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| THIETKEWEB3B.COM  Contract number: 1611281T/3B | **SOCIALIST REPUBLIC OF VIETNAM**  Independence - Freedom - Happiness  ----------------------------  Hanoi, March 23rd, 2021 |

**CONTRACT OF WEBSITE DESIGN AND CONSTRUCTION**

*Pursuant to the Civil Code of the Socialist Republic of Vietnam passed by the National Assembly on June 27, 2005*

*Pursuant to the Commercial Law No. 36/2005 / QH11 of the Socialist Republic of Vietnam passed by the National Assembly on June 14, 2005*

We include:

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| **PARTY A:**  Address:  Tax code: |  |
| Representative : |  |
| **PARTY B:** | **3B VIETNAM JOINT STOCK COMPANY** |
| Tax code: | 0108025218 |
| Address: | Floor 4, Lot 06, Area 4.1CC, Lane 23 Le Van Luong, Nhan Chinh Ward, Thanh Xuan District, Hanoi City, Vietnam |
| Representative: | Mr.**Bui Van Ngoc** Position: **Manager** |
| Phone: | 02462,590,333 - 0981,631,777 |
| Email:  Account number | [Ceo@web3b.com](mailto:Ceo@web3b.com)  0011004367688 Account holder: 3B Vietnam Joint Stock Company |
| At the bank : | Joint Stock Commercial Bank for Foreign Trade of Vietnam - Vietcombank, Hoan Kiem - Hanoi branch. |

*The two Parties agree to sign the Contract with the following contents:*

**ARTICLE 1: CONTENT OF CONTRACT**

Party B conducts research, development and deployment of the Website software system for Party A according to technical requirements, information content and system functions as required by Party A as per Contract Annex and Quotation below

**ARTICLE 2: IMPLEMENTATION TIME**

1. Party B is responsible for completing the service as agreed to Party A according to the request progress of 12 days.
2. When completing the above work, the two parties conduct inspection and sign the acceptance report.
3. During the implementation of the Contract, if any dispute or claim arising out of or relating to this Contract change one of the terms of this Agreement, the two parties agree to discuss for mutual settlement.

**ARTICLE 3: CONTRACT VALUE AND PAYMENT**

* 1. **Contract value**:

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| **No** | **Items** | **Unit price** | **Amount** | **VAT** | **Amount (VND)** |
| **1** | Fees for research, design and construction of website | **4,800,000** | **01 Piece** | **KCT** | **4,800,000** |
| **In words:**  **Four million eight hundred thousand dong ./.** | | | | | |

* 1. **Methods of advance and payment:**

Party A pays to Party B the amount **2.400.000 VND (In words: Two million four hundred thousand dong ./.)** after signing the Contract.

Party A pays Party B the remaining amount **2.400.000 VND (In words: Two million four hundred thousand dong ./.)**after the two parties agree to take over and liquidate the Contract and after receipt of Invoice from party B.

**Payments:** Cash or bank transfer

* 1. **Incurred cost**

If there are changes and arises in the process of implementing the contract, which lead to a change in the value of the contract, the two parties agree to discuss for mutual settlement.

**3.4. Contract term:**

- Demo website within 3-4 working days.

- Discussion and approval between customers and Web3B within 1-2 days

- Handing over the website within 3-5 days after the customer confirm the website interface (customers can change the design within the interface finalization time).

**-** Complete within 3 days the initial information of the website and support to post 20 articles or products on the website (copy - paste format).

- The deadline for Party B to hand over the demo website to Party A: No later than 20-30 days after Party A sends the images and content to the Demo website for Party B except Saturday and Sunday (applied when force majeure occurs).

**ARTICLE 4: RESPONSIBILITIES AND RIGHTS OF PARTIES**

* + - * 1. **Responsibilities and rights of Party A**
    1. Give specific and detailed requests for Party B to implement (confirmed in writing or email).
    2. Party A is responsible for ensuring the legal conditions for the deployment and development of the Website Software.
    3. Party A has legal responsibilities for the content and operation process of the website software.
    4. Party A is responsible for necessary backup data to replace Party A's data that has been lost  
        or damaged during operation.
    5. In case Party A has an organizational change such as merging with another organization,  
       Separation, dissolution, the legal heir of Party A is automatically allowed to continue using the Website under the terms specified in this contract, and inherit all rights and obligations.
    6. Together with Party B, carry out the inspection, adoption and testing of the system before putting the system into use.
    7. Make payment on time as prescribed in the Contract after receipt of Invoice from Party B
    8. Have the right to complain about the quality of information and the quality of services provided by Party B. All complaints must be sent to Party B in writing within 05 working days from the date when the problem arises and Party B responds to complaints and fixes the problem for Party A within 05 working days from the date when Party B receives the official claim from Party A.
       - 1. **Responsibilities and powers of Party B**
    9. Research, design and build the Software according to the contents specified in Article 1.
    10. Hand over the financial invoice with 100% contract value for Party A
    11. Together with Party A, carry out the inspection, adoption and testing of the system as required in Article 1 before handing over to Party A for use.
    12. Install and deploy the Software on the Internet.
    13. Not responsible for the content of website software that Party A posts on the Internet.
    14. Assign online support staff for Party A - Webmaster Guide.
    15. Coordinate with Party A to organize and sign the record of acceptance test.
    16. Party B is responsible for providing warranty for the system as specified in Article 5 of the Contract.
    17. Hand over all the content of the original file code of the completed software to Party A right after receiving the full payment.
    18. Party B allows Party A to register for 2Gb hosting and .com domain name in the first year. In the second year, if Party A still needs to use the service, it will renew the hosting with the unit price of 1,800,000 VND / year and the .com domain name at the price of 300,000 VND / year.(The above prices do not include VAT - 10%).

1. **ARTICLE 5: WARRANTY TERMS**
   1. Party B is responsible for providing warranty for the system from the date when the two parties sign the product acceptance record.The warranty period only end after Party B has to overcome all arising errors. Party B commits to fix the arising error for Party A within 24 hours, except Saturday and Sunday.
   2. Warranty services include fixing software errors built by Party B and do not include handling situations caused by other program errors and causes, operation, system software, operating system software.
   3. When receiving Party A's warranty request, Party B is responsible for researching and proposing a solutionto fix errors.
   4. In the case that Party A's warranty includes requirements arising out of servicewarranty (defects do not originate from software such as photos, network software, or errors due to environment, operation, data, and hardware failure), party A has to pay additional warranty costs. This cost will be notified by Party B to Party A before proceedingwork
   5. After signing the acceptance report, Party B will warrant the Website for Party A for the whole period of use when Party A hires Party B's server.

**ARTICLE 6: PENALTIES FOR BREACH**

* 1. Neither party has the right to unilaterally cancel this contract and the attached appendix. This contract can only be terminated when there is a written agreement of both parties or by decision of a competent jurisdiction.
  2. If either party shall default in performance of any of the covenants or obligations imposed under this Contract and shall not remedy the default within ten days upon receipt of written notice from the other party, the party not in default may, at its option, terminate the Contract.
  3. In case of contract termination, the party in default shall compensate the other party for actual damage. The total compensation value shall not exceed 50% of the contract value.
  4. Any amount payable to Party B under the contract that is not paid within 10 days from the date Party A has to pay, Party B can suspend the performance of its obligations in this contract until the payment is made in full.
  5. If Party B performs the contract slowly according to Article 2.1 and Article 3.4 and due to Party B's fault, Party B shall pay for penalty 0.5% of the total contract value / 1 day late since the 13th day.
  6. In case the default comes from unexpected requirements from Party A or force majeure causes any delay, two party shall confirm the default in writting

**ARTICLE 7: FORCE MAJEURE**

* 1. If any event such as natural disaster, pandemic, flood, fire, earthquake or other hazards; or intervention of the Government, or any other event occurring beyond the control of any party and unforeseen, the party affected by force majeure events may postpone performance and obligation, provided that the affected party has taken all necessary and possible measures to prevent, limit or remedy the consequences of that event.
  2. The party affected by the force majeure event shall notify the other party. In the event of a force majeure event, the parties are exempt from the liability to compensate for the damage.
  3. If the force majeure event does not end within 40 working days or a longer period and continues to affect the performance of the Contract, the two parties have the right to unilaterally terminate the Contract.
  4. When the force majeure event ends, the parties will continue performance under this Contract upon mutual agreement in writing.

**ARTICLE 8: GENERAL TERMS**

* 1. The two parties commit to fulfill their obligations under this Contract. The breaching party will be held responsible in accordance with law.
  2. In case of a dispute, the two parties negotiate and settle in a spirit of cooperation and mutual support. In case the two parties do not agree on a settlement plan, the matter shall be settled by the Economic Court of Hanoi and the award of the Court shall be final and binding on both parties.
  3. This contract is made in 02 copies of equally legal validity. Party A keeps 01 copy, Party B keeps 01 copy and validity from the date of signing./.

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| **REPRESENTATIVE OF PARTY A** | **REPRESENTATIVE OF PARTY B** |

# Appendix

(Attached to the Contract No: 1611281T / 3B, November 16, 2020

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| **No** | **Service** | **Note** |
|  | Layout of pages | * Design with impressive, scientific professional graphics |
|  | Category | * **Unlimited categories** |
|  | News management | * Display news by category * Add, edit, and delete news |
|  | Product Management | * Display list of products by category * Manage all product details: add, delete, edit name, price, product description ... * View product details (product name, price, detailed product description) |
|  | Contact, Feedback | * The customer sends the contact from the contact form * Customer sends feedback from the feedback section |
|  | Advertising, Website links | * Banner position by page, by category ... * Links to other websites |
|  | Image slider | * Images move |
|  | Search | * Search for products, news on the website |
|  | online support | * Online support by Zalo / Messenger * Telephone - Hotline |
|  | SEO optimization | * Website optimization for search engines (Google, Yahoo, Bing) |
|  | Put website on the Internet | * Update and put Website on the internet |
|  | User manual | * Transfer, conduct training, and guiding website administration |
|  | Support Website administration | * 03 Months |
|  | Website warranty | * Warranty for errors related to website code after the two parties have evaluated the error arises. * Support to backup website version when Party B hands it over to Party A when the website has an error on the storage system of Party A |

***Signature and confirmation of Party A Signature and confirmation of Party B***

***(Person in charge of the project) (Person in charge of the project)***