

2016 VIETNAM MERCER TOTAL REMUNERATION SURVEY MEMBERSHIP TERMS AND CONDITIONS

CONFIDENTIALITY OF CLIENT INFORMATION

In the course of providing services to clients, Mercer and Talentnet may be exposed to confidential and proprietary information concerning clients' businesses and their employees ("Confidential Information"). Mercer and Talentnet will respect the confidential nature of all non-public Confidential Information and will not disclose it to any third parties except as required to process, complete or administer the service or coverage for which the data was obtained, or as otherwise authorized by the client or applicable law. If Mercer or Talentnet is required by law to disclose any Confidential Information, Mercer or Talentnet will, to the extent practicable, notify the client of the disclosure request.

Mercer and Talentnet ensure all data collected for Mercer 2016 Survey(s) will be deemed confidential. Mercer reserves the right to use the data provided by survey participants to build normative database and other information products. The data will be incorporated into Mercer's database and utilized to produce aggregate statistics and analyses for various reports, including custom analyses. Mercer will maintain the highest levels of data security and ensure confidentiality of all data submitted. Your organization's name may appear in a list of participating organizations for these reports.

TERMS

1. To contribute all the required information to Vietnam - Mercer 2016 Survey(s), including the timely submission of your company's compensation and benefits data for the survey(s).
2. Responsibility for Accuracy and Completeness of Client Information:

The accuracy and usefulness of Mercer's advice depends in large measure on the data clients supply. In agreeing to engage Mercer to provide services, the Client agrees to provide accurate and complete data relating to the services. Mercer will use all information and data supplied by the Client without having independently verified the same, except as may be required by prevailing industry standards or practice. Mercer and Talentnet assume no responsibility for the accuracy or completeness of such information or data, except to the extent that Mercer or Talentnet has engaged in gross negligence with respect to the handling of such information.

OWNERSHIP OF MERCER INTELLECTUAL CAPITAL

The value of Mercer's services to its clients is supported by the specialized knowledge and experience developed in consulting work for our clients. Mercer therefore retains all rights in the intellectual capital developed and possessed by Mercer prior to or acquired by Mercer during the performance of any consulting services. Such intellectual property will not be deemed "works made for hire" and Mercer will not be restricted in any way with respect to its use. For purposes of this section, Mercer's intellectual capital is understood to include, without limitation, its methodologies, ideas, know how, models, tools, skills, knowledge and experience, and any graphic representations of any of these.

USE OF MERCER REPORTS AND RECOMMENDATIONS

Reports and advice furnished by Mercer to Talentnet's clients are designed and intended solely for the client's internal use. Therefore, except for the Client's directors, officers, employees and advisors who have a need to know, in agreeing to engage Mercer to provide services, Client agrees that Mercer's reports, analysis and other materials will not be furnished in whole or in part to any other person without Mercer's prior written consent. Client also agrees not to refer to Mercer or Talentnet or attribute any information to Mercer or Talentnet in the press, for advertising or promotional purposes, or for the purpose of informing or influencing any other party, including the investment community, without Mercer's prior written consent.

LIABILITY, INDEMNIFICATION AND DISPUTE RESOLUTION

In agreeing to work for clients, Mercer and Talentnet understand that clients may seek to be compensated for damages resulting from Mercer's reports, advice and other services. However, Mercer's fees do not contemplate becoming involved in legal proceedings which would expose Mercer or Talentnet to open-ended liability. Therefore, in agreeing to engage Mercer to provide Services (with the assistance of Talentnet), Client agrees that Mercer or Talentnet will not be liable to Client for any claim or claims which individually or in the aggregate exceed the aggregate professional fees paid to Mercer for the services. In addition, Client and Mercer agree that neither one of us will be liable to the other in connection with the services or any matter relating to the services for any indirect, special, punitive, consequential or incidental damages, including loss of profits.

The fees for the services also do not contemplate Mercer's or Talentnet's uncompensated involvement, through document production or testimony, in a legal dispute brought against a client by a third party. Accordingly, Client agrees to indemnify Mercer and Talentnet and its directors, officers, stockholders and employees (collectively, "Indemnified Persons"), from and against all claims, liabilities, losses, damages, costs and expenses as incurred (including reasonable legal fees and costs), and to pay Mercer's or Talentnet's (as the case may be) standard rates for professional time spent (including for preparing, defending or giving testimony or furnishing documents), in connection with actual or threatened actions, proceedings or investigations, whether or not Mercer or Talentnet is a party (collectively "Losses"), relating to or arising out of the services or any matter relating to the services. However, Client will not be liable under this indemnity to the extent any Losses are finally determined to have resulted primarily from the gross negligence, willful misconduct or bad faith of any Indemnified Person in connection with the performance of the Services.

If any dispute between the Client and Mercer or Talentnet arises out of any matter governed by this agreement, each of us will first attempt in good faith to reach a settlement through negotiation by our appointed representatives. If the dispute is not resolved within 60 days of the first meeting between our representatives, or no such meeting is held within 60 days of one of us notifying the other in writing of the existence of a dispute, we will attempt to settle the dispute with the aid of an impartial mediator. If mediation is not commenced or the dispute is not resolved within 60 days after the date as of which the dispute is subject to mediation as set forth above, then either of us can commence any action, suit or proceeding with respect to such dispute.

GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of Vietnam.

TALENTNET CORPORATION ("TALENTNET")

The Client consents and agrees to Mercer using Talentnet to collect survey data and to assist Mercer with certain aspects of the compilation of the surveys and the processing of data. The Client acknowledges that it is contracting with Mercer in respect of the provision of the surveys.