

DCT
Lawyers

A guide for clients





At DCT we are committed to distinguishing ourselves by delivering high quality service to our clients. To do this we learn all that we can about your business and industry so that we can treat you the way you want to be treated individually. Working in partnership with you, we strive to deliver to your expectations.

DCT is committed to always providing you with the highest standards of client service. We want to hear from you if we don't deliver to your expectations.

Tam Le
Managing Partner

DCT's Client Service Charter

Accessibility

- DCT will assign a Partner to be responsible for your matter.
- When you phone your lawyer and if they are unavailable, you will be given the option of leaving a voice message or a message with a secretary.

Responsiveness

- DCT will respond to your telephone calls promptly.
- We will handle your correspondence promptly on receipt.
- When you visit our office you will be attended to promptly.

Communication

- Your assigned Partner will be made aware of all new instructions.
- We will keep you informed of the progress of your matter.
- We will encourage you to provide us with clear instructions and to tell us if you have any important time limits.

Client relationship management

- Your assigned Partner will liaise with you to confirm your expectations for our delivery of service and to confirm other members of our client service team.
- We will encourage you to provide us with feedback on our performance.

Costs and billing

- When taking your instructions, DCT will discuss the legal and disbursement charges.
- Where appropriate, we will confirm these arrangements in writing.
- You can ask for details of what costs have been accrued at any stage.
- We will bill you at regular intervals, usually monthly, and in a format that is clear and easy to understand.
- We will always discuss any issues you may have.

Privacy

- We value the confidential information you give us and will take all necessary and reasonable precautions to keep your personal information accurate and confidential and to prevent unauthorised access.
- You have the right to inspect the personal information we hold about you.

Not satisfied with our service?

- We want to know if you are not receiving the service you expect or are dissatisfied in any way. We will review the situation promptly and thoroughly and try to address the issues.

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1. Welcome to DCT LAWYERS

At DCT we combine technical expertise with strong industry knowledge to deliver value to our clients. We offer business focused legal solutions coupled with the highest level of client service.

This guide provides you with important details about all aspects of our service delivery.

Delivering high quality service

DCT is one of the commercial law firms in Vietnam. We maintain our high standards of service delivery by focusing on best practice for recruitment, training and development, supervision of matters, knowledge management and client relationship management. Backed up by our significant investment in IT systems, we are able to deliver an efficient, high quality service to you.

Cost-efficiency and continuity

Every aspect of your work will be performed by the most appropriate person at the most appropriate level of seniority and experience, under the supervision of a specific partner. This ensures efficiency and cost-effectiveness for you. We will also do our best to ensure you have continuity of team members and will notify you if any changes are necessary.

Confidentiality

We will not discuss your matter or any related issues with any external person or organisation without your express permission.

Normal business hours

Our normal business hours are 9:00am to 5:00pm, Monday to Friday and 9:00am to 1:00pm on Saturday. Should you need to see us outside of these hours, we will be pleased to arrange an appointment.

Local coverage

Should you require legal expertise in Vietnam jurisdiction. We will provide with the following:

- High quality and responsive client service
- Multi-faceted practices
- Leading position in the use of technology, both in their practices and management and
- Breadth and depth of expertise in traditional and emerging industries and areas of law.

We also have long established relationships with many other law firms and professional advisers throughout the country.

We will be happy to make the appropriate referral should this be necessary.

2. How you can get the most out of your lawyers

To help us meet our objective of providing you with a high quality, ethical and professional service, there are a number of ways in which you can assist us.

Understanding your requirements

We will work with you to:

- Develop an understanding of your business and expectations;
- Establish objectives and deadlines; and
- Wherever possible, determine practical budgets.

Clear communication

Clear communication is vital to achieving the best outcome for you – please make sure you tell us what you want us to do.

Everyone at DCT has access to the latest technology to ensure fast and effective communication. All members of your Client Service Team have access to:

- Direct telephone lines and voice mail facilities, meaning you can leave messages outside office hours or when your lawyer may be unavailable
- Experienced secretaries who can assist you, and who can also be contacted through our voicemail system
- Email and direct fax lines
- Videoconference facilities and
- Extranet services.

We will keep you informed of the status of your work and of significant correspondence and developments related to your matters. Where we are unable to control every aspect of the legal system, particularly where other parties may be involved, we will communicate these issues to you promptly.

Providing value for money

We want to provide you with the best service, in the most cost effective and efficient way. We will perform your work conscientiously and without delay. To best represent you, we need your full and prompt co-operation. You can help us by:

- Giving us all the information we need up front and by ensuring that all information you provide to us is complete, accurate and up-to-date and that any changes to the information or circumstances which may be relevant to the work we are undertaking is communicated to us promptly. This speeds progress and can be an important factor in minimising the overall cost of your matter.
- Deciding the best form of communication. Is a phone call, email or brief meeting sufficient to deal with your matter or do you need written advice?
- Preparing your points and documentation before you meet with your lawyer. This helps us to quickly focus on your issues.
- Managing deadlines and promptly advising us when they cannot be met and
- Deciding if any of the work, for instance research, can be done by yourself or by someone in your organisation.

Feedback

We are confident of providing a high quality service in all respects. We will welcome your suggestions and requests for information. If, however, you have any concern about our service delivery, or wish to discuss any aspect of your matter, please contact your designated Partner, or if you believe it appropriate, our Senior Partner, Mr. Tam Le. We value you as a client and if you have any reason to be unhappy with the service we provide, we will welcome your candid feedback.

3. How we add value to our relationship

Client relationship management

Our client relationship management programme is designed to ensure your satisfaction with our service delivery. We will focus on your specific requirements and develop with you a strong and rewarding

relationship by ensuring consistent and co-ordinated management and service delivery across DCT.

Your DCT Partner has ultimate responsibility and accountability for delivering excellent service and will ensure that:

- All team members understand your needs and expectations.
- You have access to the right people and resources and.
- Our service is co-ordinated and consistently delivers to you high quality results.

Fast access to the right information

We know the value of fast access to relevant information. Our highly skilled lawyers have quick and easy access to extensive libraries and global knowhow databases. This means they are able to provide you with the best advice in the fastest time possible.

Email Legal Update service

As our client, we are pleased to provide you with access to our complimentary Email Legal Update service. This service allows you to select from around 30 areas of interest on which you would like to be kept informed of legal developments. The updates are written by our lawyers who specialise in various areas and cover the laws of Vietnam. You will only receive Email Legal Updates for the areas that you have chosen. We also use this service to notify you of our upcoming seminars and events which may be of interest to you. You can register through the Legal Updates section on our website <http://www.dctlaw.com.vn> or complete the fax back form at the back of this Guide.

Training and development

At DCT, we value knowledge and learning. Our highly-regarded seminars help our clients stay abreast of legal, regulatory and industry developments that impact on their businesses.

Our seminars provide practical information and an opportunity for valuable discussion that can help you make better informed decisions. Further information can be found at our website <http://www.dctlaw.com.vn>.

On-line Services

We recognise that for some clients, you may need a high level of connectivity with us. We are able to tailor make several on- line services that offer clients immediate access to:

- Customised extranets
 - Virtual deal rooms – instant or remote access to all the latest documentation relating to a specific matter
 - Archive rooms – an on-line document storage and repository service or
 - Status reports – for specific transactions such as debt collection.
- We will be pleased to discuss these services with you in more detail if you are interested.

4. The way we do business

These terms apply to all work carried out by us for you, unless agreed otherwise in writing by a partner or consultant of DCT.

1. How we calculate our charges

Our charges are calculated in accordance with the Legal Practitioners Law which allows us to take into account a number of issues, such as the specialised skill and knowledge required; complexity and difficulty of the factual and legal issues involved; number and importance of documents prepared or perused; place and circumstances where business is transacted; time expended; value of the matter; urgency required; seniority of the professional staff engaged and the importance of the matter.

2. Fee estimates and fixed fees

2.1 An estimate is our indication of our likely charges for dealing with the matter concerned based on the information known to us at the time the estimate is given. An estimate is subject to revision and is not binding upon us.

2.2 A fixed fee is a proposal by us to deal with a specified matter for a stated fee. If we undertake work outside the agreed scope we will charge for it on the basis referred to in paragraph 1.

3. Disbursements and other expenses

3.1 We will invoice you for additional expenses incurred, including

photocopying, international telephone calls, fax, postage and courier charges, overtime charges for support staff, as well as stamp duty, barristers' fees, court filing fees and/or search fees where appropriate. Our bill will provide you with an itemised breakdown of these expenses.

3.2 By instructing us you confirm our authority to pay any expenses necessary or desirable to achieve your objective. However, we will consult with you before engaging barristers, foreign lawyers or experts for whose fees you will be responsible.

4. Payment on account

We may from time to time ask you to make a payment to us on account of our charges and expenses. We will credit it against payment of your bill(s).

5. Payment terms

5.1 We may bill your matter at regular intervals while the matter is in progress. A final bill will be sent to you after the matter is completed. If for any reason your matter does not proceed to completion, you will be responsible for our charges and expenses incurred until we are informed that the matter has terminated.

5.2 Our bills are payable on receipt. We reserve the right to charge interest on bills that are overdue for 30 days.



5.3 We do require payment of our bills without any deduction or withholding on account of taxes or charges of any nature. If a deduction or withholding is required by law, you will be responsible for paying such additional amount as is necessary so that we receive the full amount of the bill.

6. Ownership and storage of materials

6.1 When we complete your matter we shall, if requested, return to you all documents and other material loaned by you to us for the purpose of carrying out that matter. Our working materials, all correspondence between you and us and other material generated by us in that matter will remain our property (and, unless we agree otherwise, we shall own the copyright in any documents prepared by us on your behalf). We will keep these materials (except for any of your materials which you ask to be returned to you) for such periods as we think fit unless a special arrangement is made.

6.2 Unless otherwise agreed, all original documents (such as deeds, guarantees or certificates) will be returned to you upon completion of the matter and payment of all outstanding bills.

7. Electronic communications

7.1 Where we communicate with you by electronic means, we accept no liability for non-receipt, or late receipt, by you of such communications or for any corruption in the information communicated to you or its disclosure to other parties.

7.2 Although we regularly carry out virus checks, we advise you to carry out your own virus checks on all your systems, data and communications (whether in the form of computer disc, email, internet or otherwise). We accept no liability for any viruses that may enter your system or data by these or any other means.

7.3 For your convenience, documents may be made available to you in electronic as well as hardcopy format. In the case of discrepancy, the signed hardcopy should be regarded as definitive.

8. Confidentiality

We owe a common law duty of care with respect to confidential information given to us. As we owe the same duty of confidentiality to others who are, or have been our clients, we will be under no duty to disclose to you, or use for your benefit, any confidential information that we currently have, or may obtain, in relation to any other client or third party.

9. Conflicts of interest

If you become aware of a possible conflict of interest between you and another client for whom we act in a particular matter, you should raise it immediately with us. If a conflict of this nature arises, you agree it will be up to us, taking account of legal constraints, applicable professional rules and your and the other client's interests and wishes to decide whether we should continue to act for both parties, for one only, or for neither.

10. Disclosure for promotional purposes

Unless you inform us otherwise, you agree that we may include, in a list of matters which we use for promotional and internal purposes, the fact that we represent you, the names of the parties, the dollar value of the matter (if relevant) and a general description in respect of all matters which have been publicly disclosed on which we represent you.

11. Limitation of liability

If you have agreed with any other adviser any limitation, we will not be liable for anything you could have claimed from that adviser but could not because of that limitation.

12. Third Parties

12.1 The services provided by us to you are solely for your benefit and we accept no responsibility to anyone else. Should you wish to pass any advice we have provided to a third party, we will not accept liability to that third party.

12.2 If you ask us to introduce other professional consultants to you, we will endeavor to do so. Unless agreed otherwise, you will be responsible for payment of their fees and charges directly. Any advice given by them will be their responsibility direct to you and not ours, and we shall not be liable for any act or omission by them.

13. Termination of our relationship

13.1 You have the right to end your relationship with us at any time. If you decide to end our relationship, we have the right to exercise a lien over (that is, retain) the deeds, documents, monies and other items held for you until our bills are paid in full.

13.2 We have the right to end our relationship with you at any time. Examples of when this may be necessary include:

- If in our opinion a conflict of interest arises
- If any payment due to us, or reasonably required by us on account of fees or expenses, is not made
- If we are unable to obtain full or adequate instructions from you
- If we determine that the relationship of trust and confidence necessary between solicitor and client does not exist or
- If we consider that it would be inappropriate, in the light of our professional rules, for us to continue to act.

13.3 If we or you decide that we will no longer act for you, you will be responsible for our charges and expenses incurred before termination, plus any further charges and expenses for work necessary to transfer our files to another adviser of your choice.

13.4 These terms will continue to be binding on each of us notwithstanding such termination.

14. Governing law

These terms, and the services we provide to you, are governed by Vietnamese law. You agree to submit irrevocably to the exclusive jurisdiction of the Vietnam Courts in the event of any dispute arising between us. You acknowledge that we may bring proceedings against you in other jurisdictions at our option in relation to any such dispute.

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