



TRUNG TÂM TRIỂN KHAI VÀ PHÁT TRIỂN THƯƠNG MẠI ĐIỆN TỬ VIỆT NAM

IE SOCIALIST REPUBLIC OF VIETNAM
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ADVERTISING'S CONTRACT ON INTERNET

No.:

Upon Commercial law of The Socialist Republic of Vietnam
Upon consideration ofrequirements and Internet Service provision ability of the
HA THANH TRADING Company.

Today,, 20.....:

Party A:

Representative:
Title:
Address:
Tel: Fax:
Account's number:
Bank's address:
Tax code:

Party B: HA THANH TRADING COMPANY.

Representative: Mr. **VUONG QUANG DANG**
Title: Vice Director
Address: 1073/48, Cach Mang Thang Tam Str., Ward 7, Tan Binh Dict., Ho Chi Minh
Tel: 08.2680690 – 2461311 - 2461312 Fax: 08.9701461
Account's number: 00710033200
Bank's address: Vietcombank
Tax code: 0304096399

Agree with the following terms and conditions:

ARTICLE 1: SERVICE

ADVERTISING FOR						
LOCATION	DIMENSION	TIMING (EXPECTATION)	Quantity	Q'TY OF BANNER / LOGO FREE	CONTENT	AMOUNT (VND)
TOTAL						
Discount						
VAT 10%						
GRAND TOTAL						

ARTICLE 2: PAYMENT TERM

- Party A shall pay Party B 100% of the total charge of this contract before upload banner on the website.
- Party B will issue financial invoice for Party A.
- In case Party A can not settle the payment on the due date, Party A shall have to pay 0.08% per day overdue.
- Payment method: money transfer to account No.: 0071003320081 of Ha Thanh Trading Company, at Vietcombank, branch No5, Ho Chi Minh. This method is unique and do not change during performing the contract.

ARTICLE 3: PARTY A RESPONSIBILITES

- Provide Party B design of banner and advertising content to Party B within 04 (four) days before the advertising date.
- Do not disturb national security and affect tradition and customs or do illegal business.
- Party A take responsibility of sending banners into the website.

- 3.4 If Party A do not have any claim (by document) within maximum 05 days since banner(s) was sent, then it is considered that 2 Parties has checked and took over the contract.
- 3.5 Be liable for the correctness, the copyright of the information published.
- 3.6 Comply with the laws on copyright and industrial ownership.
- 3.7 Comply with the State's regulations on using internet service and the terms and conditions stipulated in this contract.

ARTICLE 4: PARTY B RESPONSIBILITES

- 4.1 Complete put the banner of Party A on the internet on the date of advertising as scheduled at article 1 in this contract.
- 4.2 Supply service strictly as agreed under this.
- 4.4 Instruct Party A on performance of service exploitation process according to current law regulations.
- 4.5 Have right to suspend or stop the implementation of the contract in the case that Party A breached this contract in using the service.
- 4.6 Party B do not take responsibility of information in website of party A that linked from party A banner.

ARTICLE V: SUSPENSION, CANCELLATION, MODIFY CONTENT THE CONTRACT

5.1 Suspension

- a. Party B shall suspend some or all services in this contract after receiving the writing request from party A.
- b. The service is corrupted no more than 7 days since Party B received Party A's claim.
- c. If above time is beyond maximum level but Party A do not give banner to Party B, the service is considered carried out since then.

5.2 Cancellation

- a. Party B shall cancel its services to Party A if Party A makes breaches to the terms and conditions stated in this contract.
- b. The services shall be resumed when Party A stops its breaches to this contract and pays all resulting fee (if any)
- c. The contract breach fee shall be subject to the existing law.

5.3 Contract Voiding

If party A cancelled contract before expiry unilaterally, then party A have to pay party B advertising fee equal to that period. In addition, party A have to make compensate for damage of party B 50% of remain time in the contract.

5.4 Modify

- a. In case party A change position, dimensions, period of advertising of advertising banner, they must give request to party B 5 days in advance. If the change lead to lower contract value, then party A have to pay 50% of different value of
- b. In force majeure (natural calamitiities, flood, terrorism, stopped by the Government, broken agent contract, ...) then party B would stop providing service without any fine. Party A would pay for the time before corruption.
- c. In case service of party B is corrupted by ISPs, then party B should compensate for party A a time equal to corrupted days when overcame the accident.

ARTICLE VI: IMPLEMENTION

- 6.1 The two parties shall commit to comply with the terms stated in the contract; the party that makes breaches shall be responsible for that in accordance with the laws of Vietnam.
- 6.2 Any disputes between the two parties shall be firstly solved through amicable settlement proceeding. If the two parties fail to reach an agreement, the dispute shall be submitted to the Economic Court under Hanoi People's Committee for settlement.
- 6.3 This contract shall be come into effect until the end of the date putting logo on the article 1. At the contract expiry, if party A requires extending the contract, two parties will sign an appendix with the price will based on the new quotation.
This contract is executed into four (04) copies, two (02) original versions in English language and two (02) original versions in Vietnamese language. In case of arising conflicts, difference between Vietnamese and English copies, the Vietnamese copy shall be prioritized to use. Each party shall retain one (01) original versions in English language and one (01) original versions in Vietnamese language.

Party A:

Party B: HA THANH TRADING COMPANY.

