

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“**MOU**”) is signed on 21 June 2021 (“**Effective Date**”) by and between:

**C.I.T Sole Co.,Ltd** (*Hereinafter referred to as “C.I.T”*)

Address : Houayhong Village, Chanthabouli District, Vientiane, Laos.

Phone : 02055556905, 02058189995, 02058189996.

Represented by : Mr Chanthavilay BOUNTHALA.

Position : Director and Founder.

*And*

**VNPT-I INTERNATIONAL** (*Hereinafter referred to as “VNPT-I-I”*)

Address : 97 Nguyen Chi Thanh Str., Dong Da Dist., Hanoi, Vietnam

Phone : +84 (4) 3841-0034

Represented by : Mr. Lam Quoc Cuong

Position : Director of VNPT International

*(C.I.T and VNPT-I shall be hereinafter separately referred to as a “Party” and collectively as the “Parties”)*

Whereas,

- Schools and educational institutes in Laos are in needs of finding a solution to improve quality of administrative management in schools as well as quality of communication between schools and students' families, and to overcome problem of students not being able to go to school due to Covid epidemic.
- VNPT-I is an ICT solution provider, offering vnEdu solution which is capable of fulfilling the mentioned needs.
- C.I.T is an ICT solution retailer, already has had strong distribution channels and sales teams.
- Both Parties would like to form a cooperation to provide vnEdu solution in Laos.

Therefore, both Parties agreed on these following terms and conditions:

## ARTICLE 1. SCOPE OF COOPERATION

VNPT-I will develop and operate a vnEdu system which corresponds to business plan of CIT. The vnEdu shall be in English, Laos language and contain following features:

- School management: helps schools digitize their data, hence, reduce manual work, save time and costs as well as improve work accuracy and efficiency.
- E-Communication notebooks: helps students' parents regularly update their children's learning progress and be notified immediately if there is any related problems.
- E-Learning: supports students to access study materials via online method, allows students to self-study, take exams remotely even when they cannot go to schools.

CIT will sell vnEdu service to schools and request VNPT-I to provide vnEdu accounts based on number of users ordered by schools and according to the bussiness plan:

Description	2021	2022	2023	2024	2025
Total students nationwide	1,379,721	1,379,584	1,390,772	1,408,754	1,433,107
VnEdu penetration rate	12%	24%	36%	48%	60%
Total number of VnEdu customers nationwide	165,567	331,100	500,678	676,202	859,864

## ARTICLE 2. RESPONSIBILITIES OF C.I.T

- Promote vnEdu with schools' principals to get agreements of vnEdu provision for students in those schools.
- Collect vnEdu payments from schools and pay fees to VNPT-I according to number of registered users.
- Provide VNPT-I with customer information required for vnEdu account creation.
- Be responsible for legality of vnEdu service provision in Laos.
- Be responsible for any costs incurred in scope of C.I.T's responsibilities under this MOU.

### **ARTICLE 3. RESPONSIBILITIES OF VNPT-I**

- Install vnEdu system on Cloud of VNPT-I and ensure infrastructure required for vnEdu installation meets CIT's business plan.
- Manage and operate vnEdu system.
- Provide vnEdu accounts according to number of users requested by CIT.
- Guide CIT to use vnEdu accounts (including teacher accounts, student accounts and parent accounts) through online training sessions and user manuals.
- Be responsible for any costs incurred in scope of VNPT-I's responsibilities under this MOU.

### **ARTICLE 4. CONFIDENTIALITY**

- 4.1** Both Parties agree to keep the content of this MOU and any information disclosed by the other Party relating to such Party's business and/or connecting with this MOU strictly confidential and not to disclose any of each Party's information to any third party whatsoever or to use any of each Party's information for any purpose whatsoever other than in connection with this MOU.
- 4.2** The Parties shall keep secret all confidential information of the other Parties during the term of this MOU as well as five (5) consecutive years after the expiry of the term of this MOU.
- 4.3** Each Party shall retain all rights, titles and interests to its own information.

### **ARTICLE 5. EFFECTIVENESS AND TERMINATION**

- 5.1** This MOU shall come into effect on the Effective Date and shall continue its effectiveness for a period of one (1) year after Effective Date.
- 5.2** This MOU may be early terminated:
- i. By any Party with three (3) months' notice period starting as of delivery of the written notice to the other Party;
  - ii. Immediately after delivery of a notice of termination to the other Party in case of breach of its obligations as defined in Article 4 of this MOU.
- 5.3** Notwithstanding expiration or termination of this MOU, the rights and obligations of the Parties under Article 4 shall remain effective after the said expiration or termination for a period of 5 consecutive years from the date of expiration hereof.

### **ARTICLE 6. GENERAL PROVISIONS**

- 6.1** Any amendments or additions to this MOU shall be effective only upon written



agreement signed by both Parties. Neither Party shall assign the whole or any part of its rights or obligations under this MOU without the prior written consent of the other Parties.

- 6.2** Both Parties commit to exchange, transfer, or sign any documents and information as well as conduct all activities, make all necessary decisions to perform the MOU.
- 6.3** The Parties do not intend to create legal relations by signing this MOU. Both Parties agree that this MOU does not create any final and binding agreements and shall not be viewed as a binding commitment or obligations or any kind by either Party rather represents principles of terms and conditions under which the Parties may cooperate, except for obligations of the respective Party set forth in Article 4, Article 5 hereof. The final binding agreement(s) between the Parties shall be concluded separately from this MOU and shall be subject to approval by relevant internal bodies of each Party a condition precedent. Their intention is to identify and facilitate opportunities for cooperation and collaboration. This MOU does not represent any commitment with regard to funding on the part of the Parties. Furthermore, this MOU shall not represent any commitment on the part of any Party to give preferred treatment to another in any matter.
- 6.4** No provision of this MOU shall be constructed to interfere in anyway with the independent decision-making autonomy of the Parties with regard to their respective affairs and operations.
- 6.5** Signed by duly authorized representatives to the Parties in two copies.

**VNPT INTERNATIONAL**

**C.I.T SOLE CO.,LTD**



**ຈັນທະວິໄລ ບຸນທະລາ**

**Name: Lam Quoc Cuong**

**Name: Mr Chanthavilay BOUNTHALA**

**Title: Director of VNPT-I**

**Title: Director of C.I.T**