

Service contract no.: .... -2024/ECP

## SERVICE CONTRACT

Based on the Civil Code 2015 of Vietnam;  
Based on the Commercial Law 2005 of Vietnam;  
Based on the needs and capacities of both parties.

On ... of ... in ..., we are including the following parties:

**Service Provider : Mr./Mrs. ...**

ID/ Passport number: 00123\*\*\*\*

Issued on : ... /.../...

Place of issue : ...

Nationality : .../ ....

(Hereinafter referred to as “Party A”)

**Service Recipient : Mr./Mrs. ...**

ID/ Passport number: 00123\*\*\*\*

Issued on : ... /.../...

Place of issue : ...

Nationality : .../ ....

(Hereinafter referred to as “Party B”)

Party A or Party B, hereinafter individually referred to as a “Party” and collectively as “the Parties” or “both Parties.”

### Recitals:

- Party A is a provider who provides payment gateway rental services.
- Party B is a client in need of using these services.

Therefore, the Parties mutually agree to sign this contract as the following provisions:

### ARTICLE 1: DEFINITION

**1.1.** In this Agreement, payment gateway rental service is defined as an online service where Party A rents one or more types of international payment gateways owned by Party A to Party B. Party B uses these international payment gateways on its online store, allowing customers to make payments when purchasing goods.

**1.2.** Terminology used:

- **“Stripe Gateway”**: An online, multi-platform service that allows businesses to process and manage digital payment transactions, provided by Stripe Inc., headquartered in San Francisco, California, USA.

- **“PayPal Gateway”**: A multi-platform online payment service that allows individuals and businesses to send and receive money over the Internet, provided by PayPal Holdings, Inc., headquartered in San Jose, California, USA.

- **“ShopPay Gateway”**: An online payment service on the Shopify platform, provided by Shopify Inc., headquartered in Ottawa, Canada.

- **“Store”**: For this agreement, it refers to Party B's online store.

## **ARTICLE 2: CONTENT**

### **2.1. Service information:**

Party A rents to Party B the ... gateway with the following specific information:

- The ... payment gateway is rented for use with the store ... and can be accessed at the link <https://www.....>
- Depending on the business situation, the condition of the gateway and the agreement between the parties, Party A will modify the ... gateway as needed for Party B's Store.
- Party A rents the ... gateway exclusively for the store specified above. Party B is not permitted to change the Store without Party A's consent.

### **2.2. Service charge:**

- Total service charge: ...% the amount payout from ... after deducting all taxes and transaction fees incurred from the payment gateway.
- Service charges do not include transfer fees or foreign currency conversion charges.
- In certain specific cases, the service fee may exceed ...% due to dispute solving policy. Detailed regulations regarding the service fee are specified in Appendix.
- The service fee does not include 10% VAT .
- Payment Method: Post-payment, via bank transfer.
- Payment Term: As agreed upon by both parties.

### **2.3. Contract term:**

- The contract has a term of 12 months and may be extended by mutual agreement of the parties.
- The contact starts from ... of ...,... to ... of ...,... .

### **ARTICLE 3: APPENDIX**

- The appendices to the contract are documents that provide detailed supplementary information to the main contract. The appendices are integral parts of this Contract and can not be separated from it.
- By signing this contract, Party B has thoroughly read and agrees to the provisions in the appendices.
- The parties are responsible for storing and preserving the appendices along with the main contract for the entire duration of the contract and in accordance with legal regulations.

### **ARTICLE 4: RIGHTS AND OBLIGATIONS OF PARTY A**

#### **4.1. The rights:**

- Party A has the right to access and utilize the necessary information and documents from Party B to carry out its work in accordance with the agreement in the contract.
- Party A is entitled to the service charge as specified in Article 2 of this contract.
- Party A has the right to view and inspect order information on the Store, including but not limited to email communications with customers, tracking numbers, shipping labels, and other information related to products and orders. This information will be used by Party A to resolve disputes between Party B's customers through Party A's payment gateway and will also assist Party A in preparing payment reports for Party B.
- Party A has the right to request compensation from Party B if Party B causes damage to Party A or fails to comply with product policies as detailed in Appendix.

#### **4.2. The obligations:**

- Report all successful transactions of Party B at the **store ...**;
- Ensure the disbursement of store's revenue to Party B according to the specified schedule, after deducting service fees and any other applicable fees (if any) as per the policy mentioned in Appendix.

## **ARTICLE 5: RIGHTS AND OBLIGATIONS OF PARTY B**

### **5.1. The rights:**

- Party B has the right to request Party A to provide financial data related to payments from the Store, such as statements, revenue-expense spreadsheets.
- Party B has the right to receive the store's revenue through **the ... gateway** in accordance with the agreed-upon schedule, after deducting service charge and transaction fees.
- Party B has the right to terminate this Agreement upon a reasonable notice to Party A if Party A fails to perform and fulfill works as stipulated in this Agreement or the commission by Party A of a crime, or an act of fraud or dishonesty against Party A. In this case, notice of termination must be given in writing to Party A before 30 working days.

### **5.2. The obligations:**

- Party B is responsible for providing the necessary information and documents to Party A so that Party A can perform its duties as agreed upon in the contract.
- Party B is responsible for selling only the types of products committed on the Store. In the event that Party B violates product policies, Party B is obligated to compensate Party A in accordance with the product regulations specified in Appendix.

## **ARTICLE 6: CONTRACTUAL COMPENSATION**

**6.1.** If one party breaches the contract, the other party has the right to claim compensation for damages resulting from the breach, including the benefits that would have been obtained under the contract due to the directly harmful actions.

**6.2.** The breaching party is obligated to cover any costs incurred due to the failure to fulfill contractual obligations, which are not duplicative of the compensation for damages related to the benefits provided by the contract.

## **ARTICLE 7 : DISPUTE RESOLUTION**

**7.2.** The parties commit to strictly adhering to the terms and conditions stipulated in this Contract. In the event of a dispute, both parties shall discuss and resolve the issue amicably and cooperatively.

**7.3.** In the event that the parties cannot reach an agreement, the dispute shall be resolved by a competent court. The court's decision shall be final and binding on both parties.

## **ARTICLE 8: CONTRACT TERMINATION**

This Contract shall be validly terminated under one of the following situations:

- The contract term ends, and the parties do not extend it.
- Either Party unilaterally terminates the Contract by providing written notice to the other Party at least 30 (thirty) business days prior to the termination date.
- Party B fails to meet the revenue target through **the ... gateway** as previously agreed with Party A

## **ARTICLE 9: GENERAL ARTICLE**

**9.1.** The Parties commit that this Agreement is voluntarily and equally entered by the Parties and the Parties understand their rights and obligations and together consent to sign below. Any amendments or modifications to this Agreement must be jointly made in writing by the Parties.

**9.2.** The Parties acknowledge that this Agreement is governed by and construed in accordance with the laws of Vietnam. During this Agreement, any disputes, if not being capable of being amicably resolved between the Parties, shall be referred for competent court of Vietnam. The court award shall be final and binding on the Parties. Losing Party is responsible for payment of all court costs and attorneys' fees of the prevailing party.

**9.3.** This Service is made in two copies of the same legal validity, each party shall keep one copy with effect from **... of ...** .... In the event of any inconsistency between the Vietnamese version and English version, the Vietnamese version shall prevail.

**BÊN A**

**BÊN B**

## APPENDIX

*(Attached to Service Contract No. ...)*

According to the Service Contract no ... ..-24/ECP/... signed by Mr./Mrs. ... and Mr./Mrs. ... on ... of ... ..;

Party A and Party B referred to in this Appendix are Party A and Party B in the Service Contract No. ... ..-24/ECP/... (hereinafter referred to as the "Service Contract"), with all information remaining unchanged.

The terms used in this Appendix shall have the definitions specified in Article 1 of the Service Contract.

Appendix details the terms and policies as follows:

### ARTICLE 1: STORE POLICY

- The store of Party B, linked to Party A's payment gateway, is prohibited from listing dietary supplements, cosmetics, weapons, prohibited items, or products that violate the agreements between the two parties.
- If Party B is found to engage in practices that violate buyers rights, such as failing to deliver goods or committing fraud, Party A reserves the right to suspend services, terminate the contract prematurely, and not transfer any revenue amounts.

### ARTICLE 2: SERVICE FEE AND PAYMENT POLICY

#### 2.1. Rental payment gateway fee:

- Products that comply with the DMCA: 3.5% total payout money
- Products that do not comply with the DMCA: 5% total payout money
- If the store's revenue for the quarter exceeds \$250,000, Party A will refund 0.5% of the gateway rental fee at the end of the quarter.

#### 2.2. Transaction fee:

- Transaction fees of Stripe, PayPal, or Shopify Payments are applied according to the published fee schedules of each platform.

**2.3. Payout money:** The amount withdrawn to Party B's account is calculated using the following formula:

**Payment Gateway Rental Fee = (Revenue - Payment Gateway Fee) \* Ecompay Fee**

Example: A seller uses Shopify's payment gateway rental service with a rental fee of 3.5%, and the selling price of an order is \$100.

Fee paid to Shopify =  $100 * 3.4\% + 0.3 = \$3.70$

Fee paid to Ecompay =  $(100 - 3.70) * 5\% = \$3.37$

Amount received by the seller =  $100 - (3.70 + 3.37) = \$92.93$

In the event that bank transfer fees arise when Ecompay makes payments to the seller, these fees will be borne by the seller and will be deducted directly from the transfer amount.

**2.4. Payout schedule:** Minimum 03 (three) business days after the successful transaction date.

**2.5. Temporary hold:**

- Party A will temporarily hold **10%** of the total revenue for 45 days. The held funds are used to address any return or dispute issues that arise after the withdrawal period.
- In the event that Stripe holds the funds due to unusual changes in the account (such as a sudden increase in revenue or suspected non-shipment, etc.), typically 25% of daily revenue for 90 days, Party A will not hold any additional money.

**2.6. Dispute solving:**

- Order Processing and Tracking Information: Party B is responsible for processing orders and providing complete adding the tracking codes to customers from 3 to 5 business days. Party B must also maintain regular communication with customers to prevent disputes.
- Allowed Dispute Rate: The dispute rate must always be maintained **below 1%** of the total number of orders. If the dispute rate exceeds 1% in one month, Party A will increase an additional fee of 0.75% for every 1% increase in the dispute rate. This additional fee will be reduced if the dispute rate decreases to a normal level (below 1%) in the following two months.
- Over allowed Dispute Rate: If the dispute rate exceeds 4%, Party A will suspend the service. Any remaining payout will incur an additional 2% rental fee.

**2.7. Refund rate:** The total number of refund orders must not exceed 1% of the total orders in a month.

### **ARTICLE 3: COMMITMENTS**

- Party A commits to providing a payment gateway registered with accurate information, having a clear legal entity, and being protected according to the platform's regulations.
- Party A commits to proactively updating the status of the payment gateway and providing alternative solutions in case of issues, allowing Party B to adjust their business strategy quickly and effectively.
- Party A commits to providing timely and effective support throughout the use of the payment gateway. If any issues arise or questions related to the payment gateway occur, Party B has the right to contact Party A through official support channels and will receive prompt and detailed responses.
- Party A and Party B commit to implementing security measures to protect the information and data of the others. All sensitive information related to transactions, accounts, products, customers, order data, and all other related documents is only allowed to circulate internally between Party A and Party B.

### **ARTICLE 4: RISK SHARING POLICY**

- The payment gateway may have funds held for 90 days or 120 days, or the funds may be completely withheld, or all orders may be refunded due to litigation, disputes, or unforeseen reasons.
- In such cases, Party A will collaborate with Party B to restore the gateway, including submitting necessary documents, sending support emails, making phone calls, and working with the legal team. Both parties acknowledge that the final decision remains with the payment gateway issuer (Stripe or PayPal or Shop Pay).
- By signing this Appendix and the Service Agreement, both parties agree to share the aforementioned risks. Neither party shall have an obligation to compensate the other unless fault on the part of the other party is proven.

### **ARTICLE 5: VALIDITY OF THE APPENDIX**

- Appendix is an integral part of the Service Agreement. The terms and policies mentioned in this appendix have the equal legal value as the terms in the Service Agreement.
- Appendix is invalid if the Service Agreement is terminated or expires.



- Appendix is made in two copies of the same legal validity, each party shall keep one copy with effect from ... of ... .... In the event of any inconsistency between the Vietnamese version and English version, the Vietnamese version shall prevail.

**BÊN A**  
PARTY A

**BÊN B**  
PARTY B