMENT NAME	QUANTITY (SET)
01	Installation profile Document	01
02	Configuration guideline Document	01
03	Operation and Exploitation guideline Document	01



ANNEX 2: LIST OF FUNCTIONS

(In attachment to the Contract No. 03/2021/VTP- ARABICA/ SOFTWARE PACKAGE FOR GAME PORTAL SYSTEM)

1. List of functions

INDEX	APPLICATION	DETAIL
1	Build a portal that fully supports desktop, responsive and web view (will be integrated to an App) with 50 games to run at the first stage, in which 10 games are fully customizable according to Buyer requirements and the other 40 are lightly customizable (Example: add logos, change language, etc.)	GAME PORTAL
2	Integrating with Buyer core (Esport Portal, Billing system, Gift shop, system for rewards, promotion Data, voice, balance...) Integration with DB of Mi Bitel, Store all Coins of Clients.	GAME PORTAL
3	Build CMS to manage all aspects of the portal, add/delete games, determine the logic of ticket system for points inside the game, manage daily rewards for users, manage suscription and in general all aspects of the portal.	GAME PORTAL
4	Build subscription management, create multiple types of subscription (daily, weekly & monthly): <ul style="list-style-type: none">- Free version / Not registered (Any customer can play x quantity of games in a day with a determine set of lives to play games, free version will not accumulate coins)- Free version / Registered (customer can play x quantity of games in a day with a determined set of lives to play games, in this case free version will accumulate coins but in a lesser amount that the premium version)- Subscription Premium Version (flexibility to determine the functions of the free and premium version, can also have more than 1 type of premium subscription, ie: free, light, premium).	GAME PORTAL



5	Build 10 games per month (in 10 months) to run at the second stage, in which games customize according to Buyer requirements. All games (100) are lightly customizable (Example: add logos, change language, etc.)	GAME PORTAL
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ANNEX 3: TECHNICAL SPECIFICATIONS

(In attachment to the Contract No. 03/2021/VTP- ARABICA/ SOFTWARE PACKAGE
FOR GAME PORTAL SYSTEM)

#	SPECIFICATIONS	DETAIL
1	Support to run in active-active mode, multi node at the same time	System has to support load balance and backup (when 1 node down, transaction will moved to other node)
2	Response time of all function must be less than 5s	Duration from user send request to time to receive less than 5s
3	All error message must include error code and List of error code must be declared	When on transaction fail, error message must be showed with error code
4	All exception, errors of system have to be stored into database	When system has error, exception with connection, interaction, internal. System can send alert to configured number
5	Ensure security for Webservice, system has to authenticate client by User/pass, IP	System validate user, password and client IP when receive request
6	All transaction (success and fail) has to be stored into database	All transaction received from client has to be stored in Database even system has error of processing
7	System has no SQL Injection error	All SQL injection error have to be fixed
8	Exceptions don't show in any user interface	When system has exception, system will redirect to error page with support information, don't show content of exception.
9	User are not allowed to access functions that they don't have permission	User cannot access any functions even when they know about link/action

