**TECHNOLOGY TRANSFER AGREEMENT**

**Between**

**..........management LIMITED**

**And**

**.......... Vietnam co., ltd**

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This Technology Transfer Agreement (hereinafter referred to as the “**Agreement**”) is entered into on this [] day of [    ]2005 by and between:

**..........Management CO.,LTd**, a company is established and organized under the laws of Hong Kong, with its legal address at Suite 904, Lap Fai 6-89 Building, Potting Street, Hong Kong, represented by Mr Jeong Jae Gyung - Director, (hereinafter referred to as the “**Transferor**”)

**and**

**......... Vietnam COMPANY LTD**, a 100% FoE incorporated by Daesang Corporation and Mr. Kentjana Widjaja under the laws of Socialist Republic of Vietnam with the Investment License No.935 granted dated 04 August, 1994 by State Committee for Cooperation and Invesmtent (Currently Ministry of Planning and Investment), with its headoffice registered at Song Thao Street, Tho Son Ward, Viet Tri City, Phu Tho province, Vietnam, repesented by Mr. Kim Tae Hoon-General Director, (hereinafter referred to as the “**Transferee**”).

(hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

**PREAMBLE**

**WHEREAS**

Transferor is a company holding the Producing Technology of Modified Starch in accordance with the terms and conditions of this Agreement.

Transferee wishes to obtain the Producing Technology of Modified Starch from Transferor under the terms and conditions of this Agreement;

Therefore, basing on Agreements in accordance with the equal principles and mutual benefit, Parties have agreed this Agreement as follow:

Article 1: Definitions and Explanation

For the purpose of this Agreement, the following terms shall have the meaning set forth in this Article:

“**Modified Starch**” shall mean Starch in existing inherent status of its, which is changed by enzyme and chemical procession (to ferment); See appendix 2 enclosed herewith this Agreement.

“**Agreement**” shall mean this transfer technology Agreement and shall be registered at the Ministry of Science, Technology and Environment of Vietnam.

“**Machine, Equipment**” shall mean the Equipments to be transferred to Transferee in accordance with this Agreement which shall be detailed in Appendix 1.

“**Transferor**” shall mean ..........Management Limited whom legal owner or the right to transfer for producing technology of Modified Starch and the right to receive payment on Transfer Technology above.

“**Transferee**” shall mean .......... Vietnam Company Ltd, which obtains Producing Technology of Modified Starch from Transferor and has obligation to pay the items pursuant this Agreement thereof.

“**Parties**” shall mean Transferor and Transferee.

“**Effective Date**” shall mean the date on which this Agreement is approved by the Ministry of Science, Technology and Environment.

“**Expert**” shall mean Transferor’s Experts assigned to Transferee to execute the examination, quality valuation of transferred technology quality at the delivery time and to execute the training activities or to carry out works agreed by parties in this Agreement.

“**Signing Date**” shall mean the date this Agreement is signed by the Parties’ authorized representatives.

**“Technical Document”** shall mean the Document concerning industrial producing method, reaction structure, particularity of Modified Starch, Diagram of producing technology of Modified Starch, and technical Guidelines of the Equipments attached to this Agreement.

###### Article 2: Transfer content of Agreement

According to this Agreement, Transferor shall transfer the technology to Transferee relating to production of Modified Starch is developed by Transferor, including technology hereunder:

* Modified Starch Producing Process and Producing Technology (technique) of each Starch. (Wet Process – applied to Foodstuff Processing; Dry Process – Applied to Industry Production).
* Producing Chain of Modified Starch and Supply the equipments in scope of Vietnam’s territory.
* Training Assistance and Technical documentation

**Article 3: Form and Schedule of Transfer Technology**

3.1 Transfer Technology Form

Transferor shall transfer the documents relating to the producing process of Modified Starch and producing technology of each starch.

With respect to producing chain of Modified Starch and Supply of producing machine, equipments, Transferor shall carry out the transfer of machine, equipment together with technical document to Transferee.

3.2 Transfer Technology Schedule

Transferor shall carry out Technology Transfer in each year with production Chain and Process of respective modified starch thereon.

as follows:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Classification | 1styear | 2nd year | 3rd year | 4th year | 5thyear | 6thyear | 7thyear |
|  | Wet Method | Acetic Acid | Acid treatment | AA | OS |  | Phosphoric Acid | Applicable to Batter |
| Applicable to Foodstuff | Dry Method |  |  |  | a Starch |  |  | Applicable Fried Fish |
|  | Other Method |  |  |  |  | HP |  |  |
| Applicable toIndustry | Dry Method | Oxidize | Cation |  |  | Applicable to Coating |  |  |
| Wet |  |  | Cation |  |  |  |  |

###### Article 4: Producing procession of Modified Starch

Producing Process of Modified Starch is interpreted that is Know-how about reaction mechanism of each Modified starch, industrial manufacture method, formulas are used and developed by Transferor (see in the appendix 2). Specifically, the know-how of each producing technology of Modified Starch is presented hereunder:

4.1 α Starch

Using the heat to destroy micro cell structure to make the shape of starch disappeared and resulted in being melted easily in water or cold water. Applying Industrial Producing Method in two main Methods as follows:

* Drum Dryer Method wherein includes Single and Double Type.
* Putting out of Squeezer.

This Starch shall be manufactured in best by essential raw materials are potato starch, cassava starch, glutinous starch. See the Appendix 2.

4.2 Oxidized Starch

To put Starch to interact with Oxidized and to conduct that Oxidized to interact with OH of (molecule) Laevulose (Glucose sugar) resulting in creating the Starch. This Starch has the low adhesive levels so is applied to make the Sizing Substance with high concentration in service of Paper Manufacture Industry.

Industrial Manufacturing Method mainly utilities NaOCl as the Oxidized after suspension epidemic with concentration of 45% and utilities heat radiating reaction. See Appendix 2.

4.3 Starch treated by Acid

To put the Starch to be dissolved in water to make suspension and then put a suitable amount of acid to make hydrolysis to change the viscidity of Starch and utility the wet method to manufacture.

The acid, which can neutralize the alkali in refinement reaction of starch is HCl, H2SO4. See Appendix 2.

4.4 Cationic Starch

To utility the positive reagent (Ammonium) to interact with starch resulted in starch shall have positive charge to become high-level electron with positive molecule.

To utility the dry method in manufacturing combining aero-solid reaction or wet method with catalysis of water. The manufacturing method of positive starch in industrial manufacture due to reaction between aero-solid Substance according to mode 3. See appendix 2.

4.5 Acetyl – Adipin Starch

The Acetyl Adipin is acid acetic starch and also is two time derivative causing concurrently ester reaction and reaction cooperates horizontal chain. There are two manufacturing method: utility method to obtain high position and low position substance.

The reaction substance without being hydrated, Acid Acetic, Clorua Acetyl, Ketene and substance to create horizontal chain is acid adipin, oxyclorin, and eppiclohydrin, salt of acid trimethain. See appendix 2.

4.6 Hydroxyl Acid phosphoric Starch

This is etherealized starch and shall have the similar nature as ester starch. The manufacturing utilized is dry method and wet method:

* Dry method is aero-solid reaction between starch substances of starch with propylenoxide, catalysis substance used is NaOH or salt imbibes in starch.
* Wet method is reaction in liquid at high temperature under normal pressure that is reaction with non-homogeneous using starch suspension resulted in being starched.

See Appendix 2

4.7 Acid phosphoric Starch

#### Acid phosphoric Starch shall have two forms: mono form and Di form used addition substance.

* Mono form is “Sublimation” apply phosphoric acid;
* Di form is form of horizontal cooperation

The manufacturing is used as follows:

* The manufacturing method of Mono-ester acid phosphoric according to oxide clorua phosphor may obtain the mixture form as Mono-Di, Tri – ester. By dry method, which use ortho acid   phosphoric or wet method.
* The manufacturing method of acid phosphoric starch under the form of Di-ester is wet method.

See appendix 2

**Article 5: Producing Chain and Equipment Supply**

The Transferor shall transfer the modified starch manufacturing chain, Machines, Equipments to the Transferee prescribed in appendix 1 attached to this Agreement.

The Transferor shall transfer installation guide lining documents of machines, equipment or the Transferor will assign Expert(s) to guide the installation if There is a requirement of Transferee, and the expenditure will be paid by the Transferee.

The transferring shall be complying with Article 3.

**Article 6: Technical Document Supply**

The technical Documentations shall be supplied by the transferor for transferee suitable with the transferring schedule and the training schedule agreed between the two parties.

**Article 7: Training Assistance**

**7.1** Content of training action including but not limited by following activities:

1. Introducing the origin, characteristic, nature of the Modified Starch to be transferred,
2. Introducing the installation of machines and equipment manufacturing Modified Starch to be transferred;
3. Guiding the operation, maintenance and conservation of machine and equipments Modified Starch to be transferred;
4. Evaluating, monitoring and supervising manufacture in practice of Transferee.

See the Appendix 3.

**Article 8: Parties' Guarantees**

**8.1** The Transferor in this Agreement ensures that technological process and manufacturing chain transferred according to this Agreement have good quality standard to carry out the manufacture of the Modified Starch. Technological Process transferred is the technology that brings more advantage, effect and priority to the Transferee in manufacturing Modified Starch.

**8.2** The Transferor in this Agreement ensures that the technology will be transferred to the Transferee is the technological Process have validity as to the end of this Agreement, and this shall be transferred in the scope of the Transferor's experience and knowledge.

**8.3** The Guarantees is advanced in this Article 8 by the Transferor not apply to the damages because of the Transferee's inobservance of technical document.

1. The technology that the Transferor transfers to the Transferee is complied with Vietnamese law. The Transferor is legal owner in respect of the technological process and manufacturing chain in this Agreement. During the validity of this Agreement, the Transferor still has technology transfer right according to this Agreement to the third party without having same nationality with Transferor's.
2. The Transferee ensures that will receive the Transferor's technological process and manufacturing chain in accordance with this Agreement.
3. The Transferee ensures that will not disclose technical document and information relevant to the Modified Starch's technological process for the Third Party, except the staff or the responsibility person and having right to use under approval of Transferee in the event of being not available of approval in written by Transferor
4. The Transferor ensures not to interrupt the technical improvement of Transferee with respect to transferred technology and the Transferee shall be entitled to use its technical improvement for its purpose.

**Article 9: The Parties' Right and Obligation**

**9.1       The Transferor**

* Undertake that is a legal owner of the technology transfer and the Technology Transfer will not violate any other of the Third Party's industrial property rights. The Transferor has responsibility with the owner expenditure to solve all depute arise from the technology transfer pursue this Agreement.
* Has obligation to close cooperation and assist the Transferee in protecting against any violation of all the property from any other the Third Party.
* Pay taxes that is applied in technology transfer Agreement in accordance with Law of nation that the Transferor's nationality.
* Transfer the technology in accordance with this Agreement to the Third Party who has not Vietnamese Nationality.

**9.2       The transferee**

* Undertake about the Product quality manufactured by transferred technology shall not be lower than that of Transferor. Applying valuing method complies with quality standard under regulation of Transferor.
* Pay money for technology transfer;
* Notice the origin of technology on the Product,
* Register the Technology Transfer Agreement at competent authority.

**Article 10: Checking and Taking over and Valuation**

Technical Process, Manufacturing Chain and equipments will be carried out and assessed, and checking and taking over at the Transferee’s location. These activities will be implemented in accordance with the Transferor's Technology and Quality Standard.

The Purpose of the checking and take over is examine whether the manufacturing process of the Modified Starch product meet fully the technical specifications and quality that are stipulated in the technical document.

Expenditure of the checking and taking over will be paid by the Transferee. When to finish each the checking and taking over, Parties will sign in the certification of assessment. if there is any damage, error or defect in the technical document, even it is defined before or during the examination, the Transferee will notice the Transferee in written about the damage, error or defect. The Transferor will undertake to repair them for the Transferee and bear expenditure if there is not Transferee's default.

During the validity of Agreement, Transferee will send the result of the technology transfer annual report during the year (under the content of Agreement) to the registered department for its confirmation.

In case the Agreement is expiry, the Transferor and the Transferee shall send the result of the technology transfer Agreement's report on assessment of this Agreement to the registered department for its confirmation within 30 days, since the signing date in the report.

### Article 11: Environment Safety and prevention of harm

The Transferor commits to providing sufficient and clear information for the Transferee provided that the Transferor is aware of possible adverse impact on environment, human ecology and labors due to the application of technology; besides, if there should be of any detection about this regard, the transferor shall send promptly a sufficient and clear notice to the transferee.

The Transferor guarantees that the transferred technology is appropriate to produce the products that meet the standards of environment and labor safety in accordance with laws and regulations of Vietnam. If the production of the Transferee, applied in conformity with transferred technology, is sentenced to cause adverse impact on environment and therefore, the transferee will bear loss, damage, and as result, the Transferor shall:

* promptly make research and remedy defect, error of transferred technology and inform the transferee about that defect, error.
* make indemnity for the transferee with respect to direct damage and/or compensation paid by the transferee for that case.

The Transferor warrants for providing sufficient and clear information for the Transferee that the transferor is aware of restriction of or limitation to the production by transferred technology wherever and whenever. Moreover, if the Transferor has any new information about transferred technology, the transferor will make a prompt and clear notice to the Transferee.

**Article 12: Limitation of Liability**

**12.1** The Transferor warrants the quality and completeness of the technological Process transferred and is responsible for any Technical Documentation, which is proven by the Transferee to be incorrect. The technology will warrant within one year, in that time, the Transferor will periodical examine the quality of the technology transfer and the other content of Agreement when received the Transferee's require. The Transferee's responsibility to pay the examining expenditure to the Transferor's experts.

**12.2**   Transferor’s maximum liability to the Transferee for any cause shall in no event exceed five percent (5%) of the total accumulated payments received under this Agreement and the Transferee shall release Transferor from any liability in excess thereof.

**12.3**   The Transferee makes oneself responsible and maintainable for the machines, equipments and technical document of the technology transfer after the Transferor finished the transfer obligation at the transfer time of the machines, equipment and relevant technical document.

**12.4**   The Transferee will be researched and developed the technology after transferred. The Transferor won't force the Transferee to transfer without any conditions relating the result of the improvement, renovation of technology that is made by the Transferee from the technology transferred.

**12.5**   The Transferor won't force the Transferee to sell or receive from the Transferor or the Third Party who is appointed by the Transferor with the not received objects under this Agreement.

**12.6**   The Transferor won't prohibit the Transferee to continue technological application that is transferred after expiry of Agreement under the Parties' covenant.

**Article 13: Term and Termination**

**13.1** This Agreement shall commence on the Effective Date and shall be valid in duration of seven (7) years;

**13.2**   This Agreement shall be terminated, if before 6 months, the Parties agree to extend the validity of Agreement. In case the Parties' covenant of extension is permitted under Law of Vietnam, therefore, Parties will submit an application dossier for the extension at competent authority.

**Article 14: Value of Technology Transfer**

**14.1**   Total Value of Agreement is: \_\_\_\_\_\_\_\_\_\_ VND (in writing), equivalent to 1,680,000 $ US (one million six hundred eighty thousand United States Dollars), in which:

* Training fee: $ US 500,000 (five hundred United States Dollars);
* Technical Assistance: $US 1,180,000 (one million one hundred eighty thousand United States Dollars).

**14.2** Transfer fee arises under Agreement, including:

 -   Fee of the Agreement registration, which will be paid by the Transferee;

* Fee for valuation of the Technology Transfer Agreement, which will be paid by the Transferee when submitting the application dossier of the technology transfer Agreement,
* Expenses of the carried on assistance, checking and taking over the technology before the transfer under the Transferee’s require, is paid by Transferee;
* Fee paid for damages such as technical error or damage occurred without the Transferor’s default whereas and/or after transfer, and/or on the transport way so the payment will be  the Transferee’s duty . The Transferor will only assists technical for the Transferee relating the damaged technology, if the Transferee requires and ensures to pay the necessary expenses in the repairing of the Transferor,
* Fee for delivering documents will be paid by the Parties,
* Fee for transporting technology and equipments will be paid by Parties.

These Fees are paid by VND or USD under the parties’ negotiation. In case the payment by USD, the rate of exchange will comply with inter-banks at the payment time.

## Article 15: Schedule and Method of Payment

**15.1 Method of Payment**

The Transfer will send the invoice at the payment date, the Transferee will pay in cash or T/T on the Transferor Account or under the mode agreed by Parties within 10 days as from the date that The Transferee receives the invoice.

**15.2 Schedule of Payment**

The Transferee will pay installment as scheduled to the Transferor in term of Agreement and suitable with the schedule of transfer of each modified starch manufacturing technology process as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Period | Amount(USD million) | Remark |
| The first year | 2005 – 2006 | 240,000 | 3 |
| The second year | 2006 – 2007 | 240,000 | 3 |
| The third year | 2007 – 2008 | 240,000 | 3 |
| The forth year | 2008 – 2009 | 240,000 | 3 |
| The fifth year | 2009 – 2010 | 240,000 | 3 |
| The sixth year | 2010 – 2011 | 240,000 | 3 |
| The seventh year | 2011 – 2012 | 240,000 | 3 |

**Article 16:  Termination**

This Agreement will terminate in hereunder conditions:

* The Agreement is expire;
* Under the agreement of parties;
* In accordance with regulation of Vietnamese Law;

When this Agreement is terminated, The Parties will liquidate this Agreement. This liquidation will be made in writing under signing of Parties and certified according to contents of the termination.

## Article 17:  Force Majeure

## 17.1   “Force Majeure” shall mean all events which are beyond the control of the Parties and which are unforeseen, unavoidable or insurmountable, which arise after the Effective Date and which prevent total or partial performance by any Party. Such events shall include earthquakes, typhoons, flood, fire, war, embargo or any other instance which cannot be foreseen, prevented or controlled, including instances which are accepted as Force Majeure in general international commercial practice.

## 17.2   If an event of Force Majeure occurs, a Party’s obligations under this Agreement which are affected by such an event shall be suspended during the period of delay caused by the Force Majeure and shall be automatically extended, without penalty, for a period equal to such suspension.

## 17.3   The Party claiming the Force Majeure shall promptly inform the other Party in writing and shall furnish within five (5) days thereafter sufficient proof of the occurrence and duration of such Force Majeure. The Party claiming Force Majeure shall also use all reasonable endeavors to terminate the Force Majeure.

**17.4** In the event of Force Majeure, The Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.

Article 18: Confidentiality

**18.1**   Each party may, from time to during the terms of this Agreement, obtain confidential and proprietary information of the other Party in connection its operation. The Technical Documentation shall by way of example but without limitation be considered as confidential information of Transferor. Each of the Parties receiving such information shall, during the term of this Agreement

1. Keep confidential such information, and
2. Refrain from disclosing it to any person or entity, except to its employees who need to know such information in order to perform their duties.

**18.2**   The provisions of Article 18.1 above shall not apply:

1. Information which is in the public domain,
2. Information which is published or otherwise becomes part of the public domain through no fault of the receiving Party, or its directions, officers, employees, agents or representatives,
3. Information which the receiving Party can demonstrate was in its possession at the time of disclosure and was not acquired by the receiving Party directly or indirectly from disclosing Party on a confidential basis,
4. Information which becomes available to the receiving Party on a non-confidential basis from a source other than (whether directly or indirectly) the disclosing Party and which source to the best of the receiving Party’s knowledge did not acquire the information on a confidential basis, or
5. Is required to be disclosed by any law, rule or regulation or by any applicable judgment, order or decree or any court or governmental body or agency having jurisdiction.
6. Each Party shall advise its directors, senior and other employees receiving such information of the existence of, and the importance to comply with the obligations set forth in Article 18.1.
7. If required by Transferor, Transferee shall execute a separate secrecy agreement with, among      other things, provisions similar to those in Article 18.1 and 18.2 above with respect to confidential and proprietary information obtained by Transferee from Transferor.
8. Transferee shall formulate rules and regulation to cause its directions, senior staff and other employees also to comply with the confidentiality obligation set forth in this Article 18.1. Certain key employees shall be required to sign a confidentiality undertaking in accordance with this Agreement.
9. Transferee shall formulate rules and regulation to cause its directions, senior staff and other employees also to comply with the confidentiality obligation set forth in this Article 18.1. Certain key employees shall be required to sign a confidentiality undertaking in accordance with this Agreement.
10. The defaulting Party shall be liable for damages accrued to the affected Party if either Party conducts a breach of any provision of this Article 18. The payment of damages by defaulting Party to the affected Party shall be without prejudice to any rights of actions or other remedies accrued to the affected Party at the date of such breach.
11. This Article 18 and the rights and obligations set out hereunder shall survive for one year upon the expiration or the termination of this Agreement, or notwithstanding the termination, upon the dissolution or the liquidation of Transferee.

Article 19: Taxes

- All taxes to be levied on Parties in connection with the performance of this Agreement by any governmental entity of the Socialist Republic of Vietnam and Transferor’s Nationality shall be born and paid by the Parties respectively in accordance with the relevant Vietnamese Law and Transferor’s Nationality Law.

- The Transferor has obligation to pay the income tax arising from the royalties.

##### Article 20: Safeguard of Parties’ Rights

**20.1**   Should a modification or deletion related to any provision of this Agreement or to its Appendices be requested by any competent governmental authority, the terms and conditions of this Agreement or of its Appendices will be updated to take into account the actual impact of such modification or deletion, whether legal, economic or technical, to maintain each Party’s benefits derived from this Agreement or its Appendices on a basis not less favorable than those provided upon the execution of this Agreement.

**20.2**   If either Party’s economic benefits are adversely and materially affected by the promulgation of any law, rule or regulation which would be relevant to this Agreement, or materially affected by the amendment, deletion, interpretation or implementation of any existing law, rule or regulation after the date of execution of this Agreement, the Parties shall promptly consult with each other and use their best endeavors to implement any adjustments necessary to maintain each Party’s economic benefits derived from this Agreement on a basis not less favorable than the economic benefits which would have derived if such laws, rules or regulations had not been promulgated or amended or so interpreted.

Article 21: Settlement of Disputes

**21.1**     In the event of any dispute arises in connection with the interpretation or the performance of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through an amicable settlement.

**21.2** If the dispute is not resolved through amicable settlement within forty (45) days after the commencement of discussions, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly

**21.3**     When a dispute occurs and such dispute is being subject to arbitration, except for the matters relating to such dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement (if any).

# Article 22: General Provisions

### 22.1 Effective Date

#### This Agreement shall come into force on the Effective Date, which is defined as the day on which the following conditions shall have been fulfilled:

#### (i)         Execution of this Agreement by an authorized representative of the Transferee, and an authorized representative of the Transferor, on the Signing Date;

#### (ii)        Registration of this Agreement with the relevant government authorities, and issuance by the relevant government authorities of a pertinent approval certificate.

#### The Transferee undertakes to make its best efforts in order to minimize the delay between the Signing Date and the Effective Date.

**22.2 Entirety and Amendment**

This Agreement makes the sufficient acceptance and knowledge between the Parties relating the Technology Transfer, which is technology manufacturing process of Modified Starch and others according to with the stipulating at Article 2 of this Agreement. This Agreement will replace and annul any and entire Agreement and undertake by the written and unwritten before.

This Agreement and its appendixes will make the entire Agreement between the Parties relating the Modified Starch under the Agreement. If there is any conflict arises between the stipulating of this Agreement and the Appendixes, the stipulation of Agreement shall be applied other than that of Appendixes.

Any modification or amendment of this Agreement or any renouncing the terms and provisions of this Agreement shall not effect, exception by writing and signed by Parties.

Entity of Appendixes of this Agreement that is a part of Agreement, not apart from Agreement, and has effected the same as this Agreement.

If Parties agree review, amendment or supplement relevantly this Agreement, is shall set forth in the Parties’ signing by writing and only application when approved by the relevant authorities.

**Article 23: Applicable Law and Language**

1. **Language**

All correspondence and documents specifically written under this Agreement shall be in English and/or in Vietnamese.

1. **Applicable Law**

Interpretation and implementation of this Agreement shall be governed by the Laws of the Socialist Republic of Vietnam, which are published and in effect and publicly available.

## Article 24: Notices

Any notice or written communication provided for in this Agreement by either Party to the other, including but not limited to any and all offers, writings, or notices to be given hereunder, shall be made in English and/or Vietnamese by facsimile, telegram or telex, and confirmed by courier service delivered letter, promptly transmitted or addressed to the appropriate Party.

In the event of Force Majeure prescribed in Article 15, the receiving of notices and information shall be considered as receiving date after being delivered by fast post and in working day after being sent by fax, telex, etc. All notices and communications shall be sent to the appropriate address set forth below, until the same is changed by notice given in writing to the other Party, made by the above-prescribed method:

Transferor        :           ..........Management Co.,ltd

Address           :           Suite 904, Lap Fai 6-89 Building, Potting Street

            Phone No        :           852 – .................

Facsimile No   :           852 – ................

Attention         :           Mr. ..................

Transferee       :           .......... Vietnam Co.,Ltd

Address           :           Song Thao street, Tho Son ward, Viet Tri city, Phu Tho province

            Phone No        :           84 - ........................

           Facsimile No   :           84 - ........................

Attention         :           Mr. ......................

This Agreement is executed in (5) counterparts in the Vietnamese language and (5) counterparts in the English language, each of which shall be deemed an original, but all of which shall together constitute one and the same document. Both languages shall be equally valid. However, in case of discrepancy, the Vietnamese version shall prevail.

**IN WITNESS WHERE OF** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For ..........MANAGEMENT CO.,LTD**

Name:         ............................

Title:          Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## For .......... VIETNAM CO.,LTD

Name:       ..........................

Title:          General Director

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