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BUSINESS INTERRUPTION INSURANCE WORDING

(FOLLOWING PROPERTY ALL RISKS INSURANCE)

*(The Vietnamese Original version was issued in connection with the Decision
No.: 11QĐ/BH-PAC-13 dated November 11, 2013 of Phu Hung Assurance Corporation)*

BUSINESS INTERRUPTION INSURANCE WORDING

(Please read this Policy, Schedule and Specification carefully and note their terms, conditions and exclusions.)

In consideration of the Insured named in the Schedule having paid or agreed to pay the required premium the **Phu Hung Assurance Corporation** (hereafter called "Phu Hung" or "Insurer") agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if any of the property insured be accidentally physically lost, destroyed or damaged, other than by an excluded cause, at any time during the period of insurance shown in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Phu Hung shall have accepted the premium required for the renewal of this Policy and the business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with.

Then the Phu Hung will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained

PROVIDED THAT

- 1 At the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that
 - (i) Payment shall have been made or liability admitted therefor
 - or
 - (ii) Payment would have been made or liability would have been admitted therefor but for the operation of a provision in such insurance excluding liability for losses below a specified amount.

- 2 the liability of the Insurer in any one period of insurance shall in no case exceed
 - (i) In respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured hereby
 - (ii) Any limit of liability shown in the ScheduleOr such other sums or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurer.

The Insured's written proposal, and any statements on which this insurance is based, are deemed to be incorporated as if it were fully set out in this insurance/policy.

EXCLUSIONS

This Insurance does not cover loss resulting from:

1. Damage caused by:

- (a)
 - (i) Faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration, deformation or distortion or wear and tear.
 - (ii) Interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to or from the Premises.

Unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage.

- (b)
 - (i) Collapse or cracking of buildings

- (ii) Corrosion, rust extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change of colour, flavour, texture or finish, action of light, vermin, insects, marring or scratching.

Unless such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Insurance.

- (c)
 - (i) Theft except from a building and then only if there is violent or forcible entry to or exit from such building.
 - (ii) Acts of fraud or dishonesty.
 - (iii) Disappearance, unexplained or inventory, shortage, misfiling or misplacing of information, shortages in supply or delivery of materials or shortage due to clerical or accounting error.
 - (iv) Cracking, fracturing, collapse, or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage or the failure of welds of boilers.
 - (v) Mechanical or electrical breakdown or derangement of machinery or equipment.
 - (vi) Bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the premises are empty or disused..

Unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage and such Damage is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the Insurance.

- (d)
 - (i) Coastal or river erosion.
 - (ii) Subsidence, ground heave or landslip.
 - (iii) Normal settlement or bedding down of new structures.
 - (iv) Wind, rain, hail, frost, snow, flood, sand or dust to movable property in the open or in open sided buildings or to fences and gates.
 - (v) The freezing solidification or inadvertent escape of molten material.

2. Damage to:

- (a) Property as a result of its undergoing any process.
- (b) Property in transit other than within the premises specified in the Schedule.

3. Damage resulting from erasure or distortion of information on computer systems or other records:

- (a) Whilst mounted in or on any machine or data processing apparatus.
or
- (b) Due to the presence of a magnetic flux.

Unless caused by Damage to the machinery or apparatus in which the records are mounted.

4. Damage to:

- (a) Fixed glass.
- (b) Glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects.
- (c) Electronic installations, computers and data processing equipment.
- (d) Vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft or aircraft, spacecraft or the like.
- (e) Property or structures in course of demolition, construction or erection and materials

or supplies in connection therewith.

- (f) Plant, machinery or equipment during installation, removal or resiting (including dismantling and re-erection) if directly attributable to such operations.
- (g) Property undergoing alteration repair testing installation or servicing including materials and supplies therefor if directly attributable to the operations or work being performed thereon.

But this shall not exclude Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft, riot, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, impact by any road vehicle or animals, earthquake, hurricane, windstorm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes.

5. Damage to:

- (a) Land (including top soil, back-fill, drainage or culverts) driveways, pavements, roads, runways, railway lines, darns, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining property underground, off-shore property.
- (b) Livestock, growing crops or trees.

6. Damage caused by or arising from:

- (a) Any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf.
- (b) Cessation of work.

7. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. This Exclusion 7(c) shall not apply to Damage by fire.

For the purpose of Exclusion 7(c) above, "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

- (d) (i) Permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority.
- (ii) Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person.

Provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by the Insurance .

- (e) the destruction of property by order of any public authority

In any action suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 7(a), (b) and (c) above any accidental loss, destruction or damage is not covered by this insurance the burden of proving that such accidental loss, destruction or damage is covered shall be upon the Insured.

- 8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:**
- (a) Nuclear weapons material.
 - (b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 8(b) combustion shall include any self-sustaining process of nuclear fission.
- 9. Damage to boilers, economisers, turbines, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.**

DEDUCTIBLES

This Insurance does not cover the amounts of the deductibles state in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Insurance including any condition of Average.

Warranted that during the currency of the Insurance the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

GENERAL CONDITIONS

1. Identification

This Insurance and the Schedule (which forms an integral part of this Insurance) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Insurance or of the Schedule shall bear such specific meanings wherever they shall appear.

2. Misdescription

If there be any material misdescription of the business or premises to which this Insurance refers or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact, the Phu Hung shall not be liable under this Insurance.

3. Cancellation

This insurance may be terminated at any time at the request of the Insured, in which case the Phu Hung will retain the customary short period rate for the time the Insurance has been in force. This insurance may also be terminated at the option of the Phu Hung on notice to that effect being given to the Insured, in which case the Phu Hung shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

4. Forfeiture

All benefit under this Insurance shall be forfeited

- (a) If any claim made under this Insurance be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Insurance.

or

- (b) If any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of Condition No. 7 of this Insurance) within three months after the arbitrator or arbitrators or umpire shall have made their award.

5. Subrogation

Any claimant under this Insurance shall, at the expense of the Insurer do, and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Insurance, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurer.

6. Contribution

If at the time of any loss or damage happening to any property hereby Insured, there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons, covering either such loss or any part of it or the same property the Insurer shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

7. Arbitration

If any difference shall arise as to the amount to be paid under this Insurance such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the case of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Insurance that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. Alteration

The insurance by this Insurance shall cease if:

- (a) The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued,
or
- (b) The Insured's interest cease otherwise than by death,
or
- (c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased,

At any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. Property damage rate of premium

Notice shall be given to the Insurer and if required an additional premium paid if the rate of premium

payable in respect of the insurance covering the interest of the Insured in the property at the premises against Damage shall be increased.

10. Claims

On the happening of any damage in consequence of which a claim is or may be made under this Insurance, the Insured shall forthwith give notice thereof to the Insurer and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Insurer may in writing allow, at his own expense deliver to the Insurer in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.

The Insured shall at his own expense produce, procure and give to the Insurer such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Insurance shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

11. Time limit

In no case whatever shall the Insurer be liable in respect of any claim under this Insurance after the expiration of

- (a) One year from the end of the Indemnity Period
Or, if later
- (b) Three months from the date on which payment shall have been made or liability admitted by the Insurers cover the Damage giving rise to the said claim.

Unless the claim is the subject of pending action or arbitration.

12. Reasonable precautions

The Insured shall maintain the property in a proper state of repair and take all reasonable precautions to prevent Damage thereto.

IMPORTANT NOTICE

We would remind that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Insurance.

SPECIFICATION: GROSS REVENUE

Item No. 1	On Gross Revenue) Sums Insured and Total
Item No. 2	Additional Increase in Cost of Working) Sums Insured as stated in the
Item No. 3	On Professional Accountants' Charges) Schedule

ITEM NO.1

The Insurance under Item No.1 is limited to (a) LOSS OF GROSS REVENUE and (b) INCREASE IN COST OF WORKING and the amount payable as Indemnity thereunder shall be:

- (a) In respect of Loss of Gross Revenue : The amount by which the Gross Revenue during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Gross Revenue;
- (b) In respect of Increase in Cost of Working : The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Gross Revenue thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Damage;

provided that if the sum insured by this item be less than the Annual Gross Revenue (or a proportionally increased multiple thereof where the Maximum Indemnity Period exceeds twelve months), the amount payable shall be proportionately reduced.

ITEM NO. 2

The insurance under Item No.2 is limited to the additional expenditure beyond that recoverable under Item 1(b) of this Policy necessarily and reasonably incurred by the Insured during the Indemnity Period in consequence of the Damage for the sole purpose of avoiding or diminishing the reduction in Gross Revenue or for the sole purpose of resuming or maintaining normal business operations.

Notwithstanding the above, this item does not include :

- (a) any portion of the above costs which would have been recoverable under Item No.1 but for the inadequacy of the sum insured under that item;
- (b) costs of reinstating physical damage.

This item will only be insured provided an amount is stipulated in the Policy Schedule against Item No.2 Additional Increase in Cost of Working and the liability of the Company shall be limited to the amount as stated in the Schedule.

ITEM NO. 3

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under Claims Condition 10 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by Professional Accountants/Auditors if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Insured the reasonable charges payable by the Insured to their Professional Accountants/Auditors for producing such particulars or details or any other proofs,

information or evidence as may be required by the Company under the terms of Claims Condition 10 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause shall in no case exceed the sum insured for this item.

DEFINITIONS

Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Policy shall be exclusive of such tax.

Note 2: For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

INDEMNITY PERIOD - The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof, provided always that the Company is not liable for the amount of loss arising during the time excess, such time excess to commence as from the beginning of the interruption of or interference with the Business resulting in a claim under this Policy.

MAXIMUM INDEMNITY PERIOD - The period stated in the Schedule.

GROSS REVENUE - The money paid or payable to the Insured for services rendered in the course of the Business at the Premises.

ANNUAL GROSS REVENUE The Gross Revenue during the twelve months immediately before the date of the Damage) to which such adjustments shall be made) as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage
STANDARD GROSS REVENUE The Gross Revenue during the period corresponding with the Indemnity Period in the twelve months immediately before the date of the Damage appropriately adjusted where the Indemnity Period exceeds twelve months) or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

SHORTAGE IN REVENUE – The amount by which the Revenue during a period shall in consequence of the Damage fall short of the part of the Standard Revenue which relates to that period.

MEMO 1 - ALTERNATIVE TRADING CLAUSE

If during the Indemnity Period revenue shall be maintained elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf, the revenue so maintained shall be brought into account in arriving at the Revenue during the Indemnity Period.

MEMO 2 - PREMIUM ADJUSTMENT CLAUSE

The premium paid hereon may be adjusted, by additional premium or refund as the case may be, on receipt by the Company of a declaration of Gross Revenue earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any Damage shall have occurred giving rise to a claim for loss of Gross Revenue the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment

by the amount by which the Gross Revenue was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the sum insured on Gross Revenue for the relative period of insurance the Company will allow a pro-rata return of premium not exceeding 25% of the premium paid.