



FRAMEWORK CONTRACT FOR PROVIDING IMAGE AND VIDEO EDITING SERVICE

Framework Contract for Providing Image and Video Editing Service (“Contract”) is made and effective as of the ___ day of _____, 20__ between:

SERVICE PROVIDER: NGHI LUC SONG SERVICES JOINT STOCK COMPANY; Tax code: 0107317899; Address: 3rd Floor, Block No. 14, Nguyen Canh Di Street, Dai Kim - Dinh Cong Urban Area, Dai Kim Ward, Hoang Mai District, Hanoi City; Represented by: Mr. DAM QUANG HUYNH; Title: Director; Bank Account: 0021000361000 at Vietcombank - Hanoi Branch; Phone: (8424) 38.782.888 Email: _____.

(Hereinafter referred to as “IMAGTOR”)

AND

SERVICE USER: _____; Identity card No./ tax code: _____; address: _____; represented by (if any): _____ title: _____; Bank Account: _____ at: _____; Phone number: _____ Email: _____.

(Hereinafter referred to as “Client”)

IMAGTOR and Client in this Contract are referred to individually as the “Party” and collectively as the “Parties”.

Recitals:

- A. Whereas, IMAGTOR is a professional service provider for the service of editing images and videos who has the capacity to implement the service according to the requirement of the Client.
- B. Whereas, Client wishes to use IMAGTOR’s editing service and IMAGTOR agrees to provide the service with the terms as agreed herein.

Therefore, the Parties agree to enter into this Contract with the following terms and conditions:

ARTICLE 1. SERVICE AND SERVICE IMPLEMENTATION

- 1.1. IMAGTOR implements service of editing images and videos upon Client’s request and according to specific order and/or separate project (“Service”). The result of the implementation of the Service is images and videos which are edited (“Product”).
- 1.2. The method of providing Service and the policy of modifying and cancelling the order are conducted according to the policy of IMAGTOR from time to time (“Policy”) and shall be attached hereto. In case there are changes in the Policy, IMAGTOR shall notify the Client via email at least 15 (fifteen) days from the applicable date. Such notification is deemed to be the amendment to the Annex of the Contract and shall take effect after a notification sent successfully by IMAGTOR via email.



- 1.3. Standard of Service: IMAGTOR implements Service in accordance with applicable laws, Policy and the best effort for Client's benefit.
- 1.4. Completion of Service: IMAGTOR is deemed to have completed Service if Client does not send any claims/ requests for modification via email/phone to IMAGTOR or communication in person with IMAGTOR within 12 (twelve) hours from the date of Product handover. Upon complaint/request for modification Product, Client needs to provide basis for IMAGTOR's consideration, IMAGTOR shall not handle any claims/requests for modification without valid basis.
- 1.5. Time and/or other conditions of Service can be changed in the following cases:
 - a. Due to the agreement of both Parties; or
 - b. Due to Force Majeure Event (as defined below); or
 - c. Due to the requirement of Client via letter/ email/ message.
- 1.6. Terms of Service provision
 - a. Standard time for delivering Product is set based on specific services as well as Client's needs and agreed by IMAGTOR and Client. IMAGTOR may require an additional fee if Client wishes to receive Product for order(s) earlier than standard delivery commitment.
 - b. IMAGTOR is responsible for re-processing any Products that is not appropriate for agreement between Parties within 30 (thirty) days from the date that IMAGTOR delivers Product. If Client makes a request for modification beyond the Parties' agreement, IMAGTOR shall charge additional fee for such orders and notify Client in advance.
 - c. Replacing input information (input): IMAGTOR does not agree to replace input when Product has been completed and/or delivered to Client. Client agrees that Client is solely responsible for the consequence caused by sending incorrect input to IMAGTOR.
 - d. Backing up and storing data: All files confirmed and sent by Client to IMAGTOR and files completed by IMAGTOR shall be stored within 30 (thirty) days after the date such order is delivered for the purpose of accommodating any requests of modification. Files uploaded to IMAGTOR's system without any confirmation from Clients shall be stored within 15 (fifteen) days.
- 1.7. Time to provide Service

IMAGTOR provides Service 24/24 from Monday to Friday; On Saturday, IMAGTOR stops working from 09:30 pm (GMT+7). For orders sent after 12 p.m on Saturday, IMAGTOR shall implement and deliver Product on Monday of the next working week depending on the TAT of each service.

ARTICLE 2. SERVICE FEE AND PAYMENT

- 2.1. Service Fee is calculated based on Service request of Client and the price list according to the Policy of IMAGTOR, the fee specified in the price list excluding Value-Added Tax (if any). If Products are not listed in the price list: Price and time for implementing shall be agreed by both Parties in advance. The price list is sent via email and confirmed by Client.
- 2.2. Service Fee is non-refundable, unless approved by IMAGTOR.
- 2.3. Payment term

- a. Before the 25th and 10th of every month if Client makes payment to IMAGTOR once every 15 days;
 - b. Before the 15th of every month if Client makes payment to IMAGTOR once every month.
- 2.4. Payment process
- a. IMAGTOR sends Client: Invoice.
 - b. Within 04 (four) working days after IMAGTOR sending documents specified in Point a Clause 2.4 Article 2 herein, if Client has any concerns, Client sends his or her opinion on the above documents to IMAGTOR. If Client sends his or her disagreement to IMAGTOR within the above term, Parties shall crosscheck the information. If there is no agreement within 02 (two) working days from the date of crosschecking, IMAGTOR shall send the final result based on IMAGTOR's tracking system of transaction/document and Client makes payment to IMAGTOR based on that result.
 - c. If the above time limit is exceeded and Client does not send any opinions to IMAGTOR or Client sends his or her agreement, Client is obliged to pay IMAGTOR according to the Invoice sent by IMAGTOR.
- 2.5. Payment methods. Client pays IMAGTOR via bank transfer or OnePAY Online payment gateway. IMAGTOR's information of the bank account is specified at the beginning of this Contract. Costs for making payments shall be borne by Client.
- 2.6. Handling the case of late payment. Client understands that if Client makes a late payment, Client shall pay 0.05% of the amount of the late payment per day to IMAGTOR, except for the case of late payment under the circumstances specified in Article 8 of this Contract.

ARTICLE 3. ARTICLE 3: RIGHTS AND OBLIGATIONS OF IMAGTOR

- 3.1. Providing Service under the terms and conditions set forth herein.
- 3.2. Ensuring the quality and progress of Service as prescribed.
- 3.3. Having the right to refuse to provide Service if considering the input provided by Client relating to religion insult, ethic violation, law violation and be dangerous to the community.
- 3.4. Requesting Client to provide sufficient information and document to provide Service.
- 3.5. Other rights and obligations set forth herein.

ARTICLE 4. RIGHTS AND OBLIGATIONS OF CLIENT

- 4.1. Receiving images and videos edited in accordance with this Contract.
- 4.2. If IMAGTOR does not perform Service properly as prescribed, Client has the right to request IMAGTOR to do properly according to this Contract.
- 4.3. Being obliged to pay IMAGTOR fully and on time as prescribed.
- 4.4. Providing sufficient documents and the correct adequate information in proportion to reality as required by IMAGTOR for IMAGTOR to perform Service. Client agrees to be solely responsible in case of failing to fulfill this obligation.
- 4.5. Taking necessary actions to assist IMAGTOR in completing the Service, including: providing information and documents; signing documents; making payment on time etc. as required by IMAGTOR.



- 4.6. Notifying IMAGTOR at least 02 (two) working days in advance or as soon as possible of any events that may affect the implementation of Service.
- 4.7. Other rights and obligations as set forth herein.

ARTICLE 5. CLIENT'S COMMITMENTS RELATED TO THE PROVISION OF DOCUMENTS UPON USING THE SERVICE

When using Service, Client agrees that Client shall not post, provide or send any materials or contain any materials as follows:

- 5.1. Any materials that is threatening, defamatory, abusive or inappropriate or able to lead to civil or criminal liability under applicable law;
- 5.2. Any materials may violate the rights of privacy, publicity, copyright or other intellectual property rights without the consent of the rights holder and those (or their parents or legal guardians, if any) who appeared in the materials if any;
- 5.3. Any materials that is sent from an anonymous or false address;
- 5.4. Any materials that promotes fanaticism, racism, hatred or harm against any individual or group;
- 5.5. Any materials contain a software virus or any other computer codes, files or programs designed to interrupt, destroy, or restrict the functionality of any computer software or hardware, or any telecommunication equipments.
- 5.6. Other material/information that contains contents violating the law, ethical rules.

ARTICLE 6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL

6.1. Intellectual property rights

- a. Intellectual property rights of the materials and Products which are provided by Client belong to Client solely unless Client has agreed with a third party regarding this right. In regards to the revenue and benefits received from the production and circulation of all Products and Services ordered under this Contract, IMAGTOR acknowledges and agrees that IMAGTOR does not have, and shall not claim any rights, including ownership or interest derived from the Product.
- b. Not depending on the level of completion of Product, IMAGTOR shall transfer ownership of Product(s) that IMAGTOR is performing to Client in proportion to the level of completion of Product(s) hereunder. IMAGTOR shall retain ownership of Product(s) which are handed over until IMAGTOR has received the Service Fee in full and other costs that Client is obligated to pay to IMAGTOR hereunder.
- c. During and after the term of this Contract, Client exempts IMAGTOR as well as all employees, managers, and partners of IMAGTOR from any allegations, claims relating to the use of Product. Client has a responsibility, explains (if any) and resolves all claims/disputes/requests for compensation from third parties relating to the use of Product.

6.2. Confidential

- a. Confidential Information means any information belonging to ownership and confidential of a Party, which relating to a Party or any of such Party's clients/partners, business secrets, technology, design, intellectual property rights, documentation, instructions, budget, financial

status or information, accounts, client lists, supplier lists, marketing research, drawings, notes and memorandums includes information that is marked as confidential by a Party or is intended to be exclusively disclosed to the recipient and includes any information obtained or disclosed to the Parties related to this Contract.

- b. The recipient of Confidential Information (the "Recipient") warrants to a Party who provides Confidential Information ("Disclosure Party") that Recipient shall not use or disclose to any third party Confidential Information of a Disclosure Party without written consent of Disclosure Party.
- c. Notwithstanding the foregoing, Parties agree that the information shall not be deemed Confidential Information and Recipient shall not be liable to keep it confidential if that information: i) has been known by Recipient or disclosed to Recipient by a third party who is not obliged to keep Disclosure Party's information confidential; or ii) is known publicly without any wrong behaviors by Recipient, the representative of Recipient; or iii) is developed independently by Recipient without consulting from any Confidential Information of Disclosure Party; or iv) is approved for publication (and only to the extent approved) by Disclosure Party; or v) is disclosed to Recipient's employee, advisor or attorney who needs Confidential Information to perform Disclosure Party's work. Recipient warrants that these persons shall also perform the Information Confidentiality obligations in this Article or vi) is disclosed at the request of a court or government agency or law provisions.
- d. Upon the termination of the Contract, IMAGTOR shall return to Client or destroy any Confidential Information provided by Client upon Client's request. IMAGTOR undertakes that after providing Product to Client, all data shall be deleted from IMAGTOR's server within 30 (thirty) days from the date of delivery of the Product.

ARTICLE 7. TERM AND TERMINATION OF THE CONTRACT

7.1. This Contract is terminated under one of the following cases:

- a. Parties agree to terminate Contract;
- b. A Party goes bankrupt or is dissolved or is terminated its operation in accordance with the law.
- c. A Party unilaterally terminates this Contract by notifying to the other Party 15 (fifteen) days in advance.
- d. A Party unilaterally terminates Contract in accordance with Clause 7.3 Article 7 of this Contract.
- e. Other cases as prescribed by law.

7.2. IMAGTOR reserves the right to suspend the performance of Contract upon notification to Client in one of the following cases:

- a. Due to Force Majeure Event.
- b. Delays and obstacles caused by Client that affect IMAGTOR's performance of the Service hereunder.
- c. Client fails to make payment on time as prescribed.

- 7.3. In case that a Party fails to remedy the breach and/or complete the remedy within 5 (five) working days from the date receiving the notice of breach from the other Party; or the breach is incurable; or the breach remains, the aggrieved Party shall be entitled to:
- a. Unilaterally terminate the Contract.
 - b. Suspend the Contract.
 - c. Require compensation for damage in accordance with the laws of Vietnam.

ARTICLE 8. DISCLAIMERS FOR VIOLATION

- 8.1. The Party breaching Contract shall be exempted from the liability in the following cases:
- a. A Force Majeure Event occurs.
 - b. The breach of a Party is entirely due to the fault of the other Party.
 - c. A Party's violation is due to the implementation of a decision of a competent state authority that Parties could not know at the time of entering into this Contract.
- 8.2. The Party that breached the Contract is obliged to:
- a. Prove their violation falls under the exemption(s) stated in Clause 8.1 Article 8 of this Contract.
 - b. The violating Party has notified the other Party within 7 (seven) days from the date of the occurrence or acknowledgment the event specified in Clause 8.1 Article 8 of this Contract.
- 8.3. Force Majeure Event is an event occurring objectively that cannot be foreseen and cannot be remedied despite all necessary measures and permissible ability. Force Majeure Events include but are not limited to: (i) Natural disasters, earthquakes, floods, storms, explosions, fires and natural disasters; (ii) War, action against government, terrorism, epidemic, riot, strike and demonstration; (iii) Actions and decisions of competent authorities in Vietnam such as embargo or change of policy or withdrawal of operating license.

ARTICLE 9. MISCELLANEOUS

- 9.1. This Contract is governed by the laws of Vietnam.
- 9.2. If any disputes arise, Parties agree to make all efforts to negotiate on the issues with the aim of reaching a companionable solution in a spirit of respect for mutual interests. The maximum time for negotiation and mediation is 30 (thirty) days from the day that the dispute arises. In case the Parties fail to reach an agreement through negotiation, each Party has the right to request the competent Court in Vietnam to resolve the dispute.
- 9.3. Unless receiving the other Party's written consent, a Party shall not unilaterally assign or transfer Contract.
- 9.4. Each Party commits that such Party fully meets the requirements of law to enter into and perform this Contract without breaching any provisions of applicable laws or internal regulations of Parties.
- 9.5. If a Party has a division, separation, consolidation, merger, change of nature, change of business form or any other changes related to ownership, management or administration of each Party, the terms agreed herein shall not be affected and still binding on assignor(s).



9.6. Any notices and other communications of Parties shall be deemed valid and effective only if one of the Parties sends via email or makes a call to the following addresses:

a. To IMAGTOR:

For any questions related to existing orders and newly arising services:

Phone number: +84 (0)243 878 2888; Email: cs@imagtor.com

For any questions related to invoices and payments:

Phone number: +84 (0)243 878 2888; Email: accounting@imagtor.com

b. To Clients: Phone number: _____; Email: _____.

9.7. Parties have carefully read and reviewed all terms hereof and agreed that all restrictions given are fair and reasonable to protect the interests of the Parties.

9.8. Titles and headings to sections herein are inserted for the convenience of reference only and are not deemed to be a part of or to affect the meaning or interpretation of this Contract.

9.9. This Contract may be entered into by a Party signing for confirmation and sending it to the other Party via: email or post.

9.10. In case this Contract is made in Vietnamese and English and there is a discrepancy between Vietnamese and English content, the English part shall prevail.

9.11. Any change and/ or supplement relating to this Contract can be made via a signed annex or confirmation email. Such agreement (if any) shall be as valid as the contents of this Contract.

Confirmation by Parties:

THE REPRESENTATIVE OF IMAGTOR

(Title: Director)

**THE REPRESENTATIVE OF
CLIENT**

(Title: _____)

ĐÀM QUANG HUYNH
