

SERVICE AGREEMENT CONTRACT

BETWEEN

PARTY A

Mr.

Address:

Tel:

Tax. No:

AND

PARTY B

The Representative office of the Association of German Chambers of Commerce and Industry (DIHK)

Address: Deutsches Haus Ho Chi Minh City,
4th Floor, 33 Le Duan, District 1, Ho Chi Minh City

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Represented by: Marko Walde

Position: Chief Representative

This Service Agreement (“Agreement”) sets out the terms and conditions on which the Party B proposes to engage Party A for the consulting service for the final examination part 2 of the industrial mechanic occupation.

Article 1. Obligations and Responsibilities of Party A

Party A’s obligations include, but are not limited to:

- One day preparation for the practical part of the final examination part 2 of the industrial mechanic occupation.
- Operation as an external examiner to grade the practical final examination part 2 of the industrial mechanic occupation from 07th to 09th December 2020 (03 working days) at Vinfast Trading and Production LLC (Dinh Vu Industry Zone, Cat Hai, Hai Phong).

Article 2. Duration

The duration of the consulting service is from the date of signing of this Agreement to 31st December 2020 with no provision for service extension or renewal.

Article 3. Confidentiality

Party A shall not, by any means and at any time, during and after the duration of this Agreement, make use of, divulge or communicate to any person (save in the proper performance of Party A’s duties under this Agreement or unless ordered to do so by a court or other competent body) any confidential information pertaining to Party B which Party A may possess or obtain.

Should Party A come into possession of any confidential information including, but not limited to, information relating to customers, intellectual property or trade secrets, Party A undertakes irrevocably and unconditionally not to disclose this information to any other party (whether during or after the duration of this Agreement) without Party B’s prior written consent.

Information in the public domain are not considered “confidential”, unless the information came into the public domain through an act of, or omission by, Party A, or through a breach by, or default of, any other person under an obligation of confidentiality in respect of such information.

All documents (including copies), diskettes, tapes and other material held by Party A containing, or referring to, confidential information or relating to the affairs of Party B shall be the property of Party B.

Article 4. Payment

The service fee includes NET service fee and PIT.

The Net service fee is 9.000.000 VND (nine million Vietnamese Dong) and will be paid by bank transfer to the Party A's bank account after the examination has finished.

Any personal income tax related to the agreed service fee will be calculated, paid, and filed to relevant government authorities by Party B on the Party A's behalf.

The Net service fee should be transferred to the following bank account of Party A:

Beneficiary:

Bank name:

Bank address:

Bank account number:

Article 5. Assignment

Party A will not assign, transfer, or cause to be assigned or transferred, this engagement or any part, share or interest therein to any third party without the prior written agreement of the Party B.

Party B will not assign or transfer the provided teaching materials by Party A to Third Parties. Party B is only allowed to forward the teaching material to DIHK to give DIHK the possibility to approve the teaching the material. Any breach of this duty, whether from negligence or intentional action, is subject to the risk of a lawsuit.

Article 6. Dissatisfaction

If, for any comprehensive and considerable reason, Party B is dissatisfied with any aspect of the services provided under this Agreement as defined under Article 1 of this Agreement, it may withhold an appropriate sum of money.

In this event, Party B must notify Party A immediately in order to identify and give Party A a chance to improve the particular work with which is dissatisfied and explain with the reasons for its dissatisfaction.

Article 7. Termination

Either Party B or Party A may terminate this Agreement at any time with a notice period of 30 working days. No notice period is required if:

Party A has committed a material breach of this Agreement that may bring Party B and/or its affiliates into disrepute, does not perform the services according to Party B's reasonable instructions or has been convicted of a criminal offense.

Upon termination of this Agreement, for whatever reason, Party A shall:

Deliver to Party B in proper order and condition all books, documents, papers, materials and any other properties or assets relating to the affairs of Party B which have been provided to Party A for the purpose of provision of training consulting services.

Article 8. Governing and Arbitration

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

Any disputes between the Party B and Party A in connection with the execution of this Agreement shall be settled amicably at first. If this does not lead to agreeable results, both parties shall appoint arbitration committee VIAC to resolve this dispute. Decision done by VIAC shall be final and binding on both parties. The fee for arbitration or other charge shall be born by the losing party.

Party A:

Party B:

Date:

Date:

Signed:

Signed:

Name:

Name: Marko Walde