

This English version was translated from Vietnamese

EMPLOYERS' LIABILITY INSURANCE WORDING

*(The Vietnamese Original version was issued in accordance with the Decision
No.: 12QĐ/BH-PAC-13 dated November 21, 2013 of Phu Hung Assurance Corporation)*

WHEREAS THE INSURED carrying on the Business described in the Schedule and on other for the purpose of this Insurance by a Proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Phu Hung Assurance Corporation (hereinafter called the Company) for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance;

NOW THIS POLICY WITNESSES that if any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury caused by accident during the Period of Insurance and arising out of and in the course of employment by the insured in the Business;

The Company will subject to the Terms, Exceptions and Conditions contained herein or endorsed hereon indemnify the Insured against all sum which the Insured shall become legally liable for damage and claimant's costs and expenses in respect of such injury and in addition pay all costs and expenses incurred with its written consent.

The Company will also pay the Solicitor's fee incurred with the Company's written consent for representation of the Insured at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury which may be the subject of indemnity under this POLICY.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in term of this POLICY provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms, Exceptions and Conditions of this POLICY in so far as they can apply.

CONDITIONS

1. This POLICY and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this POLICY or of the Schedule shall bear such specific meaning wherever it may appear.
2. In the event of any occurrence which may give rise to a claim for indemnity under this POLICY the Insured shall as soon as possible give notice thereof to the Company in writing with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. The notice shall also be given in writing to the Company immediately.
3. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity of damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Company may require.
4. The Insured shall take reasonable precautions to prevent accidents.
5. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages, salaries and other earnings paid by the Insured to employees during each period of insurance. The name of every employee

together with the amount of wages, salaries and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages, salaries and other earnings paid during any period of insurance within one month from the expiry date of such period of insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company.

6. If at the time any claim arises under this POLICY and there is any other Insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
7. The Company may cancel this POLICY by sending thirty days' notice by registered letter to the Insured at his last known address. In such event the Premium shall be adjusted in accordance with Condition 5.
8. The due observance and fulfillment of the terms, provisions, conditions and POLICYs of this POLICY in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this POLICY.
9. The Company shall be liable only for an amount in excess of the benefits to be paid under the Labor Code.
10. Jurisdiction It is hereby understood and agreed that any civil action shall be exclusively exercised by the court in Vietnam.

EXCEPTIONS

The Company shall not be liable under this POLICY in respect of:

1. Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
2. Any injury or disease caused elsewhere than in Vietnam.
3. Any liability of indemnity by willful or incited act committed by the Insured.
4. Any liability of indemnity to business operatives of full times or part-time of the Insured not described in the POLICY.
5. Liability assumed by the Insured under any contract or agreement.
6. Any liability of indemnity:
 - 6.1. resulting in disease of employee, or
 - 6.2. arising from willful or unlawful act committed by employee, or
 - 6.3. to Contractor or Sub-Contractor of the Insured or Employee of Contractor or Sub-Contractor.
7. Liability of indemnity by war of warlike operation (whether war be declared or not), rebellion, usurped power or military requisition.

8. Liability of indemnity whatsoever nature directly or indirectly caused by ionizing radiations or contamination by radioactivity from any nuclear fuel.
9. Liability of indemnity by accidents arising from typhoon, earthquake, hail and flood.
10. Liability of indemnity regulated under the Labor Code. This exclusion does not apply to liability for damage that the Insured would have in the absence of the Labor Code.
11. Employees working under the influence of alcohol or drug.
12. Any accident arising out of the ownership, maintenance, use or entrustment to the employee of aircraft, motor vehicle or watercraft owned or operated by or rented or loaned to the Insured.