



A GUIDE FOR CLIENTS

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1. WELCOME TO VB LAW

Since 1995, VB LAW (formerly known as DC LAW) has had the privilege to represent a wide-range of interests while earning the respect and loyalty of clients. Under the guidance and leadership of one of the most accomplished and respected lawyers in Vietnam, Mr. Nguyen Ngoc Bich, a 1972 graduate of Harvard Law School, a wealth of talented lawyers were brought together and formed VB LAW. We are proud of our accomplishments and highly regarded standing in the legal profession of Vietnam.

At VB LAW, we combine technical capability with in depth knowledge of commerce and industry to bring added value to our clients.

This guide provides important details about all aspects of our services.

DELIVERING HIGH QUALITY SERVICES

We maintain our high standards of service delivery by focusing on best practices for recruitment, training and development, supervision of matters, knowledge management, and client relationship management. Backed by our IT systems, we are able to deliver efficient, high quality services to our clients.

COST-EFFICIENCY AND CONTINUITY

Our team of experienced lawyers and specialists, all of whom have extensive expertise in different practice areas, are dedicated to your business success. Our legal team is accessible whenever you need them and will respond to all issues in a timely and efficient manner. Our cost effective structure and experienced legal staff provides practical and complex solutions at an affordable cost. We will always do our best to ensure you of continuity with team members. We will immediately notify you if any changes to the team become necessary.

CONFIDENTIALITY

We shall keep confidential all documents and information received from you, and shall not use any such documents or information for any other purpose without your prior written approval. No information will be shared with any other party unless announced, delivered or submitted at the request of the competent authority in accordance with the provisions of the laws of Vietnam.

NORMAL BUSINESS HOURS

Our normal business hours are 9:00 AM to 6:00 PM, Monday to Friday. We are closed on Saturdays, Sundays and Public Holidays. Should you need assistance outside our regular business hours, we would be pleased to arrange an appointment.

2. WHAT YOU CAN EXPECT FROM VB LAW LAWYERS

We are committed to providing you with ethical and professional service.

UNDERSTANDING YOUR REQUIREMENTS

We will work with you to:

- Develop an understanding of your business and expectations.
- Establish objectives and deadlines.
- Design workable budgets.

TIMELY COMMUNICATION

Everyone at VB LAW has access to the latest technology to ensure fast and effective communication. We will keep you informed on the status of your work and of any significant correspondence or developments related to your matters. If we are unable to manage any specific aspect of the legal process, which may occur when other parties are involved, we will communicate these issues to you promptly. Clear communication is vital to achieving the best outcome for everyone.

PROVIDING VALUE FOR MONEY

We want to provide you with the best service in the most cost effective and efficient way. We will perform your work diligently and without delay. To best represent you, we ask for your full cooperation.

You can help us by:

- Providing complete, accurate, and up-to-date information at our initial meeting. Any changes to the information or circumstances provided which may be relevant to the work we are undertaking should be communicated to us as promptly as possible. This speeds progress and can be an important factor in minimizing the overall cost.
- Deciding on the most appropriate form of communication we will use. Is a phone call, email or brief meeting sufficient to deal with your matter? Or will you need more extensive consultation?
- Preparing your points and documentation before meeting with your lawyer. This helps us to quickly focus on your issues.
- Managing deadlines and promptly advising us if they cannot be met.
- Deciding if any of the work can or will be done by yourself or by someone in your organization.

SERVICE GUARANTEE

We are committed to providing the best possible legal services to all of our clients; therefore, if for any reason you are not completely satisfied with the service we provide, please contact our partners immediately and they will attempt to resolve any matter to your satisfaction.

3. HOW WE ADD VALUE TO OUR RELATIONSHIP

Client relationship management

Our client relationship management (CRM) programme is designed to give all of our clients exceptional service delivery. We will focus on your specific requirements and develop with you a strong and rewarding relationship through consistent and coordinated management of service delivery.

Your VB LAW partner pledges to take full responsibility and accountability for delivering excellent service and will ensure that:

- All team members understand your needs and expectations clearly.
- You have full access to the people and resources required.
- Our service is properly coordinated and consistently delivered in a professional manner.

Fast access to the right information

We know the value of fast access to relevant information. Our highly skilled lawyers have instant access to extensive libraries and global know-how databases. This means they are able to provide you with the best and most current advice in the shortest time possible.

4. THE WAY WE CONDUCT BUSINESS

The following terms apply to all work carried out, unless agreed otherwise in writing by a partner or consultant of VB LAW.

1. How we calculate our charges

Charges are calculated based on a number of issues, such as: the specialized skill and knowledge required; complexity and difficulty of the factual and legal issues involved; number and importance of documents prepared or perused; place and circumstances where business is transacted; time expended; monetary value of the matter; urgency required; seniority of the professional staff engaged, and the importance of the matter.

2. Fee estimates and fixed fees

2.1 An estimate is an approximate indication of our charges for dealing with the matter being considered and is based on the information known to us at the time the estimate is given. Accuracy of estimates is dependent upon full disclosure of intent. All estimates are subject to revision and are not binding.

2.2 A fixed fee is a proposal to deal with a specified matter for a stated fee. If we undertake work outside the agreed scope, additional charges will be applied according to the criteria stated in paragraph 1.

3. Disbursements and other expenses

3.1 We will invoice for additional expenses incurred, including: photocopying, international telephone calls, fax, postage and courier charges, overtime charges for support staff, stamp duty, barristers' fees, court filing fees and/or search fees where appropriate. Our invoice will provide you with an itemized breakdown of all expenses.

3.2 By authorizing us to act on your behalf, you also confirm our authority to pay any expenses deemed necessary to achieve your objective. However, we will consult with you prior to engaging barristers, foreign lawyers, or other experts for whose fees you will be responsible.

4. Payment on account

We may from time to time ask you to make payment on your account for charges and expenses incurred. Payments will be credited to your bill.

5. Payment terms

5.1 Invoicing will be at regular intervals while your matter is in progress. A final bill will be sent to you after the matter is completed. If for any reason your matter does not proceed to completion, you are still responsible for charges and expenses incurred until we are officially informed that the matter has been terminated.

5.2 We do require payment of our bills without any deduction or withholding for taxes or charges of any nature. If a deduction or withholding is required by law, you will be responsible for paying any such additional amounts.

6. Ownership and storage of materials

6.1 When we complete your matter we shall, if requested, return to you all documents and other material loaned by you to us for the purpose of carrying out that matter. Our working materials, all correspondence and other material generated by us in that matter will remain our property (and, unless we agree otherwise, we shall own the copyright in any documents prepared by us on your behalf). We will keep these materials (except for any of your materials which you ask to be returned to you) for such periods as we think fit, unless a special arrangement has been made.

6.2 Unless otherwise agreed, all original documents (such as deeds, guarantees or certificates) will be returned to you upon completion of the matter and payment of all outstanding bills has been received.

7. Electronic communications

7.1 Where we communicate with you by electronic means, we accept no liability for non-receipt, or late receipt of such communications or for any corruption in the information communicated to you, or its disclosure to other parties.

7.2 Although we regularly carry out virus checks, we advise you to carry out your own virus checks on all your systems, data and communications (whether in the form of computer disc, email, internet or otherwise). We accept no liability for any viruses that may enter your system or data by these or any other means.

7.3 For your convenience, documents may be made available to you in electronic as well as hardcopy format. In the case of discrepancy, the signed hardcopy should be regarded as definitive.

8. Confidentiality

We owe a common law duty of care with respect to confidential information given to us. As we owe the same duty of confidentiality to others who are, or have been our clients. We are under no duty to disclose to you, or use for your benefit, any confidential information that we currently have, or may obtain, in relation to any other client or third party.

9. Conflicts of interest

If you become aware of a possible conflict of interest with another client for whom we act in a particular matter, you should raise this issue immediately. If a conflict of this nature arises, you agree it will be up to us (taking into account legal constraints, applicable professional rules and client interests) to decide whether we should continue to act for both parties, for one only, or for neither.

10. Disclosure for promotional purposes

Unless informed otherwise, you agree that we may include in a list of matters, which we use for promotional and internal purposes, the fact that we represent you, the names of the parties, the dollar value of the matter and a general description in respect to all matters which have been publicly disclosed.

11. Limitation of liability

If you have agreed with any other adviser on any limitations, we are not and will not be liable for anything you could have claimed from that adviser.

12. Third Parties

12.1 The services provided by us are solely for your benefit and we accept no responsibility to anyone else. Should you wish to pass any advice we have provided to a third party, we will not accept liability for any information or for any third party.

12.2 If you ask us to introduce other professional consultants to you, we will endeavor to do so. However, unless agreed otherwise, you will be responsible for payment of any fees and charges directly. Any advice given will be their responsibility. We shall not be liable for any act or omission by any other consultant.

13. Termination of our relationship

13.1 You have the right to end your relationship with us at any time. In the event that you decide to end our relationship, we have the right to exercise a lien over (that is, retain) all deeds, documents, monies and other items held for you until our bills are paid in full.

13.2 We also have the right to end our relationship with you at any time for any reason. Examples of when this may be necessary include:

- If in our opinion a conflict of interest arises.
- If any payment due to us, or reasonably required by us on account of fees or expenses, is not made.
- If we are unable to obtain full or adequate instructions from you.
- If we determine that the relationship of trust and confidence necessary between solicitor and client does not exist.
- If we consider that it would be inappropriate, in the light of our professional rules, for us to continue to act.

13.3 If decided that we will no longer act for you, you will still be responsible for charges and expenses incurred before termination, plus any further charges and expenses for work necessary to transfer our files to another adviser of your choice.

13.4 These terms will continue to be binding, notwithstanding such termination.

14. Governing law

These terms, and the services we provide, are governed by Vietnam law. You agree to submit irrevocably to the exclusive jurisdiction of the Vietnam Courts in the event of any dispute arising between us. You acknowledge that we may bring proceedings against you in other jurisdictions at our option in relation to any such dispute.