



**S&S Auditing and Consulting Co.,Ltd.**  
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**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence – Freedom – Happiness**  
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**Contract No: C-SB-22S-1201-01**

**CONTRACT FOR PROVIDING BUSINESS MANAGEMENT SOFTWARE  
AND PROFESSIONAL SERVICES**

- Pursuant to the Civil law No. 91/2015/QH13 dated 24/11/2015;
- Pursuant to the Commercial law No.36/2005/QH11 dated 14/6/2005;
- Pursuant to the requirement of Party A.

On this day, 12 January, 2022,

We, the undersigned, commit ourselves to the following terms and conditions:

**1. Party A (The Client): LONG AN GWENV COMPANY LIMITED**

Address: Lot A25-1, Lot A25-2 and Lot A26, Ngang 1 Street, Phu An I.P,  
An Thanh Commune, Ben Luc District, Long An Province, Viet  
Nam  
Tax code: 1101831482  
Represented by: **Mr. GU GYEUNGBON**  
Position: General Director

**2. Party B (S & S): S&S AUDITING AND CONSULTING CO., LTD**

Address: 41 Nguyen Thi Minh Khai St, Ben Nghe Ward, District 1, Ho Chi  
Minh City, Viet Nam  
Tel: +84 28 3.9104 996/97  
Fax: +84 28 3.9104 998  
Account in USD: 750-900-061-410 (USD)  
750-500-045-231 (VND)  
At: Shin Han Vietnam Bank, Ho Chi Minh City  
Tax Code: 0302846529  
Represented by: **Mr. SAM HAN LEE**  
Position: General Director

**Article 1: Object of the Contract**

- 1.1. Party B shall install Human Resource Smartbook in English – Vietnamese versions and provide software support for Party A, in order to customize the application of Smartbook's available features to Party A.

**Article 2: Timing schedule**

- 2.1. The project is carried out after the signing date of this contract. The time schedule for each part of the project will be agreed by both parties.

**Article 3: Value of the contract**

	Software/ services name	Amount (VND)
<b>A</b>	<b><i>Smartbooks Human Resource Software</i></b>	<b>113,750,000</b>
<b>1.1</b>	Employee Information Module	
<b>1.2</b>	Timekeeping Module	
	1.2.1. Connect to the employee attendance tracking machine	
	1.2.2 Check the company's rotation, and timekeeping rule	
<b>1.3</b>	Payroll Module	
<b>B</b>	<b>SERVICES</b>	<b>Free of charge</b>
<b>2.1</b>	Installing Software	
<b>2.2</b>	Implementation consulting	
<b>2.3</b>	Trainings	
<b>2.4</b>	User Acceptance Testing (UAT)	
<b>2.5</b>	Travelling	
<b>2.6</b>	12-month maintenance service after signing the certification of service completion	
	<b>A+B</b>	<b>113,750,000</b>
	<b>DISCOUNT</b>	<b>34,125,000</b>
	<b>VAT(%)</b>	<b>-</b>
	<b>TOTAL OF PAYMENT</b>	<b>79,625,000</b>
The maintenance fee for HR software shall be paid after expiration the 12-month free maintenance from the date of signing the certification of service completion. After 12 months, the maintenance fee for Human Resource Software is <b>VND 10,237,500 / year.</b>		

**Article 4: Payment**

- 4.1. Party A shall pay Party B by transfer. Payments shall be made as follows:
- a. **First instalment:** 50% of the value of the Contract of signing the contract before installing the software;

- b. **Second instalment:** 50% of the value of the Contract of signing the certification of service completion.

## **Article 5: Liability of Party A**

### 5.1. As for the management:

- a. Determine the suitability of the Product for the needs of its enterprise; review and approve features, forms and report forms provided by Smartbook.
- b. Provide all trainees with all information about the fulfilment of the Contract; ensure material and human resources for fulfilling the Contract according to the agreed schedule.
- c. Assign a financial manager to work with Party B's consultants for the fulfilment of the Contract. In case Party A appoints anyone else to this post, Party A shall promptly let Party B know this substitute to maintain contact.
- d. Supervise and speed up the progress of the project; solve any problem that may affect the fulfilment of the Contract.
- e. Solve any potential problem during the implementation of the project, focusing on active discussion and mutual understanding, regarding the success of the project as a target common to both parties.
- f. Encourage all trainees' close cooperation and eagerness to learn, with a view to making the most of the Product.
- g. Make sure all its Smartbook users have been trained by Party B or by its key personnel.
- h. Sign the report on software installation and the acceptance certificate if the Product meets all the requirements specified in the Contract.
- i. Make payments as required by the Contract.
- j. Should any delay arise from a change in Party A's personnel, Party A shall bear the costs of that delay and notify Party B of its solutions.

### 5.2. As for trainees:

- a. Inform Party B about the requirements for Party A's financial management so as to help build an appropriate chart of accounts and master files.
- b. Ensure readiness, timeliness and accuracy for data to be input (Master Files, Opening balance, Current data).
- c. Attend all training sessions with a sense of close cooperation and an eagerness to learn so as to make the most of the Product.
- d. Comply with the schedule specified in Appendix B and with modifications (if any) agreed between the two parties.

**Article 6: Liability of Party B**

- 6.1. Provide all trainees with all information about the fulfilment of the Contract; ensure material and human resources for fulfilling the Contract according to the agreed schedule.
- 6.2. Make sure its consultants are fully qualified to identify the requirements for Party A's financial management and to help Party A make the most of the Product.
- 6.3. Make sure its consultants have good communication skills to provide trainees with a good knowledge of the Product and of the right of software use.
- 6.4. Provide services like software installation, software support, maintenance, training as specified in Articles 1, 2 and 7 of the Contract.
- 6.5. Solve software problems within the framework of the Contract, by making the most of its experience in accounting, finance, business software, system administration, information technology.
- 6.6. Project management: Prepare the detailed schedule and work with Party A to reach an agreement about that schedule; ensure the quality and the delivery of the Product as required by the milestones of the Contract.
- 6.7. Liability of Party B is limited to features provided by Smartbook and the interface with Party B's ERP.

**Article 7: Warranty & Maintenance**

- 7.1. The technical aspect of the software is maintained within 12 months for free. This maintenance period is started from the signed date of the certification of agreement; After 12 months, the maintenance fee will be applied. The maintenance fee shall be **VND 10,237,500 / year**.
- 7.2. The maintenance scope is mistake incurred on the software provided by Party B only. It is excluded the effect of other operating system, server, data, hardware and other programs;
- 7.3. The maintenance service will be started within 24 hours (working hour) after receiving client's requirement by written documents and Party B's assessment.
- 7.4. Offer Smartbook technical support by phone, email, desktop remote or on site.
- 7.5. As for computers and servers with Smartbook, Party B shall take no responsibility for any hardware device, computer network, operating system or software application that is not provided by Party B.
- 7.6. In case there are additional requirements from Party A, the two parties shall sign appendices to the Contract.
- 7.7. Should any problem arise from the misuse by Party A, Party B shall offer technical support to recover the program or data. Service fees shall be based on the latest tariff and the working time of Party B.

**Article 8: Copyright**

- 8.1. The copyright of the software is transferred to Party A based on the scope of this project;
- 8.2. Party B is responsible on the copyright of this software only (SmartBooks).

**Article 9: Termination of the Contract**

- 9.1. Party A shall cancel the Contract if Party B fails to deliver the Product and provide software support and maintenance as specified in the Contract. Party A shall not pay any service fee.
- 9.2. Party B shall cancel the Contract if there is any delay as a result of Party A's failure to fulfill all its commitments.
- 9.3. Upon the termination of the Contract, the two parties shall make all necessary arrangements to terminate support services from Party B. Offending party will compensate the other party the direct loss caused by the contract cancel of one of the 2 parties.
- 9.4. Upon the termination of the Contract, Party B shall uninstall Smartbook from Party A's system. Provided support services and prepayments remain irrecoverable if the termination of the Contract caused by mistake of Party A. If the termination of the Contract caused by mistake of Party B, Party B will refund Party A's payment after calculating to deduct fees such as service, consultant fees... Party B shall refund service fee to Party A.

**Article 10: Representation**

Each of the Parties represents and warrants to and undertakes with the other as follows:

- a. It is a valid existing corporation legally incorporated, has full power to carry on its business as it is being conducted and to enter into and perform its obligations under this Contract, and has complied with all material statutory and other requirements related to the business carried out by it; and
- b. It has full legal right, authority and power to enter into and bind itself under this Contract.

**Article 11: Notices**

Any notice, consent, authorisation, communication, cancellation or approval required to be given under this Contract shall be effected by:

- a. Depositing it in writing in the registered mail with return receipt – requested, addressed to the Party to be notified;
- b. Transmitting it by fax addressed to the Party to be notified, and confirmed by letter, at the address of such Party set out in this Contract or at such other address as may subsequently be designated by such Party in writing; or
- c. Delivering it by hand to an officer or Director of the Party to be notified, who shall acknowledge such receipt in writing.

**Article 12: Effectiveness of provisions**

Each clause or term of this Contract constitutes a separate and independent provision. If any of provisions of the Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

**Article 13: Force majeure**

Neither Party shall be in breach of the contractual obligations nor shall either Party incur any liability to the other if either Party is unable to comply with this Contract as a result of any cause beyond its reasonable control. In the event of any such occurrence affecting either Party, that Party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the Contract on notice taking effect immediately on delivery.

**Article 14: Governing law and jurisdiction**

This Contract is made in accordance with and is subject to the laws of Vietnam. Any disputes, controversy or differences that may arise between the Parties in connection with this Contract or any breach thereof shall be settled amicably between the Parties, but, if this fails, the dispute shall in the first instance be referred to the Vietnam International Arbitration Centre for settlement, whose award shall be final and binding upon the Parties. The Party against whom judgment is made shall bear all costs of the arbitration fee.

**Article 15: Entirety and amendment**

This Contract forms the entire agreement and understanding between the Parties with respect to its subject matter. Any variation to the terms of this Contract shall be made in writing and will not be effective unless signed by a duly authorized representative of the respective Parties.

**Article 16: Execution**

This contract is made into 4 original sets (2 in English, and 2 in Vietnamese). Each Party will keep 2 original sets (1 in English, and 1 in Vietnamese). If there is any difference between the English, and Vietnamese version of this Contract, the Contract will be understood as the Vietnamese version of the Contract.

**For and on behalf of Party A**

**For and on behalf of Party B**

**Mr. GU GYEUNGBON**

**Mr. LEE SAM HAN**

**General Director**

**General Director**

