

Sent by email

Ho Chi Minh City, _____ [*], 2019

Respectively to: [*]
[*]
[*], Vietnam

Attention: [*], [*]

Re: LETTER OF SERVICES PROPOSAL
Legal Retainer Services

Dear [Sir]/[Madam],

Thank for placing your trust in our services.

Outlined below are our proposed terms, conditions and provision of services for your consideration and acceptance.

Your formal confirmation and acceptance of the terms and conditions – by providing your signature on the enclosed form - is much appreciated if you would set out in this Letter of Services Proposal and our Terms of Business by signing and returning the enclosed copy.

Please let me know as soon as possible if there are any issues which you would like to discuss further.

Best regards,

For and on behalf of CNC

Le The Hung | Partner | Director

1. Background Information

- 1.1. CNC Vietnam Law Firm (“CNC”), is a competent, full-service, independent law firm licensed to practice law in Vietnam and fully qualified to facilitate Clients in this Service arrangement. CNC is among Vietnam’s most prominent, and represents a broad range of international and

domestic clients, including well-known Vietnamese companies on a variety of business and investment matters.

- 1.2. [*] (the “Client”), is seeking to retain CNC to provide Legal Retainer Services (the “Services”) for which the Scope of Services defined below.

2. Scope of Services

- 2.1. Our Scope of Services (the “**Services**”) under this Letter of Services Proposal shall include:

- (i) Review and advise on all agreements, contracts and legal/contractual documents related to Client’s business operation in Vietnam;
- (ii) Prepare and answer or provide legal advice/memos to specified matters/inquiries made by the Client to ensure appropriate operation and compliance with prevailing laws;
- (iii) Advise and clarify ambiguities and/or discrepancies found among various laws and regulations and/or their application to the Client’s business; and
- (iv) Provide legal updates that the Client may need to be aware of.

- 2.2. For the purpose of this Letter of Services Proposal, the Services does not include the following matters which are considered as a separate transaction (the “Additional Services”), namely:

- (i) Draft of templates with respect to any contractual documents, e.g. a set template of sales contract; a set template of employment agreement; a set template of construction contract; etc.;
- (ii) Licensing matters, e.g. amendment to Client’s Investment Registration Certificate (“IRC”), Enterprise Registration Certificate (“ERC”), sub-license for Client’s operations; and
- (iii) Dispute resolution, including any matters pertaining to debt collection, litigation, arbitration, other dispute resettlement.

- 2.3. CNC will diligently inform the Client of any and all progress and explain any issues that may arise in relation to our Services.

3. Staffing and Resources

- 3.1. The Supervising Partner <NAME> with overall responsibility for managing the Attorney/Client relationship with respect to Services, including the conduct and supervision of any and all particular matters with which CNC undertakes for the Client within this Letter of Services Proposal.



- 3.2. Please feel free to contact the Supervising Partner at any time about any aspect of the Services.
- 3.3. Our colleagues, as outlined below, may work with the Managing Partner in the execution of the Services:

Name	Position
[*]	Partner
[*]	Senior Associate
[*]	Associate

- 3.4. In addition to, or in substitution for, the aforementioned information, CNC will involve additional persons as CNC considers necessary to carry out Client instructions/inquiries.
- 3.5. Further details as to how CNC intend to deal in general with the staff performing the Services are contained in our Terms of Business referred to in paragraph 6 below.

4. Service Fees

- 4.1. In consideration of Services rendered by CNC, [*] agrees to pay the CNC monthly fee (“**Monthly Fee**”) of VND [●] ([●] Vietnamese Dong) for and **limit of [●] ([●]) working hours of CNCs’ lawyers (“Hour Limit”)**.
- 4.2. Notwithstanding the provisions outlined in Article 4.1 as stated above, in the event that the volume of work instructed by the Client during the month requires CNC to work beyond the Hour Limit, the Client will provide remuneration at the preferred fixed rate of VND [●] per hour in excess of the Hour Limit and irrespective of the seniority of lawyers involved in such extraneous work.
- 4.3. CNC lawyers bill by the hour via a timesheet which expresses monthly, client dedicated hours, which are calculated with respect all relevantly assigned lawyers. Billing statements are sent to Clients at the end of each month.
- 4.4. In the event of an unused Hour Limit within the respective month, the remaining Hour Limit will be carried forward to subsequent months within three (03) consecutive months. After this, three (03) contiguous months as of the effective date of the Contract (or any subsequent three months thereof), remaining hours will be automatically liquidated.
- 4.5. The legal fees stated in this Letter of Services Proposal are exclusive of:
- (i) VAT (10%);
 - (ii) government fees (if any);



- (iii) travelling, international telecommunications expenses (phone, fax and post), and accommodation costs; and
 - (iv) Other reimbursement fees incurred by CNC based upon appropriate and reasonable evidence or receipts.
- 4.6. The Client shall pay the Fees as stated in this Letter of Services Proposal within, but no later than, fifteen (15) working days from the Client receipt date of the CNC Debit Note via bank transfer (EFT – Electronic Funds Transfer) to an account designated by CNC in such Debit Note the end of every month. Please note Paragraph 6 of our Terms of Business which outlines our billing procedures.
- 4.7. Legal Fees are payable by Client under this Letter of Services Proposal and exclude any fees for Additional Services (if any) that fall outside the Scope of Services described herein. If Additional Services are required, CNC is obligated to inform the Client prior to any commencement of such Additional Services. Fees imposed, are negotiable and agreed upon by the Client and CNC.
- 4.8. Our agreement to undertake our respective Scope of Services is subject to the following conditions:
- (i) All documents are not substantially negotiated;
 - (ii) There shall be no unforeseen difficulties arising with respect to regulations/instructions of Vietnamese authority;
 - (iii) This transaction DOES NOT change or expand from that which is set out in this Letter of Services Proposal;
 - (iv) Legal work that may be otherwise required in connection with other documents or jurisdictions, IS NOT included;
 - (v) Counsel are not involved in providing detailed advice on ancillary matters or in negotiating the terms of the documents or opinions; and
 - (vi) Legal Fees are paid as a condition precedent. Please note Paragraph 4 of our Terms of Business.

5. Conflicts

- 5.1. Please note that Paragraph 15 of our Terms of Business which specifically outlines our procedures relating to conflicts.

6. Terms of Business

- 6.1. Additionally note that our attached Terms of Business form part of this Letter of Services

Proposal. If the terms and conditions set out in this Letter of Services Proposal conflict with those contained in our Terms of Business, the provisions of this Letter of Services Proposal prevails.

7. Validity

- 7.1. This Letter of Services Proposal shall become effective upon the date of signing and is subject to Article 11, Annex 1 and is effective for 6 (six) months. Further, the consulting period may be extended upon the expiration date of the first term provided a letter from the Client agreeing such extension has been received.

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ACKNOWLEDGMENT

I, Mrs./Mr. _____ in the capacity of _____ of _____, confirm the acceptance of the Terms and Conditions contained herein and hereby in this Letter of Services Proposal.

By signing on this Letter of Service Proposal, [*] commit to the terms and conditions of this Letter of Service Proposal.

Signature: _____

Name: _____

Title: _____

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ANNEX 1

TERMS OF BUSINESS FOR NEW AND EXISTING CLIENTS

The following terms and conditions, as modified by any subsequent variation notified to the Client in writing, applies to the provision of services as rendered by CNC (“CNC” or “us”) to the Client(s) except to the extent that CNC and the Client agree otherwise in writing.

For the purposes of these Terms of Business, each matter in respect of which CNC provides Services to the Client is a “**Transaction/Matter**”.

“CNC” and/or the “Firm” (however expressed) are deemed the same as CNC Vietnam Law Firm (whose office is located at 3rd Floor, Sacombank Building, 63B Calmette Street, Nguyen Thai Binh Ward, District 1, Ho Chi Minh City, Vietnam), and

The Client means the person named as the Client in the Letter of Services Proposal and the legal successors entrusted to this person(s).

1. Our Client

- 1.1. Our duty of care is to our Client(s) as named in the Letter of Services Proposal, and advice is given to our clients only. No other entity or entities should rely on the advice without our express written consent.

2. The Engagement

- 2.1. The engagement in relation to each Transaction/Matter will be agreed upon between the Client and CNC from time to time. CNC will not undertake any other tasks unless specified in the Letter of Services Proposal or in subsequent written instructions from the Client(s).

3. Advisors

- 3.1. If CNC considers it necessary to instruct any other advisors in the context of the Transaction/Matter, CNC will advise the Client of their appointment in advance. When CNC instructs advisors on the Client’s behalf, the Client will be directly responsible for all charges (without any additional mark-up by CNC) including any fees, other services, disbursements, goods and services tax, and any interest. CNC will not accept liability for any acts, errors or

omissions of any such persons with the exception being that such acts, errors or omissions are the direct fault of CNC.

4. Fees

- 4.1. Our fees for professional services related to a Transaction/Matter will be agreed upon between the Client and CNC from time to time.
- 4.2. Unless otherwise agreed, it is stated in the Letter of Services Proposal, that CNC will charge for the actual costs of:
 - (i) Printing, photocopying, telephone calls, faxes, and non-legal work which may be outsourced by us (e.g. bulk printing and binding); and
 - (ii) Time spent travelling at the Client's instruction for the purpose of the Transaction/Matter.
- 4.3. During the course of acting for the Client, CNC may also incur expenses on the Client's behalf. Unless otherwise agreed upon in the Letter of Services Proposal, these expenses will be assumed by the Client, and may include:
 - (i) disbursements (i.e. third-party expenses, for example, stamp duty, lodgement/registration fees, external search fees, court filing fees, and include transport, courier and postage charges) and business travel (or equivalent) expenses which CNC may incur; and
 - (ii) Costs and charges of counsel, experts and accountants (or similar providers of services), with whom CNC may have engaged with the Client's agreement to provide services on Client's behalf.
 - (iii) Any reasonable costs related to this Clause shall be incurred with the Client's prior consent.

5. Funds to Account

- 5.1. CNC may ask the Client for funds on account to cover our costs or the costs of foreign lawyers or other professionals, including court hearing fees, appeals, etc. The Client will be informed in advance. When funds on account are requested, payment of those funds must be made in order for us to initiate any action for the Client. If for any reason those funds are not provided, CNC may choose to cease representation of the Client upon giving the appropriate notice (refer to paragraph 11).
- 5.2. Monies paid on account will be kept in CNC's account. CNC will inform the Client of the current balance from time to time. CNC will refund the Client any and all excess funds on

account after our final invoice is rendered and paid in full.

6. Billing

- 6.1. CNC will submit invoices in accordance with arrangements as the Client and CNC agree upon from time to time or otherwise at intervals that CNC considers appropriate. Each bill will include a description of the work undertaken in a form satisfactory to the Client.
- 6.2. It is dependent on provisions of the Letter of Services Proposal, but our general practice is to issue our bills in Vietnam Dong or US Dollars. CNC will try to issue our bills in US Dollars and use a fixed rate of exchange that will be specified at the time of billing.
- 6.3. Please note, where relevant, international travel costs will be billed at the end of the Transaction/Matter and will be substantiated.

7. Interest for Late Payment

- 7.1. Unless otherwise agreed upon, accounts (with the exception of accounts under dispute and/or clarification) will be settled not later than fifteen (15) working days from the date that the Client receives an official CNC invoice. CNC reserves the right to charge interest at 18-percent (18%) per annum on invoices not paid within the aforementioned time.

8. Communications

- 7.2. Unless the Client informs us to the contrary, CNC will communicate, without prior reference back to Client and directly with those individuals (including members of Client's staff or Client's other advisers) CNC consider appropriate and who CNC reasonably believes are involved in the Transaction/Matter and can assist in the provision of our services from time to time and may communicate with them and with any other relevant party by whatever means (including e-mail). Unless the Client informs us to the contrary, CNC will assume that the Client consent to us communicating with the Client about the Client's matter by e-mail.

9. Files

- 9.1. The Client agrees that CNC may destroy our paper files (other than Client's papers in which the Client has asked us to return to the Client or to someone else) no earlier than one (01) year after sending the Client the final invoice on the matter and written notification is sent to inform the Client of such.
- 9.2. Notwithstanding the above paragraph, CNC agrees to comply with all applicable data protection legislation in accordance with the laws of Vietnam.

10. Copyright

- 10.1. CNC retains copyrights and all other relevant intellectual property rights in our work products and the Client will have an irrevocable license to use and make copies of the documents CNC prepared for the purposes of the Transaction/Matter but not for other matters (unless otherwise agreed upon).

11. Termination

- 11.1. The Client may terminate our engagements at any time by providing a notice of termination not less than thirty (30) days' in advance to us. CNC may terminate their appointment by providing a notice of termination of not less than thirty (30) days' in advance to the Client. In either case, the Client remains responsible for remuneration of our fees and expenses for completed work up to and including the point of termination. CNC shall return to the Client all of the Client's original paper documents and files in hard and soft copies with all up-to-date deliverables for work completed up to and including the point of termination and an updated status of the engagement to the Client prior to the disbursement of the final payment.

12. Money Laundering/Terrorism Financing

- 12.1. CNC is subject to Vietnamese laws and other applicable laws and regulations on money laundering and terrorism financing. In order to fulfil our obligations under the law, CNC may ask the Client to provide us with verification of the Client's identity (and, where relevant, the identity of the Client's officers) and/or other relevant information (including evidence of source and ownership of funds), both at the outset of our relationship with the Client and at various times throughout our relationship, which the Client agrees to promptly provide to us upon request.

13. Third Party Rights

- 13.1. A person who is not a party to the agreement constituting our engagement (this "agreement") has no right to enforce any term of this agreement.

14. Governing law and Arbitration

- 14.1. The Letter of Services Proposal is governed under the provisions of the laws of Vietnam.
- 14.2. All disputes arising out of, or in connection with this agreement shall be first settled through

amicable negotiation between the Parties. If a settlement is not realized within fourteen (14) days of the dispute, such dispute shall be finally settled by the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry in accordance with its Rules of Arbitration.

- 14.3. Number of arbitrators shall be three (03).
- 14.4. Place of the arbitration shall be Ho Chi Minh City, Vietnam.
- 14.5. Language of the arbitration shall be English.

15. Conflicts

- 15.1. CNC employs strict procedures designed to prevent our acting for one client in a manner in which there is a significant risk of conflict of interest with another client. Upon the receipt of information regarding prospective matters, an audit for potential conflicts is conducted upon the entry of relevant data into our practice management system.
- 15.2. In an effort to allow us to conduct this conflict check, it is important that Client identify and communicate to us all persons and entities that are or may become involved in the Transaction/Matter. If Clients are aware, or become aware, of a possible conflict, please raise it immediately with the partner responsible for the Transaction/Matter or any other partner of the Firm. If a conflict of this nature arises, Client agree it will be up to us, taking account of legal constraints, applicable professional rules and Client's and the other client's interests and wishes to decide whether CNC should continue to act for both parties, for one only, or for neither.
- 15.3. In certain cases, CNC may have more than one client actually or potentially interested in the same subject matter of a Transaction/Matter (for example, clients interested in the acquisition of a company being put up for sale by auction or interested in tendering for a contract). In such cases, the Client agrees that CNC are free to act for more than one client in relation to the same matter, subject to our maintaining client confidentiality in respect of each client for whom CNC desires to act. CNC will not be able to inform the Client of the fact pertaining to our being instructed by (an) other client(s) nor to give the Client any information about the identity of any other client(s) or its/their interest in the Transaction/Matter or any pertinent details, without appropriate consent. In this situation, the other client(s) would be advised by an entirely separate legal team.

16. Confidentiality

- 16.1. CNC respects the confidential nature of any and all information that CNC receives from the Client and the Client's other advisers while acting for the Client and will not disclose any

such information to anyone without the Client's prior consent, except in the following circumstances:

- (i) where CNC are required to do so by any applicable law or regulation, or professional rules or guidelines applicable to us or by order of a competent court anywhere in the world, but in each case only to the extent and for the purpose of such disclosure and having taken, where practicable and at the Client's expense, any action which the Client may reasonably request to contest the disclosure; and
- (ii) to anyone (including Client's other advisers, professional or otherwise and Partners or staff working at the Firm, including contractors or third-party providers hired by us) where CNC considers that it is appropriate for that person to know such confidential information in order to assist in the conduct of the Transaction/Matter, provided such persons are bound by the same or similar confidentiality obligations prior to disclosure.

16.3. Confidentiality obligations shall survive the termination of the Letter of Services Proposal.

17. Service Quality

17.1. Any dissatisfaction, on behalf of the Client, with any element of our Service, the Client encouraged to contact the partner responsible for the Transaction/Matter, the head of the relevant department, or our Managing Partner who will be happy to discuss the matter with the Client and, if appropriate, initiate our client grievance procedure.

18. Entire Agreement

18.1. The Letter of Services Proposal, along with the attached Terms of Business for New and Existing Clients, constitute the sole and entire agreement of the Parties with respect to our engagement contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties – both verbally and in writing - with respect to such subject matter.

18.2. The Letter of Services Proposal and any attached terms and conditions may only be amended, modified or supplemented by an agreement between CNC and the Client in writing.

19. Counterparts

19.1. The Letter of Services Proposal may be executed in counterparts, each of which shall be deemed as original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Letter of Services Proposal delivered by facsimile, email, or

other means of electronic transmission shall be deemed to have the same legal effect as the delivery of an original signed copy of this Agreement.

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