

TÂN TẠO GROUP COMPANY HANDBOOK

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SUBJECT: GENERAL POLICIES

1. INTRODUCTION

Tan Tao Group, (the “Group”) is committed to the highest standards in operation of all aspects of its Human Resources functions. In this regard, the Group will have an Company Handbook to guidelines for the Group’s employer/employee relations. The Company Handbook is distributed to each employee.

2. PURPOSE

The successful implementation of human resource management is an important component of the Group’s mission; more importantly to contribute to the motivation and achievement of long- term excellence by each Employee and Subsidiary Companies.

The Company Handbook will provides regulations and policies to observe the supply-demand rules of the labor market in order to create favorable conditions to attract talented individuals having management and technical expertise; to adapt, modernize and improve productivity and efficiency of the Group; to motivate employees in focusing on successful implementation of the Group’s missions; to generate positive change in each subsidiary companies and the entire Group accordingly.

The Company Handbook provides guidelines for the regulations of salary and allowances, with special consideration to existing market conditions and remote locations recruitments. As well, provides guidelines for salary review, reward and compensation, seniority and annual leaves.

The Company Handbook replaces any previous understanding, practice, manual, handbook, policy or representation concerning the subject matters addressed in this Handbook and may not be amended or added to without the express written approval by the Management Board and such amendment shall thereafter sent be for approval by the relevant authorities (if required) before coming into Through the use of this Handbook, it is the Group’s purpose to clarify the privileges and responsibilities of its employees.

Each Employee has to devote his/her best effort to the Branch’s interest and, in cooperation with fellow Employees to comply with all instructions and directions from his/her supervisor/manager and discharge all assigned duties as may be in effect from time to time. Each Employee is expected to serve the Group faithfully and diligently in whatever capacity the Employee may from time to time be called upon, or directed, to serve. It is to be understood that, in order to conduct business efficiently and to utilize fully the abilities of Employees, assigned responsibilities and place of work may be altered at the Group’s discretion.

Each Employee shall observe all the Rules and Regulations which are promulgated by the Government as well as the Terms of Employment which are presently in force, or they may be amendatory from time to time due to the necessity.

3. USE OF THE HANDBOOK

Employees are required to read, understand, and comply with all provisions of this Handbook. It describes many employee responsibilities and outlines some of the programs developed by the Group to benefit its employees.

This Handbook provides guidelines and not inflexible rules; no Company Handbook can anticipate every circumstance or question about policy. The Group reserves the right to modify or rescind any policies, benefits or practices described in the Handbook at any time without prior notice to its employees provided that such modification or rescission must be approved by the relevant authorities (if required).

4. ADMINISTRATION

Overall responsibility for development and administration of the Branch's Human Resources functions and administration of this Company Handbook will be the responsibility of the Branch's Human Resources Department ("HR Department")

SUBJECT: GENERAL STATEMENT OF HUMAN RESOURCES POLICIES

The principle objective of the Group's Human Resources function is to manage and develop an employee whose efficiency, loyalty and teamwork will make the Group a progressive and effective organization.

With the continued growth of the Group, it is important that every employee be thoroughly familiar with our Human Resources policies.

An employee well informed of the Group's policies and with the real spirit of teamwork will accomplish this objective. Complete teamwork involves effort and cooperation by Management and every member of our organization.

SUBJECT: CULTURE OF THE GROUP

At Tan Tao, we are committed to building a culture of professionalism by implementing policies that create an environment of mutual cooperation, mutual understanding and mutual respect among employees and Board of Management. To build and create an informal, friendly, cooperative, close-knit and adaptive environment which is actively responsive to the working relationship between Employees and Management, Departments and Divisions.

In addition, the Group commits to building a culture of entrepreneurship whereby employees are encouraged to contribute to the continual success of the Group; and to continually improve on the quality of customer service to clients.

The Group concretely commits:

- To regularly pay attention to working and living conditions of all employees. To discover, in time, any difficulties at work, in family life, innermost feelings and sentiments of employees; to provide supportive encouragement and practical assistance, as necessary, to avoid disruption of productivity of the employee, finally, to promote work-life balance

- To engage in open, objective and fair dialogue between employees and management in order to maintain productivity.
- To build a proud work force, instill pride in all employees at the Group and its' subsidiaries. All employee will have comprehensive knowledge of the history and development of the Group and its' subsidiaries. To take pride in his/her position, in work and results.
- To develop an open sharing of knowledge and understanding of the future goals of the Group, thus, forging committed contributions to build and develop toward the Group's success.
- To build a professional and modern working environment, including dress code, work place behaviors and communication. To build an environment committed to promoting dignity of work with open and flexible communications to problem solving. To foster an environment of respect and responsive to solve and satisfy clients' needs.
- To build a close, cooperative and supportive relationship among the Departments and Divisions within the Group and its' subsidiaries. To build a friendly relationships among employees: greet thoughtfully when meeting each other, willing to support each other in difficulties and misfortune, to have the sense of mutual affection, interdependence, and moral attachment in life, and to actively participate in charitable social work for the benefit the community.
- To build the good relationship and communication between the management and employees. Employees should respect and follow through on the missions assigned and management team; and management should pay special attention to encourage and mobilize employees' working spirit, to uphold the employees' ability, inspire the employees' confidence, and excitement to excel.
- To build the close relationship between the Subsidiary Companies of the Group to jointly carry out the business Strategy of the Group. To build a cooperative and positive relationship among the Executive Board of the Companies, Departments, Divisions and employees to support each other in common missions of the Group.

SUBJECT: INTERNAL LABOR REGULATION (ILR)

Every employee must conduct themselves so that there can be no opportunity for unfavorable reflection upon the Group, either expressed or implied. The use of common sense, good ethical standards and discretion should guide you in proper conduct. Failure to maintain reasonable standards is cause for discipline up to and including dismissal as regulated in this Company Handbook and in accordance with the Internal Labor Regulation.

The Group has developed a non-exhaustive set of conduct requirements entitled its ILR, which all employees are expected to follow. Each employee is expected and required to read the ILR and comply with the requirements described. Failure to follow any of the requirements set forth in the ILR is cause for discipline up to and including dismissal as regulated in this Company Handbook and in accordance with the Internal Labor Regulation.

1. CONFLICT OF INTEREST POLICY

Should a situation arise in which it appears that an individual's personal activity creates an actual or perceived conflict with his/her responsibilities on the job, employees and managers should seek the advice and counsel of the Human Resources Department to resolve the conflict. The Group will take action when the Group deems there is an actual or perceived Group interest at risk.

Employees are encouraged to seek guidance when there is a conflict of interest, which needs to be addressed. If you are uncomfortable speaking with your immediate supervisor, feel free to consult the Human Resources Department.

2. APPEARANCE AND DRESS CODE

Professional/business attire is necessary to uphold the Group's image, and vitally important for a good relationship with our professional level of clientele. Therefore, our dress code remains at a professional level.

The following guidelines should be observed at all times.

WOMEN We encourage all female employees to wear well coordinated, professional looking outfits.

(A) Suits, pantsuits, dresses, blouses, skirts, or slacks are acceptable; no leather skirts or pants, sun-dress, halter/tank tops, spaghetti straps, Hawaiian shirts, mid-drift, t-shirts, fleece tops or pants, jeans, Capri pants, shorts, leggings or miniskirts, clothing with slogans/advertisements or gym/beach attire.

(B) On special occasion, as required, Vietnamese traditional dress (ao dai).

Appropriate footwear consistent with points (A) and (B) is required; no sandals, clogs, athletic shoes or other similar types of inappropriate footwear during business hours.

MEN We expect all male employees to wear shirts and ties and encourage them to wear well coordinated, professional looking outfits.

(A) Suit or Sport jackets are preferred for those who are in the customer services areas.

(B) Dress slacks are appropriate, no jeans and no shorts.

(C) Light color long sleeve dress shirts are appropriate; dark colors shirts are not acceptable.

(D) Socks are required at all times; socks color should match with shoes color.

Appropriate footwear consistent with points (A) and (B) is required; no sandals, clogs, athletic shoes or other similar types of inappropriate footwear during business hours.

3. PERSONAL LETTERS, PUBLISHED ARTICLES, PUBLIC RELATIONS

Employees are prohibited from writing personal letters (both in paper and email) on Group's letterhead. Endorsements, testimonials, publications and participation in public affairs, particularly endorsements in some areas of public affairs, is prohibited and should only be undertaken by the Management Board, so they are not misinterpreted as endorsements by the Group.

Employees are prohibited from making any statements or comments to the media on the Group's behalf. All such comments and statements are controlled and managed by the Management Board. Employees are requested to use the name of the Group of their title or position only in execution of assigned responsibilities unless approval from the Management Board has been obtained in advance for other use.

4. INTERNET ACCESS

The Group prohibit all types of access and download from websites that content pornography, banned information, and other websites that are inappropriate to Vietnamese cultures.

During working hours, employee are not allowed to use any type of instant message or to play game.

For special cases serving business purposes (on-line interview, recruitment attraction) are required final approve by Board of Management.

IT Department will monitor and manage the compliance of this policy, and take proper action such as to approve or prohibit the access as necessary.

5. TELEPHONE CONDUCT

A good telephone manner is in the interest of the Group and shall be a matter of serious management attention. Employees are to:

- Be alert, pleasant, natural, and distinct.
- Answer promptly at the first ring. Prompt answering helps build a reputation of efficiency for you and the Group.
- Be friendly; give the client your undivided attention. If the customer waits on the line, "thank you for waiting" is a must when you return to the line. When a person calls and you put him/her on hold for any length of time, always check every 30 seconds or so as to let the caller know that he or she has not been forgotten. Always remember your "Thank you" and hang up gently.

Since much of the Group's business is conducted by telephone, personal calls, both incoming and outgoing must be held to a minimum. Personal long distance calls are not permitted.

SUBJECT: HIRING POLICIES

1. HIRING CONSIDERATIONS

It is the Group's policy to fill vacancies with the most competent person available, either presently employed or a new external hire. Fair and impartial consideration will be given to all applicants considering ability, potentiality, and suitability.

2. INFORMATION ABOUT EMPLOYEES

The Group needs to keep accurate and up-to-date record of its Employees. At the commencement of employment, Employee is required to submit the following documents to the Group.

1. Copy of Identification Card or Passport (notarized)
2. Application Form - Tan Tao Format
3. Certification of graduation or prospective graduation (notarized) ¹
4. Letters of recommendation (references) from individuals, satisfactory to the Group
5. Physician's Certificate of Health and health records (Initial employment is conditional upon a satisfactory level of health being reflected in the Physician's Certificate)
6. Household Certificate (including whole families) ²
7. The other documents, as the Branch deems necessary ³

Requirements applied for Foreign Employee:

- ¹ Minimum degree required (by Labour Law) is Bachelor Degree
- ² Will be replaced by Certificate of Temporary Residency
- ³ Required documents include: Criminal Check (notified from home country), Credit Check (required for a role in Finance)

Human Resources Department shall register for Work Permit only when receiving all required documents. The process takes 30 day to complete, and shall be longer when no certification of graduation is available. In such cases, and with approval of The Group, employee has to submit letter of Certified Employee from previous Employer in home country, proving at least 5 years of experience in management level. This letter only is valid if sealed by Employer and notarized by Foreign Affairs Department at home country.

3. INDUCTION AND ORIENTATION

Each new employee will be provided with the Group's Orientation, Company Handbook, including Confidentiality Policy. Each employee is required to read and comply with the Company Handbook. All questions should refer to his or her immediate supervisor or the Group's Human Resources Department.

Induction program is conducted by Human Resources Department on the 2nd Monday of every month at The Group's Head Office.

4. PROBATIONARY

All new employees are hired on a trial basis for 60 days. The probationary permits the new employees and the Group to evaluate and to replace those who do not measure up to the Group's standards. If the individual's service during this probation period is judged to meet the standards required for regular Employees, he/she will be notified of his/her acceptance, and eligibility for the privileges and responsibilities of a regular Employee.

During the probation period, the individual is not entitled to receive any benefits from the Group, including but not limited to annual leave, bonus, overtime payment etc. An individual on probation may be dismissed at any time if he/she has not been able to meet the standards required to perform his/her job in a satisfactory manner.

5. HIRING RELATIVES

It is the policy of the Group not to hire a close relative of an employee where one relative would supervise the other or have any influence over the other's employment, performance appraisal, salary, promotions or disciplinary actions or work in a job position in which a potential problem of safety, security, supervision, or morale could arise. For purposes of this policy, the term "close personal relative" includes spouses, siblings, children, parents, grandparents, parents-in-law, stepparents and stepchildren. All hiring of such relatives must have prior approval of the Board of Management.

If the marriage, transfer, promotion, or other circumstances of a current employee create a supervisory-subordinate relationship or a potential problem of safety, security, supervision, morale or conflict of interest, then the Group will attempt to transfer one of the employees to another available position for which he or she is qualified, if such a position is available. If the Group decides a transfer is not feasible, then the two employees will decide which person will be required to resign. If the employees cannot reach a decision, then the Group will take such action as best meets its business needs.

6. FRATERNIZATION

Personal relationships between supervisors and the employees they supervise often interfere with the efficient operation of the Group, as these relationships can form the basis for misunderstandings, complaints of favoritism, and even claims of sexual harassment. These relationships also can cause dissension and threaten to undermine employee morale. In order to avoid the perception of impropriety (regardless of the accuracy of the perception), the Group expects all supervisors to exercise good judgment about any relationship with a subordinate.

If a working relationship develops between employees where a close emotional, physical or romantic tie would cause a potential conflict in interest, such as where one employee supervises the other or has any influence over the other's employment, performance appraisal, salary, promotions or disciplinary actions or work in a job position in which a potential problem of safety security, supervision, or morale could arise, the Group will make a decision regarding job placement or transfer. It is the Group's strong preference that if any employee at the Group becomes involved with any other Group's employee as described above, that the employees not be located in close proximity to each other.

If the Group decides a transfer is not feasible, then the two employees will decide which person will be required to resign. If the employees cannot reach a decision, then the Group will take such action as best meets its business needs.

Supervisors may be subject to discipline if their workplace conduct is inconsistent with this policy. It is the responsibility of any supervisor or manager contemplating activities that might be covered by this policy to consult the Board of Management to obtain any desired clarification of whether this policy applies to the activity under consideration.

7. INTERNAL RECRUITMENT

The purpose of this policy is to promote a competitive working environment with wide-range of career opportunities for employee to develop, as well as to enhance employee branding.

7.1 Internal Applicants: employee can apply for vacancies recruited by the Group and/or by the Branches. The application must go through the Group's recruitment process monitored by HR Department. Note: employee is highly recommended to discuss with current Line Manager in order to avoiding any possible obstacles in terms of work load and human resources.

7.2 Employee Referral: employee can recommend suitable candidates for any vacancies recruited by The Group and/or the Branches. Recommended Candidate shall have to go through the Group's recruitment process. If candidate is recruited and successfully passes probationary period, the incentives applied for referred employee is defined as follows:

- Director, Manager level: 1,000,000 VND/successful case
- Expert, Supervisor level: 500,000 VND/successful case
- Others (general staff, general worker): recognition to be recorded in employee's monthly performance review.

SUBJECT: TRAINING POLICIES

GOALS AND OBJECTIVE

It is the policy of the Group to develop and improve professional knowledge and work behavior of its employees. Training and development is part of the strategic solution to create a competitive advantage, improve and enhance the capacity and efficiency of existing work-force, thereby improve the stability and dynamism of the Group.

Human resource training and developing have the effect of maintaining and improving the quality of manpower, satisfying the continual educational development aspiration and needs of the employees, keeping employees regularly updated, improving employees' knowledge, helping to carry out their functions and missions with better self-awareness, better attitude, opening the employee to new thought in work, to be the basis of upholding creativeness, professionalism of the employee and improving their ability to adapt to future works, timely responding to the implementation of business strategy of the Group and in accordance with the business lines of Subsidiary Companies, and facilitating the deployment of new technology and the management in the enterprise.

The Group, therefore, encourages its employees to pursue educational and training opportunities through internal and external programs.

The training methods include:

1. Internal training: particularly, instructional coaching, job skills learning, and job rotation (at managerial level); etc.
2. External training: particularly, short-term and long-term training courses, seminars, and management training, etc. Long-term programs including bachelor, master, doctor degree, and other professional certified courses will be considered and approved particularly by the Group.

The training cost has been defined as development investment cost within the Group's operating budget. Nevertheless, all training is subject to appropriate budgetary provisions provided by the Group, and with prior written approval from the Board of Management.

Bi-annual and annually reports from the Management Board of the Subsidiary Companies in the Group has the duty to report results of the implementation of human resource training's improvement to the Management Board.

TRAINING REGIME

1. Training courses*: in order to manage and ensure return on investment and the effectiveness of Training Policy, the Group applies regime hereafter:

Training Period	# Years of Employment Commitment
6 months – 1 year	2
> 1 year – 2 year	3
> 2 year	5

* *Training courses include courses that are sponsored by the Group and courses self-funded by the employee take part/whole working hours for studying within final approval of Management Board.*

Employee shall have to make sure to read, understand, and sign on the Education Sponsorship Agreement required by the Group. If employee resigns and/or does not conduct the agreed commitment, employee will have to pay a liability rate as 300% of paid tuition to the Group.

2. Short-term training course (other cases not defined in term 1): if fails to meet satisfactory grade, employee shall have to return 50% of paid tuition and shall not be considered for other training programs within 6-month period.

ADMINISTRATION

Employees who participate in the Group's sponsored training programs are required to submit documentation of successful completion with a satisfactory grade for review by the Management Board, through the Human Resources Department.

Employee who completes the training at satisfactory grade shall be considered for other training programs.

Training records will be placed in the employee's personnel file.

SUBJECT: SALARY ADMINISTRATION POLICIES

1. MANAGEMENT OF SALARY ADMINISTRATION

Employment with the Group is based upon a careful selection process for determining the individual best qualified for the position to be filled. Salary for each Employee will be determined by taking into consideration position, responsibilities, education background and previous working experience, other important skills or attributes the applicant may possess, and other pertinent information.

Type of salary used to negotiate and offered to employee each month is "Gross Pay" salary. The Group will make deduction on employee behalf to contribute to Insurances (SI, HI, UI), PIT, and others required by Vietnamese Labor Law.

Employee's salary will be paid on the 25th day of each month. If the pay date falls on holiday, the payment will be effected on the previous one business day.

2. PERFORMANCE REVIEWS

The Group will attempt to conduct regular reviews of employees according to job performance and promotion. Generally, Employees are reviewed during in the initial 60 days probationary period and, thereafter, annually. Employee should recognize that performance is always important and that you may receive a performance review at any time at the discretion of the Group. Poor performance is grounds for discipline up to and including termination as regulated in this Company Handbook and in accordance with the Labor Code of Vietnam.

The Group will attempt to review employees for performance approximately 90 days after transfer or assignment to a more difficult job, when deemed appropriate by the Group.

When deemed appropriate by the Group, special reviews should be considered for the following reasons:

- a. Outstanding performance and service merits immediate recognition and adjustment.
- b. Poor performance requires immediate review and correction.

3. SALARY REVIEW

Salary increases are to be granted or recommended in the following manner:

- a. Salary review will be conducted annually. Annual review of Employee's salary level will be completed, however, regular or periodic salary increases are neither guaranteed, nor implied.
- b. Individual increases, where appropriate, will be based on factors, including but not limited to work performance, attitude, co-operation, attendance, dependability, is at the discretion and as determined by the Board of Management of the Group.

This system will be reviewed periodically.

SUBJECT: REWARD POLICY

The goal of the reward policy is to acknowledge the excellent in achievement, demonstrated by the superior capacity and quality of employees' performance (assessed to the criteria: quality of work, the time to achieve the work, and creativeness in work; sense of responsibility, self-awareness, and continuous effort to learn; sense of support and coordination with different Departments and Divisions; valuable initiatives to increase potential profit and generating additional revenue for the Company, etc.) in the accordance with the Group's regulations.

The reward is an incentive to promote improvements in efficiency of production, business and services. The reward policy is implemented as monthly, yearly and on-the-spot rewards, and is approved at the discretion of the Management Board.

Methods of reward could be in cash, bonus shares, in materials or in form of travel tours, visit, holiday, additional reward vacation days, training, etc... Monthly reward, penalty policy are applied in compliance with the method election/selection mode A, B, C and not in average, equalized level or classification by feelings, it should be monitored and rated according to weekly working schedule accompanied by job assignment form, observed, evaluated, classified and compiled at end of the month, disclosed for observation on strengths and weaknesses to the employee in

order to help upholding strengths; to limit and overcome negative aspects, shortcomings, to strive for better results in the next coming period.

The monthly reward mode A, B, C is served as the basis to review and classify the reward of staff and employees for the whole year.

1. MONTHLY REWARD, Penalty:

Monthly, General Manager – Manager of the Companies are permitted to use form of reward and/or penalty according to the level of achievement of mission or non-achievement of mission, violation, etc... graded A, B, C. Grade A will be rewarded $\pm 20\%$; Grade B: $\pm 10\%$, Grade C: $\pm 05\%$ computed base on monthly employee's income scale.

1.1. A-B-C Ranking Procedure:

- On the 20th of each month, Leaders of Departments, Divisions propose the list to submit to Administration & Personnel Department/ Division.
- On the 21st of each month, Administration & Personnel Department is responsible for inspecting, checking, comparing with the management of working days, time scheduled to accurately revise the reward, then, in the same day, submits this list the General Manager – Manager for approval and this list should be forwarded to Chief Accountant, on the 24th at most, to ensure the salary payment on the 25th of the month.

1.2. A-B-C Ranking Standards:

Apart from the missions' accomplishment, sense of responsibility, self-awareness, sense of mutual support, coordination with the other departments, etc... based on workdays, working hour to rank:

- Unauthorized absent for one day: monthly reward to be cut off, penalty is - B
- Late for work without any proper reason or without reporting the reason to Administration & Personnel Department/Division once per month: penalty is - C.
- Late for work without any proper reason or without reporting the reason to Administration & Personnel Department/Division twice per month: monthly reward to be cut off, penalty is - B
- Late for work without any proper reason or without reporting reason to Administration & Personnel Department/Division three times per month: to be disciplined and may be laid off and the penalty is - A

Regarding Leaders of Administration & Personnel Department and Chief Accountant, by not closely following the management of ranking procedure and having incorrectly reported 1 case per month: monthly reward will be cut off, if mistakes occurred 3 cases or more per year, annual reward will be cut off. If the reward has already been received, it should be returned.

2. YEARLY REWARD:

Administration & Personnel Department and Chief Accountant should, based on the result of monthly reward, penalty of rank A, B, C, compile the result and submit to General Manager–Manager of the Company to consider for yearly reward.

Beside the form of reward in cash, other forms of rewards could also be applied (in bonus shares, in materials or in form of travel tours, visit, vacation, additional reward

vacation days, training, etc... decided by the Management Board). The unexpected reward, promotional reward will be decided by the Management Board.

SUBJECT: ETHICAL STANDARDS

1. USE OF CONFIDENTIAL INFORMATION

Employee shall avoid any relationship with other businesses that could impair his/her ability to discharge his/her duties properly. Employee understands that the appearance of a conflict often can be as damaging as an actual conflict, and Employee hereby agrees to avoid creating any such appearance. Employee shall not conduct business on the Group's or the Related Companies' behalf with any contractor, vendor, supplier, customer or any other party with which the Employee or any other member of his/her immediate family is involved as a principal, officer, or representative or in which Employee has any other personal interest.

2. INVENTIONS AND DISCOVERIES

The Group shall be the sole owner on a worldwide basis of any and all conceptions and ideas for inventions, improvements, valuable discoveries, and trade secrets (collectively, the "Intellectual Property"), whether patentable or not, that are conceived or made by the Employee alone or jointly with others during his/her employment by the Group or for a period of six (6) months after such employment ends. This paragraph applies to Intellectual Property made or conceived by the Employee: (1) during working hours, (2) after working hours, and (3) on weekends, holidays, vacations, sick days, and authorized or unauthorized leave days for any time of absence whatsoever for any reason. This paragraph shall apply only to Intellectual Property related to the business or activities of the Group or the Related Companies or that the Employee conceives as a result of his/her employment by the Company or his/her work for Related Companies. Employee hereby unconditionally agrees to fulfill all formalities to transfer and agrees to assign to the Group all his/her interests in the above-described Intellectual Property without demanding any compensation or allowance. Further, the Employee hereby agrees to promptly disclose to Group all such Intellectual Property. Whenever requested to do so by the Group, the Employee shall execute any and all applications, assignments or other instruments that the Group deems necessary to apply for and obtain letters patent from Vietnam, the United States or any other foreign country or to otherwise protect the Group's or Related Companies' interest in the Intellectual Property within the scope of this paragraph. This obligation to execute documents shall continue beyond the end of employment and shall be binding on the Employee's assigns, executors, administrators and other legal representatives. Any claim or cause of action of the Employee against the Group or the Related Companies, whether based on this Contract or otherwise, shall not constitute a defense to the enforcement by the Company of the provisions of this Section. All Intellectual Property made or conceived by the Employee prior to the date of his/her employment by the company is excluded from the scope of this Contract. If Employee claims to have made or conceived Intellectual Property prior to his/her employment by the Group, he/she should list them all before signing Labour Contract.

3. TRADE SECRETS AND CONFIDENTIAL INFORMATION

3.1 Definitions

“Confidential business information” includes all information used in or related to the Group’s or Related companies’ business that is not made available by the Group or Related companies to the general public and that is not readily available to the general public from other sources. Confidential business information includes verbal information, information contained in a Document, and information that Employee may have committed to memory, even though she has returned to the Company all Documents containing such information. Confidential business information includes all information that qualifies as a Trade Secret. Confidential business information also includes, but not limited to, the following:

- Information related to the Company’s or Related Companies’ customers and suppliers, including names, addresses (physical, e-mail, and Internet), telephone numbers (land line, cellular and fax), and the identity of contact persons;
- Information related to employees, including names, addresses (physical, e-mail, and Internet), telephone numbers (land line, cellular and fax), job titles, compensation, bonus structure, and incentive plans;
- Information related to the methods and factors used to establish, list and code prices for products and services and profit margins;
- Information related to credit terms, discounts, rebates, concessions and payment terms offered to Customers and prospective customers;
- Information related to the Company’s or Related Companies’ marketing, product promotion, sales methods, work methods, procedures, and programs;
- The Company’s or Related Companies’ internal financial information;
- Information related to bids or proposals, whether made by or received by the Company’s or Related Companies, including information related to the development or evaluation of such bids or proposals;
- Information related to manufacturing processes, designs, drawings, equipment, machinery, specifications, procedures and technical data; and
- Any other information that gives the Company or related Companies the opportunity to obtain advantage over its competitors.

“Company’s/Related Companies’ Business” includes, as to the Company’s and Related Companies any current and future business of the Company’s and Related Companies.

“Company’s/Related Companies’ Business Area” includes Vietnam and worldwide.

“Customers” include all persons and entities who are either current customers of the Company or Related Companies or who are solicited and become a customer of the Company or Related Companies during Employee’s employment.

“Document” includes anything that may be used to record, convey or store Company’s and Related Companies’ information, including but not limited to writings, drawings, blueprints, graphs, charts, computer printouts, computer disks, CD-ROMs, information contained in any computer memory storage, tape recordings, or any other data compilations from which information can be obtained or translated, if necessary, into reasonably usable form.

“Trade Secrets” shall include a formula, pattern, compilation, program, device, method, technique or process, that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

- 3.2 Use and Return of Property and Document. Except in the regular course of performing employment duties for and in the best interest of the Company, Employee shall not process, use and copy any Documents without authorization from the Company’s Board. Employee shall exert his/her best efforts, in good faith, to prevent any unauthorized, unnecessary, or inappropriate disclose or use of Document or the information contained in such Documents. If Employee’s employment with the Company ends for any reasons, Employee will return (i) all properties in Employee’s possession or under Employee’s control belonging to Company’s/Related Companies, including but not limited to any credit cards, keys, business equipment and supplies, and (ii) all Documents in Employee’s possession or under employee’s control, regardless whether the Documents contain Confidential Business Information. Additionally, Employee, on the date of his/her termination from the Company, shall erase any Confidential Business Information that is contained on the hard drive of his/her home computer and/or personally owned laptop computers or in computer-readable form on any disk or other materials not left behind in Employee’s office at the Company. If, after termination of his/her employment with the Company, Employee subsequently, locates within his/her possession or control any materials that fall within the scope of this paragraph, Employee shall hold documents in strictest confidence and shall, within three (3) business days after such discovery, deliver such documents to the highest officer of the Company.
- 3.3 Non-disclosure of Confidential Business Information. During the course of employment with the Company, Employee may receive or otherwise acquire Confidential Business Information. Whether prepared or compiled by Company or the Related Companies, or by any other person on the Company’s/Related Companies’ behalf (including Employee), Confidential Business Information is the sole and exclusive property of the Company. Any unauthorized, unnecessary or inappropriate disclosure or use of Confidential Business Information would threaten or compromise Company’s/Related Companies’ business and their competitive advantage in retaining and procuring business. Except as authorized in writing by the Company, Employee shall not disclose or use, or assist or solicit any other person to disclose or use, Company’s/Related Companies’ Confidential Business Information for Employee’s own benefit or for the benefit of any other person , firm or entity. Employee’s obligation not to disclose Confidential Business Information that does not qualify as a Trade Secret shall cease three (3) years after termination of Employee’s employment. Employee’s obligation not to disclose Trade Secrets does not cease until such time as the information constituting the Trade Secret becomes widely known in the industry or available from public sources and no longer qualifies as a Trade Secret under law. Employee will promptly notify Company of actual or potential unauthorized use or disclosure of Company’s Confidential Business Information. These confidentiality provisions do not prohibit disclosure to the extent necessary to comply with a court order, subpoena, or other obligation imposed by

law. Should the Employee, after his/her employment with the Company ends, receive a court order, subpoena, or request from a government agency pertaining to information that appears to be Confidential Business Information, Employee shall immediately, and at least five (5) business days prior to disclosing such Confidential Business Information, notify the Company's highest officer by fax and Express service that Employee has received request to provide Confidential Business Information and transmit to him by fax and Federal Express a copy of the subpoena, court order, or government request received.

4. NON-SOLICITATION AND NON-COMPETITION

The Company, on behalf of itself and its Related Companies, agrees to give the Employee access to Company's and Related Companies' Trade Secrets and Confidential Information within two (2) business days after he/she begins work for the Company. Employee acknowledges that the Company's and the Related Company's customer base, goodwill, Trade Secrets, Confidential Business Information, and employment relations are each valuable assets worthy of protection, and that the Company and the Related Companies have devoted substantial and efforts to developing and maintaining such assets and relationships.

- 4.1 Non-solicitation of employees. For a period of two (2) years after the termination of Employee's employment, Employee shall not in any manner solicit, or assist any person or entity in soliciting, any of Company's or Related Companies' other employees to leave the Company's or Related Companies' employment or in any other manner interfere with the employment relationship between Company/Related Companies and their employees.
- 4.2 Non-solicitation of customers. For a period of two (2) years after the termination of Employee's employment, Employee shall not within the Company's Business Area: (i) quote prices to, accept or receive offers to purchase from, or otherwise solicit the business of any of Company's or Related Companies' Customers, or assist any other person or entity in doing so, or (ii) communicate with any of Company's or Related Companies' customers to discourage in any manner such Customers from doing business with or dealing with Company or Related Companies, or discourage any person or entity in doing so.
- 4.3. Covenant Not to Compete. The business engaged in by Company and Related Companies is highly competitive. Personal contact with customers is of primary importance in securing new customers and in retaining the business and goodwill of current customers. To facilitate compliance with the promises Employee has made in this Contract to protect the Company's/Related Companies' Trade Secrets and Confidential Business Information, the Employee agrees to the restrictions on competition contained in this paragraph. During the term of this Contract and for the period of two (2) years after the termination of Employee's employment, Employee shall not, in any manner, engage in Company's/Related Companies' Business within Company's Business Area. Employee's agreement not to compete means that employee shall not engage in any form of business activity that is substantially similar to Company's/Related Companies' Business or that directly or indirectly competes with Company's or Related Companies' business. Employee's agreement not to engage in any such business activity includes acting as an employee, employer, owner, officer, director, stockholder, investor, principal, agent, partner,

consultant, dealer, contractor, broker or trustee for any person or entity including but not limited to a corporation, partnership, association, sole proprietorship or joint venture which directly or indirectly engages in Company's or Related Companies' Business in competition with company or Related Companies. Additionally, during the term of this agreement and for two (2) years after the termination of Employee's employment with the Company, Employee may own not more than 1 % of the outstanding capital stock of any publicly held Person engaged in Company's or Related Companies' Business or of any person which does business with the Company and/or the Related Companies. "Person" means any individual, corporation, trust, estate, partnership, joint venture, company, association, league, group, governmental agency or entity or organization of any kind or nature.

The Employee agrees that the limitations as to time, geographical area and scope of activity to be restrained, as described in the preceding paragraph, are reasonable and acceptable to the Employee and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company and Related Companies. The Employee further agrees that if a court of competent jurisdiction later determines that Agreements are unreasonable in time, scope, or geographical area, these Agreements may be reformed by the court, and enforced to the maximum extent permitted under law. Should a court or an arbitrator determine that Employee has breached this provision barring Employee from competing with Company and Related Companies for two years, then the months or years during which Employee is in breach shall not be counted as part of the two year period, and the two-year non-competition shall be extended by the number of months necessary to allow Company and Related Company a full two-year period during which Company and Related Companies shall be protected from Employee's competition in violation of this contract.

- 4.4. Remedies. The Parties agree that if Employee breaches or threatens to breach any provision of this Contract pertaining to inventions and discoveries, Trade Secrets, Confidential Business Information, non-solicitation, or non-competition, the Company and/ or Related Companies will suffer immediate and irreparable harm that cannot accurately be calculated in monetary damages. The parties further agree that under such circumstances, the Company and/or Related Companies would not have at law and should therefore be entitled to such equitable relief, including injunctive relief, as may be necessary or appropriate to prevent or remedy the breach or threatened breach of this Contract. The foregoing shall not affect the Company's or Related Companies' right to pursue any other remedy the Company or Related Companies may have for breach or threatened breach of this Contract, including claims for compensatory and punitive damages. If Company brings an action to enforce this Contract and Company establishes one or more violations by Employee, Company shall be entitled to recover its reasonable attorneys' fees and other costs from Employee, including any expert witness and investigator fees. If Employee files an action against Company challenging the validity or enforceability of this Contract and Company prevails, Company shall be entitled to recover from Employee its reasonable attorneys' fees and other costs, including any expert witness and investigator fees.
- 4.5. Employee's Claims. Employee agrees that the existence of any claim or potential claim that Employee may have against Company or Related Companies, whether or

not based upon this Contract, shall not be a defense to any action Company or Related Companies may bring to enforce the Inventions and Discoveries, Trade Secrets and Confidential Information, and Non-Solicitation and Non-Competition provisions of this Contract.

- 4.6. Use of Name, Biography, and Likeness. During the term the Company shall have the right to use the Employee's name, approved biography (such approval not to be unreasonably withheld), and likeness in connection with its business, including in advertising its products and services, and may grant this right to others, but not for use as an endorsement.

5. DISPUTE RESOLUTION

With the exception of the paragraphs pertaining to Employee's obligations regarding Inventions and Discoveries, Trade Secrets and Confidential Information, and None-Solicitation and Non-Competition (which paragraphs shall be enforceable by injunctive relief), the Parties hereto desire to avoid, and settle without litigation, any disputes, controversies or claims ("Dispute"), arising out of or related in any way to this Contract, including, but not limited to its enforceability, validity, or interpretation, or related in any way to Employee's employment with the Company or to any relationship he/she may have with the Related Companies or their officers or directors. In this regard, the Parties agree to engage in good faith negotiations to resolve any such Dispute. If settlement is not reached within thirty (30) days after the commencement of such negotiations, any such Dispute shall be submitted to, and finally resolved and settled by a competent court in Vietnam. The court proceedings shall be held in Ho Chi Minh City, Vietnam, and the laws of Vietnam shall apply. The court proceeding shall be conducted in Vietnam language. All costs and expenses incurred with respect to such proceedings shall be allocated to a party or the parties as determined by the court. Any award granted by the court shall be final and binding upon the involved parties and shall constitute the sole and exclusive remedy for any dispute between the involved parties. If is specifically agreed that this provision shall be binding on employee's heirs, executors, administrators, and personal representatives.

SUBJECT: RESPONSIBILITIES OF THE EMPLOYEE

1. The Employee will sign the Labour Contract conform to the recruitment regulation of the Company and the Labour Laws of Vietnam. The Employee accepts employment under the terms and provisions contained in the Labour Contract. The Employee shall follow and uphold all policies established by the Company, and shall carry out his/her duties faithfully and efficiently. Executive shall have such duties and authority, consistent with his/her then position as shall be assigned to him/her from time to time by the Management Board (the "Board") or by the Chairman of the Company.
2. The company is a Vietnamese public corporation. The Employee may from time to time be required to perform services for the Company's divisions, subsidiaries, affiliates, or successors. When Employee performs services for any of the Related Companies, the terms and conditions of this Contract shall apply and Employee shall comply to execute his/her duties conform to this Contract to the benefit of the Company, the Related Companies, successors, and beneficiaries.
3. Sole Employment. The Employee shall devote Employee's entire business time, ability and energy exclusively to the performance of the Employee's duties hereunder and use Employee's best efforts to advance the interests and businesses

of the Company, and the Related Company. The Employee shall not, during the term of his/her employment under this Contract, engage in any other business activity for gain or profit. This paragraph, however, shall not prohibit Employee from handling Employee's own personal, passive investments, as long as the handling of such investments does not materially interfere with Employee's responsibilities to Company. It shall not be a violation of this Contract for the Employee to serve on industry, civil, governmental, or charitable boards or committees, as long as such activities do not interfere with the performance of the Employee's responsibilities stipulated in this regulation and in the Labour Contract. If the Employee wishes to serve on other corporate boards while he/she is employed by the Company, he/she shall obtain the permission of the Company's Board, which shall be reflected in the board minutes, before serving on such board. Employee's principal office shall be located at the Company's offices in Ho Chi Minh City and/or Hanoi and/or any other locations necessary to the development of the Company and decided by the Management Board.

4. Warranties and Covenants. Employee warrants, represents and covenants to the Company as follows:
 - 4.1 Employee is free to enter into this Contract and to perform the services contemplated hereunder.
 - 4.2 Employee is not currently (and will not to the best knowledge and ability of Employee, at any time during the term) be subject to any agreement, understanding, obligation, claim, litigation, condition or disability which could adversely affect Employee's performance of any of Employee's obligations hereunder or the Company's complete ownership and enjoyment of all the rights, powers and privileges granted to the Company hereunder.
 - 4.3 No Intellectual Property written, composed, created or submitted by Employee at any time during Employee's employment by the Company shall, to be best of Employee's knowledge, violate the rights of privacy or publicity, constitute a libel or slander or infringe upon the copyright, literary, personal, private, civil, property or other rights of any Person.
 - 4.4 In performing his/her duties hereunder Employee will not use or disclose any confidential information of any prior employer or other person or entity.

There is no legal impediment to Employee entering into or performing his/her obligations under this Contract and neither entering into this Contract nor performing his/her contemplated services hereunder will violate any agreement to which Employee is a party or any other legal restrictions.

5. TERMINATION AND RIGHTS OFF TERMINATION

The Employee repeatedly fails to perform his/her duties pursuant to Section 1(a) of this Contract.

The Employee commits an act of theft, embezzlement, disclosure of business or technology secrets, or other conduct which is seriously detrimental to the assets or well-being of the Company.

The Employee takes an aggregate of five (5) days of in one month or an aggregate of twenty (20) days off in one year on his/her own will without proper reasons.

The Employee suffers illness and remains unable to work after having treatment for a period of three (3) consecutive months.

Employee Obligations on Termination - After the employee's employment ends, he/she shall reasonably cooperate with the Company in the defense or prosecution of any claims or actions then in existence or that may in the future be brought against or on behalf of the Company or Related Companies, and he/she shall additionally cooperate with the Company or Related Companies in connection with any investigation or review of any Company or Related Companies' activity by federal, state or local regulatory authorities. As part of this obligation to reasonably cooperate, the Employee shall make himself/herself available for meetings with Company attorneys at mutually convenient times. Employee additionally agrees, following his/her termination (whether voluntary or involuntary) not to disparage the Company and the Related Companies. Upon termination of employment, Employee hereby resigns as an officer of the Company and the Related Companies and from any benefit plan, if any, of any of the foregoing. Employee shall promptly execute any further documentation thereof as requested by the Company. Employee agrees that, upon termination of the Contract and the employment with the Company, he/she will execute, deliver and not revoke a release off all claims of any kind whatsoever against the Company, the Related Companies, their affiliates, officers, directors, employees, agents and shareholders in the then standard form being used by the Company.

Survival of Employee's Future Obligations - Employee's future obligations as set forth in the labour contract (including but not limited to those pertaining to cooperation in legal proceedings, dispute resolution, intellectual property, trade secrets and confidential information, return of Company property, non-solicitation of customer and employees, non-disparagement and non-competition), shall survive termination of labour contract.

Non-waiver - The Company's waiver of any default or breach of any term of labour contract shall not waive the Company's rights as to subsequent default or breach of the labour contract.

Assignment - The labour contract shall not be assignable by the Employee. The labour contract shall be assignable by the Company only to the entire which is owned, directly or indirectly, the whole or in part by the Company or by any successor to the Company or an acquirer of all or substantially all the assets of the Company or all or substantially all the assets of a group of subsidiaries and divisions of the Company, provided such entity or acquirer promptly assume all of the obligations hereunder of the Company in a writing delivered to Employee and otherwise complies with the provisions hereof with regard to such assumption. Upon such assignment and assumption, all references to the Company herein shall be to such assignee.

Withholding Taxes - The Company may withhold from any and all amounts payable under this contract such state, city, local taxes as may be required to be withheld pursuant to any applicable law or regulation.

SUBJECT: ALLOWANCE POLICY

1. SENORITY (LONG TERM SERVICE) ALLOWANCE:

To encourage the employees to commit to long-term employment with the Company and with the Group, allowance of seniority, according to the continuous duration of working, is applied as follows:

1.1. All employees who have successfully fulfilled the assigned missions, never been disciplined, and ranked according to regimes as follows:

- Rewarded monthly and ranked A 12/12: enjoy 100% of continuous rate in accordance with the stipulated regulations. In case, monthly rate ranked A is reduced, the continuous rate will respectively be reduced, once the number of months reached Grade A 06/12 months, the subject will lose the right to the additional seniority rate of that year.
- In case of dropping to rank C with the total of 2 monthly reward cut-offs during the year, the subject will lose the right to the additional seniority rate of that year.

1.2 Seniority policy:

- For staff, employee working for a duration over 1 year, since the 13th month of working, will enjoy additional continuous rate of 2% of income according to the assigned scale and it will be accrued with a continuous rate of 2%/year every full year.
- For staff, employee working for the duration of 3+ years to 6 years and enjoyed the absolute accrued continuous rate (without deduction), apart from seniority rate as stipulated, he/she will enjoy an additional 5%.
- For staff, employee working for the duration of 6+ years to 10 years and enjoyed the absolute accrued continuous rate (without deduction), apart from seniority rate as stipulated, he/she will enjoy an additional 8%.
- For staff, employee working for the duration of 10 years above and enjoyed the absolute accrued continuous rate (without deduction), apart from seniority rate as stipulated, he/she will enjoy an additional 10%.
- For staff, employee working for the duration of 15 years above and enjoyed the absolute accrued continuous rate (without deduction), apart from seniority rate as stipulated, he/she will enjoy an additional 20%.

However, the maximum seniority shall not surpass one time actual salary of the employee.

Example: employee who has monthly salary as 1,000,000 VND/year will be receiving seniority allowances in correlative with seniority periods as follows:

Year th (a)	Salary (VND) (b)	% Addition (c)	Seniority Allowance (d) = 2% x (a-1) + (c)	Seniority Allowance (e) = (b) x (d)
2	1,000,000	-	2.00%	20,000
3	1,000,000	-	4.00%	40,000
4	1,000,000	5.00%	11.00%	110,000
5	1,000,000	5.00%	13.00%	130,000

6	1,000,000	5.00%	15.00%	150,000
7	1,000,000	8.00%	20.00%	200,000
8	1,000,000	8.00%	22.00%	220,000
9	1,000,000	8.00%	24.00%	240,000
10	1,000,000	8.00%	26.00%	260,000
11	1,000,000	10.00%	30.00%	300,000
12	1,000,000	10.00%	32.00%	320,000
16	1,000,000	20.00%	50.00%	500,000

2. INVESTMENT & RETIREMENT FUND

To promote the long-term commitment of staff & employees to the Group and having good mind to protect the long-term benefit of staff & employees, the Group has decided to create the Investment & Retirement Fund according to the following regulations:

2.1 The employee will monthly contribute 1% of his/her Net salary, at the same time, the Company will offer another additional 1%. This rate may be changed depends on the decision of the Management Board and the Executive Board of the Group without further notice. The monthly total amount will be transferred to the Investment & Retirement fund of the Group and will be invested in buying the Company's shares at the current market value or possibly at rate of strategic investors in case of new shares' issuance.

2.2. The employee can only withdraw the money according to the following regulations:

For the employee working for the Company under 5 years: in all cases such as voluntary leave, drop, resigned, etc... he/she will completely lose the right of benefit from the investment including capital and accumulated profit in the Investment & Retirement Fund.

- For an employee working with the Company for 5 years and less than 8 years and until leaving day, he/she will receive 25% of the invested money including invested capital and accumulated profit converted into the cash value based on the current trading value on HOSE.
- For an employee working with the Company for 8 years and less than 10 years and until leaving day, he/she will receive 50% of the invested money including invested capital and accumulated profit converted into the cash value based on the current trading value on HOSE.
- For an employee working with the Company for 10 years and less than 15 years and until leaving day, he/she will receive 70% of the invested money including invested capital and accumulated profit converted into the cash value based on the current trading value on HOSE.

- For an employee working with the Company for more than 15 years and until leaving day, he/she will receive 100% of the invested money including invested capital and accumulated profit converted into the cash value based on the current trading value on HOSE.

In case of the employee's death while working with the Group, the inheritor will receive 100% of the invested money including invested capital and accumulated profit until date of the employee's decease.

3. MEAL ALLOWANCE:

The Companies of the Group will provide lunch for all employees who actually are present at working place to ensure and maintain working pace, at standard level of VND 12,000/meal/person paid by the Company.

4. RECRUITMENT INCENTIVES:

To be applied to Companies of the Group having head office, place of work in province or in case of job transfer to a company located out of HCM City.

This allowance is also applied to Companies in Tan Tao Industrial Park having the needs to recruit personnel with knowledge, professional skill, hi-tech, experience, good technical skill, but encountered difficulty to recruit in the labour market: the levels of allowance to be applied are 10%, 20% , 30%, 40% based on the income scale for the duration of 3-5 years depending on the employment commitment with the Company and will be specifically determined case by case and by the Executive Board at the time of recruitment.

5. TELEPHONE ALLOWANCE:

5.1. For President, Vice Presidents: subscribed, paid according to the actual VAT invoice.

5.2. For Manager, Deputy Manager of Departments, Divisions: VND 500,000/month.

5.3. For employee in needs of telephone for work, proposed by the leaders of Departments/Divisions and approved by General Manager – Manager: VND 200,000/month.

5.4 Special cases are required final approval by Board of Management.

Method of payment for telephone allowance: phone cards.

6. GAS ALLOWANCE (TRANSPORTATION ALLOWANCE):

6.1. For Executive Board in domestic mission: paid according to the actual VAT invoice.

6.2. For Manager, Deputy Manager of Departments/Divisions in regular trips in HCMC approved by General Manager–Manager of the Company (if self-support vehicle): VND 600,000/month.

6.3. For the Employee in needs of business trips in HCMC approved by General Manager (if self-support vehicles): VND 300,000/month.

7. REWARDS FOR PUBLIC HOLIDAYS

- For public holidays: New Year; 30/4, 2/9, Hung Vuong Anniversary (on the 10th of March, lunar calendar): VND 500,000/holiday/person. Except for Tet (Lunar New Year), the reward will be combined with the yearly reward.
- Mid-Autumn Tet: VND 200,000/ child (children of 18 years and under).
- International Women's Day, 8th of March: VND 500,000/woman (staff, employee).
- Date of Establishment of Vietnam Women Union, 20th of October: VND 200,000/woman (staff, employee).
- 27th of July: Individual, Parents of martyrs and wounded soldiers: VND 200,000/person.
- 22nd of February: Individual participated in People's Arm Force: VND 200,000/person.
- Vietnam People's Police Force: Individual participated in People's Police force: VND 200,000/person.

8. UNCLE HO'S REWARD:

Staff and employee's children obtained excellent study result, thoroughly good and achiever of the title of Uncle Ho's obedient child will be rewarded yearly on Children International Day, 1st of June (for children of 15 years and younger): VND 500,000/school year/child.

9. MARRIAGE, FUNERAL, SICKNESS AND BIRTHDAY REWARDS:

- Marriage of Company's staff, employee: VND 1,000,000/person. If both are Company's employees, both will receive congratulation allowance.
- Congratulation for new born: staff, employee giving birth will receive a congratulation allocation of VND 500,000/child. In case of giving birth exceeding the stipulated level of birth-control's regulation of the State, this allocation will not take place.
- Sickness of staff, employee: VND 500,000/visit
- Sickness of Wife's parents-in-law, husband's parents-in-law and wife, husband: VND 300,000/time.
- Wife's parents-in-law, husband's parents-in-law and wife, husband, children's death: a condolence of VND 500,000. (In the case of brother and sister or wife and husband jointly working in the same Company, only one person will have access to this regime).

- Birthday of staff, employee: VND 300,000/person.

For the formalities of obtaining the allowance regimes of visit, family business, employee should refer to the Base Union to submit to the Executive Board for approval.

10. ANNUAL HOLIDAY/TRIP

Once a year, the Executive Board of the Companies will coordinate with the Union to organize holidays' trip for employees on the occasion of Public and Tet holidays.

11. RIGHTS TO INSURE:

The Company has the right to select, under the Company's name, standard Medical Insurance or by other means to provide medical insurance to the employee. The employee shall not have any right, position or profit from such insurance nor any receivables or interests from such insurance. The employee shall support and cooperate with the Company in buying insurances, including but not limited to the submission of results of medical examination, signing the application form and other forms reasonably required by the insurance company of which the application form had been established by the Company for the payment's purpose of such insurance expenses.

12. HOUSING OPTION:

To promote and reward long-term commitment of staffs & employees within the Group, the Management Board has decided allow a purchase of apartment or house within Tan Tao's investment projects at a special rate. Any staffs or employees currently employed for any Subsidiaries and always accomplishes mission, is ethical and moral, is continuously striving for the Group's success, has financial difficulty or cannot afford to purchase 01 (one) house or apartment or land are qualified.

Biding Conditions:

- Within 5 years from purchasing the house or apartment at special rate offered by the Group, the employee is not allowed to conduct sales, title transfer or mortgage to others.
- In the case where fraudulent information have been used to qualify for the special rate from the Group, the Group is entitled to recover the property and the employee shall be under full disciplinary action as deemed appropriate by the Board of Management, as well as, full liability will be decided by the group.
- In the case where the employee wishes to break the contract, the employee shall be liable for 10 times the value of the apartment or house.

Sales, Legal and Human Resources Departments are responsible for monitoring, tracking and reporting on a yearly basis the list of qualified staff and employees and their purchases to the Management Board.

SUBJECT: CLOTHING AND LABOUR SAFETY

1. Clothing:

Staff, employee working with the company will be supplied with uniforms, as follows:

- a. Male working in Office:
 - 02 uniform suits;
 - 01 jacket;
 - 01 pair of shoes and 01 tie.

- b. Female working in Office:
 - 01 Vietnamese dress;
 - 02 uniform suits;
 - 01 jacket and 01 pair of shoes.
- c. Security Guard and Driver:
 - 03 uniforms, in which, 01 formal uniform;
 - Hat;
 - 01 pair of shoes.
- d. Other employees and laborers:
 - 03 uniforms
 - Plastic sandals;
 - Rubber gloves.

The above stipulation on clothing is for office employees.

For the remaining types of employees and workers specifically associated with each Company, the uniform policy will be proposed by the General Manager, or Manager of the Company subject to the Management Board's approval.

Clothes, uniform and labour safety equipments should be crafted in accordance with the above-mentioned stipulated norm. Wearing uniform is a way to express the responsibility and engagement with the Company, therefore, the entire staff, employees of Companies of the Group are requested to conform to.

SUBJECT: WORKING HOURS & LEAVE POLICY

1. Working Hours:
Companies in the Group apply the regime of working time of 8 hours each day, from 8:00 AM to 12:00 AM, and from 13:00 PM to 17:00 PM and 50% of number of Saturdays in the month. Sunday is day off.
2. Timekeeping:
Punch-card time is used as timekeeping method to ensure the accurate management of working, rest time of employees in accordance with the stipulations of Labour Laws and regulations of the Company. Staff, starting from Deputy Manager of Departments/Divisions level and above is exempted to this rule. For employees on regular business missions at the commencement of business day, leaders of Departments/Divisions should propose in writing to the General Administration & Personnel Department to submit to General Manager–Manager for decision. Punching card time on the behalf of other person is strictly forbidden. Any violation of timekeeping regulation should be treated and disciplined.
3. Annual Leaves:
 - Annual leave policy: 12 days per annum
 - While under probationary period: no annual leave day will be approved
 - After probationary period: annual leave allowance will be accrued on a rate of 01 day per month.
 - Annual leave may not be taken in advance of days accrued/earned and approval will be at the discretion of direct Manager/Director.

- The number of annual vacation's days will increase according to the seniority, 1 day for every two years, and the maximum annual vacation will not exceed 30 days.

Annually, leaders of each Department/Division should establish the list of registration for vacation of its own staff, employees according to the principle of annual vacation scheduling and make sure there will have no interference in the company's operation. The registration list should be sent to Administration-Personnel Department/Division to submit to General Manager-Manager before 15th of January of that year. The General Manager-Manager should approve and officially announce the leave schedule of the whole staff, employees on the 30th of January, at most.

In special cases, due to real urgent requirements of the Company, leaders of Administration-Personnel Department/Division should examine in detail with each employee, based on the full voluntary principle, to skip annual vacation. Those cases require the voluntary application to skip annual vacation. The list will be approved by General Manager-Manager: the employee shall receive triple-time salary of regular working day's salary during this period.

In case of not taking annual vacation as scheduled, the employee will lose his/her annual vacation and will only receive regular working day's salary.

4. Unexpected Absence:

In case of unexpected absence of ½ or 1 day: immediately, in the following day, the employee should report in writing to the Administration-Personnel Department/Division. In case of improper reason or non report: in addition to the deduction from annual vacation, the Administration-Personnel Department/Division will cut off his/her monthly reward and seniority of that year.

5. Leave Without Pay:

In case, due to personal reasons and leave without pay for several days, the employee should submit an application through the direct managerial Department/Division to send to Administration-Personnel Department/Division to submit to General Manager-Manager for decision by ensuring that such absence will not affect any company's operation, then, it will be solved by deducting from the annual vacation or by an agreement on leave without pay.

6. Illness Absences:

In accordance with the stipulations of the current Social Insurance Laws: for any leave of 1 day or more, the employee should be examined by the authorized doctor and treated at the Health Establishment authorized by the Ministry of Health for leave according to the regimes, and the salary during the time of leave on sickness will be paid by the Social Insurance Agency.

SUBJECT: CHARITY

Any financial donations to charity should have the approval of the Management Board prior to the implementation. In particular, the contribution to the social charity should go through the Charity Funds of the Group, including:

- ITA "*Vì tương lai*"
- ITA "*Chiến thắng bệnh tật*"
- ITA "*Hàn gắn vết thương*"
- "*Hoa Trang Nguyen*" Scholaship

The Company creates the advantageous conditions for the Union organization, Youth Union and Party Cell to have activities in accordance with the current stipulations of the State, however, prior to holding the activities, it should be subject of discussion with General Manager–Manager to avoid affecting the business operations of the Company. The Union organization, Youth Union and Party Cell should operate with their own fund received from membership fees paid by members of the Unions or Party Members, and not with the profit, assets or operational budget of the Company. In special cases, the Company should ask for the opinion of the Management Board for settlement.

SUBJECT: FINAL NOTICES

Any policies within the authority of the Group, in contradiction with this regulation should be canceled or immediately revised as of October 2009. Any additional policies, regimes and any types of salary, reward, allowance, pension, cultivation, expense, etc... in contradiction with or not stipulated in this Regulation is strictly prohibited. The Executive Board of Member Companies of the Group is assigned the responsibility to closely supervise the right application of policies and regimes stated in this Regulation. Chief Accountants are entitled to refuse the payment for any decision in contradiction with the contents stipulated in the Regulation. In case of violation of any clauses by the Chief Accountant, he/she should be held responsible for every type of disciplines, and damage will be paid by his/her own individual income. Leaders of Administration-Personnel Department/Division are responsible for making copies and forwarding this Regulation with signature requirement to the Executive Board, Chief Accountant, leaders of Departments/Divisions of the Member Companies of the Group to be implemented. Any violation shall be responsible for any type of disciplines decided by the Management Board and be reimbursed by the individual income.

For any issues arising from the process of implementation, Member Companies could report and submit proposals to the Management Board for reconsideration and settlement. As long as not having received any further settlement guidance from the Management Board the Executive Board of the Companies shall carry out the implementation in accordance with the spirit of this Regulation.

ON BEHALF OF THE MANAGEMENT BOARD OF
TAN TAO GROUP
CHAIRWOMAN
(signed)

Mrs. DANG THI HOANG YEN