

MONEY TRANSFER AGREEMENT

Between: 1671474 Ontario Limited
O/A Cong Ty HaiVan
7007 Islington Ave. W., Suite #17
Vaughan, ON
L4L 4T5

(Hereinafter called “**HaiVan**”)

And:

Company Name:
Type of Company: Individual Partner LLC Corporation
Contact Person:.....Cell:.....
Address:
City:.....Province:.....
Postal Code: Country:.....
Tel: Fax:
Email:.....Website:.....

YOUR STATUS WITH HAIVAN is EXCLUSIVE AGENT.

(Hereinafter called **the “Agent”**)

THIS AGREEMENT is entered into and effective this..... day of.....20....

RECITALS

WHEREAS, HaiVan is engaged in the services of money transfer from Canada to Viet Nam, Lao, and Cambodia and further destinations will be proclaimed later.

WHEREAS, the parties desire to form a relationship, depending on the Credit check or all other circumstances, whereby the Agent will be appointed as an Exclusive Agent for Cong Ty HaiVan or not.

NOW THEREFORE: In consideration of the mutual promises and agreements set forth herein, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Parties Initials:

I/ DEFINITIONS:

1/ “HaiVan Software” means, but not limited to, the online IP number, the website and the software system plus the password and user name, to provide access for the Agent to fulfill the task of money transfer, the administration and/or the accounting purposes.

2/ “HaiVan Products” means, but not limited to, products that are comprised of HaiVan’s name and logo, banners, poster, forms, letters, signages, promotion gifts and the interac/debit machine.

3/ ”Interac Direct Payment” means an electronic payment option where cardholders using their banking card can pay for purchases at any Interac participating merchants in Canada.

4/ “Interact Email Transfer” or the Direct Payment is the electronic payment method where the bank account holders use their banking email network to pay for an owing amount from merchants in Canada.

II- AGENT’S INFORMATION:

The agent is required to provide:

- Copy of Agent Business’ Registration
- Copy of the Business Owner’s pictured I.D.
- Business Void Cheque
- Personal Void Cheque

PERSONAL INFORMATION:

- Name:.....
- Home address:.....
-
- Home Tel.:..... Cell:
- D.O.B. (must be over 18):.....
- S.I.N. (Optional):.....
- Driver License:.....Exp:.....
- Credit Card:.....Exp:.....
- Business Bank Account:.....
- Name of Bank:.....Tel:.....
- Personal Bank Account:
- Name of Bank:.....Tel:.....

III- HAIVAN’S RESPONSIBILITIES:

1/ LEGAL:

HaiVan is a legal Corporation registered under the law of Canada. HaiVan and its Agents are also registered with FINTRAC Canada under the Registration Number: M08109031. Parties Initials:

2/ OPERATION:

HaiVan will help to set up and provide necessary steps as agreed for The Agent to provide the services of the HaiVan Money Transfer to the public.

3/ PROMOTION/ADVERTISING/ MARKETING:

HaiVan will reasonably make efforts to promote and advertise the services of HaiVan's system to the public at HaiVan's cost. However, the Agent will be responsible for their cost of their own advertisement if any, and such advertisement must be pre-approved by HaiVan to prevent any misconduct or misrepresenting of any facts or any laws. Failure to obtain HaiVan written approval is sole responsibility of the Agent.

4/ SIGNAGE:

HaiVan will provide the Agent a pre-printed plastic signage with logo and contact information free of charge. The Agent will be responsible for the cost of any signage used by them unless it is pre-approved and agreed to pay by HaiVan.

7/ BANKING:

The Agent is supplied with two (2) pre-printed bank books from HaiVan.
The Agent is said NOT TO ACCEPT ANY CHEQUE OR MONEY ORDER OR BANK DRAFF under some circumstances to avoid the NSF or fraud of any kind from anybody.

8/ OWNERSHIP OF DATA:

Both parties acknowledge and agree that HaiVan owns all database information, collective and similar rights, title and interests worldwide and other proprietary information databases, and all information.

9/ HAIVAN INTELLECTUAL PROPERTY:

The Agent shall receive no right, license or permission to use, manipulate, reproduce any of the HaiVan's trade marks, copyrights content, or other intellectual property rights without the prior written permission of HaiVan.

10/ INDEMNITY:

The Agent hereby agrees to indemnify and saves harmless HaiVan from any and all costs, expenses and damages (including legal fees) incurred by it as a result of any action by any third party against HaiVan arising out of the use of HaiVan services by the Agent's customers other than actions for breach of the agreement or the misbehaviour of the law and other than any action arising out of the willful misconduct or misrepresenting of the law by HaiVan.

Parties Initials

11/ CONFIDENTIAL INFORMATION:

Neither HaiVan nor the Agent shall divulge or disclose to any third parties, unless it is required under the applicable government law, any information concerning the affairs of the customers of the HaiVan service. The Agent shall not exploit or divulge or disclose to any third parties any proprietary system or software of HaiVan. In particular, the Agent agrees to protect and maintain the confidentiality of the HaiVan's intellectual system software and not to abuse it under any circumstance.

IV- AGENT'S RESPONSIBILITIES:

The Agent is authorized by Hai Van to do a lawful money transfer business from Canada to Vietnam, Cambodia, and Laos.

1/ EQUIPMENT:

The Agent will require to have at least one of the following equipments at their own cost:

- a) A reliable fax machine.
- b) A PC computer with normal high speed internet.

All daily transactions will be conducted in the fastest manner for the Agent who has an internet service.

2/ DEBIT/ INTERACT MACHINES:

Once the credit check is approved and the Agent agrees to participate in sharing the cost of the hardware by putting down a deposit, a Debit/Interact machine may be installed at the Agent's business location.

In the case of the Agreement's termination, the deposit will be returned to the Agent, less the reasonable cost of wear and tear of the equipment, after HaiVan exams and agrees to take back the said Debit/Interact machine.

3/ TRANSFER FORMS:

The Agent may use the form provided by HaiVan or their own form. HaiVan may provide the transfer form at no cost, unless the Agent agrees to pay for the expense of delivery, if necessary.

If the Agent uses their own form, the form must reflect the applicable laws regarding the practices of **the FINTRAC** and **the PCMLTFA**, or any other applicable laws of states and government level where the Agent's business belongs to.

4/ TRAINING:

The Agent will have the basics and the ongoing training of the uses, procedures, and the services of the HaiVan's network.

The Agent will receive through fax or email system any up to date information to enhance the services of HaiVan. The Agent will be responsible to update or check the status of receiving the said information.

For the information under the scope of the **FINTRAC** and **The PCMLTFA**, the Agent is required to frequently check the website: www.fintract.gc.ca on weekly or monthly basic.

Parties Initials

5/ SUPPORTS:

HaiVan's supports are on daily basic, and subject to the availability of the staffs and the advantage of the technology. We advise that the Agent will test to verify all equipments, network, system, contact information, etc... on a daily basic to prevent any sudden difficulties.

6/ COMMISSION: Please see attached Schedule A (Agent Commission) for details.

The Agent will have the choice of receiving the commission:

- a) Instantly at the time of each deposit calculated.
- b) At the end of fiscal month.
- c) At the end of each fiscal year.

7/ BANKING DEPOSIT:

a) Unless it is pre-approved by HaiVan, the Agent will make deposits into HaiVan's RBC account whenever the sending amount exceeds \$1000.00 CAD/USD.

Before making the deposit, HaiVan will notify the Agent by a "Statement of Sending Period" for the total of deposit amount obligated by the Agent.

After deposit, the Agent will phone, fax or email the receipt of the deposited amount to HaiVan for the purpose of keeping the Agent's accounting record up to date.

b) The Agent, in the case of intentionally delaying or making no deposit of the obligated sending amount, which causes damages to HaiVan Money Transfer System, HaiVan will automatically apply charges or withdraw the said sending amount from any source of financial means provided by the Agent in this Agreement.

8/ PERSONAL GUARANTEES:

The Agent hereby acknowledges and agrees to provide personal guarantees for the entire sending amount from HaiVan's customers, through the Agent's location, in case of any shortage or delay or lost of the money. The Agent will volunteer to pay back to HaiVan or agree to let HaiVan apply reasonable amount plus any administration fee to recover the lost amount.

V- GENERALS:

1/ SERVICE FEES:

Please see attached Schedule A (Service Fee & Commission)

- The service fee is assigned by HaiVan unless otherwise stated
- The fee may be subject to change due to the promotion or the competition of the market.
- The Agent will be assigned an Agent code for accounting purpose.
- The Agent is responsible to keep all books, records, receipts, daily transfer forms for a period of five (5) years or as long as required by the law of the state or the country where the Agent's business is registered.

Parties Initials

2/ HOURS OF OPERATION:

HaiVan's Head Office will open from 10:00am to 7:00 pm, Toronto time:

- Monday-Saturday: 10am-7pm
- Sunday: 12pm - 6pm

Office will close at 7:00pm but the system is still receiving the transactions for the following provinces:

- a/ Agents in British Columbia: 10 am- 7pm (1pm-10pm Toronto time)
- b/ Agents in Alberta: 10am- 7pm (12 noon- 9pm Toronto time)
- c/ Agents in Saskatchewan/Manitoba: 10am-7pm (11am- 8pm Toronto time)
- d/ Agents in Ontario, Quebec, New Brunswick are having the same operation hour with the Head Office.

3/ BANKING:

HaiVan will provide the Agent two Royal Bank of Canada (RBC) bank books:

- a/ Company name: 1671474 Ontario Limited (Cong Ty HaiVan)**
- b/ CAD. Account #: 05602- 1017409**
- c/ USD. Account #: 05602- 4005153**

The Agents will be required to make deposits when the sending amount is over \$1000.00 CAD/USD or as soon as the Head Office notify them.

In some cases, thirty days after doing the business with HaiVan, the Agents may ask for more credit to increase the \$1000.00 limit. A deposit may apply towards the Agent for security purpose.

4/ BASIC PROCEDURES:

a)The Agent will Fax or Email all daily money transfer orders to HaiVan before 7:00pm Toronto time. The orders received after 7:00pm will be deemed for the next day. In some cases, the exception of operation hours will be applied to businesses in British Comlumbia, Alberta, Sask., Manitoba as said in the clause V-2/ above (Hours of Operation).

b) If there is a mistake or error related to the information of the Sender and/or Receiver's, there should be a time delay in the process of delivery money to the receiptient's address.

c) The contacts of the office are:

Cong Ty Goi Tien HaiVan:

Tel.: (905) 856-9771

Fax: (905) 856-9793

Toll free: 1-877-956-9771

Fax Free: 1-877-956-9793

Email: fax@goitienhaivan.com website: www.goitienhaivan.com

www.goitienvietnam.com

d)The Agent will be assigned a method of payment: either to make deposit to HaiVan above RBC accounts' or HaiVan will be authorized to withdraw from the Agent's account as said by clause II- Agent Information.

Parties Initalis:

VI- APPLICABLE LAWS:

HaiVan Money Transfer is a national money transfer network and the company is very strict to comply with the policy of the Anti-Money Laundering and Terrorism. HaiVan Money Transfer is operating under the guidelines and the scopes of:

- 1- The FINTRAC, Financial Transactions and Reports Analysis Centre of Canada and
- 2- The PCMLTFA, Proceeds of Crime (Money Laundering) and Terrorist Financial Act.
- 3- The Agent shall also comply with all other applicable laws, status, ordinances and regulations regarding your use of the service of money transfer, including but not limited to, your bidding on, listing, purchasing, of selling of a Registration.

The Agent will understand some basic information as requires by The FINTRAC as follows:

1/ Reporting:

a-Suspicious Transactions: The Agent must report where there are reasonable grounds to suspect that a transaction or an attempted transaction is related to the commission or attempted commission of a money laundering offence or a terrorist activity financing offence.

b-Terrorist Property: The Agent must report where you know that there is property in your possession or control that is owned or control by on behalf of a terrorist or a terrorist group.

c- Large Cash Transaction: The Agent must report (to HaiVan) large cash transactions involving amounts of \$10,000 (ten thousand dollars) or more received in cash.

2/ Record Keeping:

The Agent must keep the following records:

- Large cash transaction records
- Client information records for entities with which you have an ongoing service agreement.
- Records for the remittance or transmission of \$1000 or more and include information with certain transfer.

4/ Ascertaining Identity:

The Agent must take specific measures to identify the following individuals or entities:

- Any individual who conducts a large cash transaction.
- Any entity with which you have an ongoing business relationship.
- Any individual who conducts a foreign currency exchange transaction of \$3000 or more (Not applicable to HaiVan's system: We do not carry money exchange service.)
- Any individual who conducts a transaction for the remittance or transmission of \$1000 or more by any means or through any individual or entity.

5/ For more Rules and Obligations, you can go to the www.fintrac.gc.ca

Parties Initials:

The Agent must endorse Schedule B, The “HaiVan Policy of Anti-Money Laundering and Terroristism”

In particular, the Agent will be able to see, on the face of the HaiVan’s sending transaction form or through the login network, HaiVan requires the minimum legal information for each transaction as follows:

- a- **Sending \$1. to \$999. CAD./USD.(including the fee) : Sender must provide Name, Address, Telephone Number.**
- b- **Sending \$1000. to \$9999.(including the fee): Sender must provide Name, Address, Telephone, ID #, Date of Birth, Occupation.**
- c- **Sending over \$10,000.: Sender must provide photocopy of the required I.D. with the picture.**

The Agent will study Schedule B (HaiVan Anti-Money Laundering and Terroristism Policy) and for more detail information, please see the website www.fintrac.gc.ca

VII- TERMS:

a)The term of this agreement is Three (3) years (“Initial Term”) commencing on Upon expiration of the Initial Term, this Agreement shall automatically renew for a successive Five year periods (“Renewal Term”) unless the Agent or HaiVan notify the other party by a written notice at least sixty days prior to the end of the Initial Term or any of the Renewal term, as the case maybe, that is wishes to terminate this Agreement, or unless otherwise terminate in accordance with the term hereof. In case the Agent sale, dispose or assign the business to a successor, HaiVan will solely determine the credit of the new successor in order to grant the status of Agency to that person or that business.

b) Within the prescribed period, the Agent is not to carry any other money transfer system. Failure to keep this condition will cause the termination of the service of the Agent and the HaiVan will seek civil damage to claim back all commissions, costs, or any damages both in physical and spiritual, loss of clientele and reputation for the services of HaiVan.

VII- TERMINATION:

HaiVan will immediately terminate the service with the Agent if one of the following conditions occurs:

- 1/ The Agent carries another Money Transfer System without written consent from HaiVan.
- 2/ The Agent suspiciously participates in any wrongful or criminal activities.
- 3/ The Agent abuses or uses the customer’s information for any unlawful purpose.

Parties Initials:

- 4/ The Agent uses the name of HaiVan for any purpose other than being its Agency.
- 5/ The Agent discloses any information of this agreement to anyone without prior writing consent from HaiVan.
- 6/ The Agent intentionally delays or does not deposit sending amount on time to HaiVan.

This Agreement is made two copies, and will deem to be modified or amended in the future by a written agreement from HaiVan and executed by a duly authorized representative of same.

Entered into by the parties herein on the date first mentioned herein before.

Cong Ty HaiVan.

Per:
 (I have authority to bind company: Authorized Signature)

Name: ...Mr. Andy Le.....
 (Please print)

Title:

Date:

The Agent.

Company:.....

Per:
 (I have the authority to bind company: Authorized Signature.)

Name:
 (Please print)

Title:

Date:

Parties Initials:

**HAIVAN MONEY TRANSFER AGREEMENT
SCHEDULE "A"
SERVICE FEES & COMMISSION
Effective: January 1, 2009**

I/ SERVICE FEES:

1) Fee to transfer from Canada to Vietnam:

- a) (\$5+1.5%): - Home Delivery in Saigon
- b) (\$5+2%): - Outside Saigon, Home delivery

* Your Commission is : "Main Com.":.....% of the Fee.

The Fees may be different to each province in Canada and/or the reason of Promotion!
Please check with the Office for details!

.....

II/ SERVICE FEES:

- 2) Fee to transfer from Canada to Lao-Cambodia: (\$5+3%)
- 3) Fee to transfer from Lao-Campuchia to Canada : (\$5+3%)
- 4) Fee to transfer from Vietnam to Canada: (\$5+2%)
- 5) Fee to transfer within Canada (Toronto to Vancouver, etc.): (\$5+2%)

* Your Commission is : 1/2 of "Main Com.": ...1/2 of

.....

III/ SERVICE FEES:

6) Fee from Canada to China-India-Philippine: (\$5+2%)

*Your Commission is: 1/2 of "Main Com.": ...1/2 of.....

Parties Initials:

SCHEDULE "B"

1671474 ONTARIO LTD. ("Cong Ty Hai Van")
HAIVAN.NET Money Transfer Company

HAIVAN ANTI-MONEY LAUNDERING ("AML") & TERRORISM POLICY

June 23, 2008

POLICY STATEMENT AND PRINCIPLES

In compliance with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) by providing appropriate tools required to collect, analyze and disclose financial information and intelligence on suspected money laundering and terrorist activities financing, 1671474 ONTARIO LTD. ("Cong Ty Hai Van") has adopted an Anti-Money Laundering (AML) compliance policy ("Policy") as set forth in the Board minutes of its money remittance company, dated September 2005 and updated on June 23, 2008 to incorporate the new guidelines and legislative requirements under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and Regulations which apply to any money services business.

SCOPE OF POLICY

This policy applies to both Cong Ty Hai Van and HAIVAN.NET, all its agents, its officers, employees and services offered by the companies. All business staffs, including, without limitation, agents will cooperate to create a cohesive effort in the fight against money laundering. Each business location has implemented risk-based procedures reasonably expected to prevent, detect and cause the reporting of transactions required under the Act. All efforts exerted will be documented and retained in accordance with the Act. The AML Compliance Committee is responsible for initiating Suspicious Transactions Reports, Terrorist Property Reports, Large Cash Transactions Reports and Electronic Funds Transfers Reports to the FINTRAC. Any contacts by law enforcement or regulatory agencies related to the Policy shall be directed to the AML Compliance Committee.

POLICY

It is the policy of Hai Van to prohibit and actively pursue the prevention of money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. Hai Van is committed to AML compliance in accordance with the applicable laws and requires its officers, employees and selected agents to adhere to these standards in preventing the use of its services for money laundering purposes.

For the purposes of the Policy, money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the unlawful proceeds appear to have been derived from legitimate origins or constitute legitimate assets.

Generally, money laundering occurs in money remittance businesses through three stages. Large cash generated from criminal activities first enters the transfer system in divided small amounts at the "placement" stage. At the "layering" stage, the funds are transferred or moved into other countries to further separate the money from its criminal origin. At the "integration" stage, the funds are pooled together and used to purchase legitimate assets or to fund other criminal activities or legitimate businesses.

Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will later be used for criminal purposes.

AML COMPLIANCE COMMITTEE

The AML Compliance Committee, with full responsibility for the Policy shall be comprised of the President of the company as Chief Compliance Officer and Vice-President as Deputy Compliance Officer. The Chief Compliance Officer shall also hold the title Chief AML Officer, and shall have authority to sign as such.

The duties of the AML Compliance Committee with respect to the Policy shall include, but are not limited to, the design and implementation of as well as updating the Policy as required; dissemination of information and training to officers, employees and selected agents of Hai Van; monitoring the compliance of Hai Van and its operating agents; maintaining necessary and appropriate records; ascertaining confidential customers' identity; filing the required reports through the F2R Electronic Reporting System of FINTRAC; and conducting independent testing of the operation of the Policy.

Each business location shall appoint a contact person to interact directly with the AML Compliance Committee to assist the Committee with investigations, monitoring and as otherwise requested.

COVERED SERVICES

The company defines "covered services" to include money remitting to Vietnam (1) through the company's locations and its agents; (2) on its secure website TRANSFER.HAIVAN.NET; (3) by the company's phone and email.

NOTICE TO CUSTOMERS

Hai Van will provide notice to customers that it is requesting information from them to verify their identities, as required by applicable laws. The following notice will be used:

To help fight the funding of terrorism and money-laundering activities, the Canadian government has passed the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, which requires financial institutions, including money services businesses, to obtain, verify and record information that identifies persons who engage in certain transactions with or through our company. This means that we will verify your name, residential or street address, date of birth and occupation. We may also ask to see a driver's license or other government-issued identifying documents from you.

REQUIRED CUSTOMER INFORMATION

The following information will be collected for all new large cash transactions:

Full Name, Date of Birth, Occupation,

Identification number, which will be a social insurance number ("SIN"), Birth Certificate, Provincial Health Card, Photo identification (drivers license or other comparable source), Passport number and country of issuance, Number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or other similar safeguard.

VERIFYING INFORMATION

Based on the risk, and to the extent reasonable and practicable, Hai Van will ensure that it has a reasonable belief of the true identity of its customers. In verifying customer identity, all staffs and agents shall review photo identification.

Hai Van shall not attempt to determine whether the document that the customer has provided for identification has been validly issued. For verification purposes, Hai Van shall rely on a government-issued identification to establish a customer's identity. Hai Van, however, will analyze the information provided to determine if there are any logical inconsistencies in the information obtained.

Hai Van will document its verification, including all identifying information provided by the customer, the methods used and results of the verification, including but not limited to sign-off by the appointed agents of matching photo identification.

Customers Who Refuse To Provide Information

If a customer either refuses to provide the information described above when requested, or appears to have intentionally provided misleading information, the appointed agent shall notify Hai Van who will decline the transaction and notify the AML Compliance Committee.

MONITORING AND REPORTING

Transaction based monitoring will occur within the appropriate business units of Hai Van. Monitoring of specific transactions will include but is not limited to transactions aggregating \$1,000 or more and those with respect to which Hai Van has a reason to suspect suspicious activity. All reports will be documented and retained in accordance with the Act.

SUSPICIOUS ACTIVITY

There are signs of suspicious activity that suggest money laundering. These are commonly referred to as "red flags." If a red flag is detected, additional due diligence will be performed before proceeding with the transaction. If a reasonable explanation is not determined, the suspicious activity shall be reported to the AML Compliance Committee.

Examples of red flags are:

- The customer exhibits unusual concern regarding the firm's compliance with government reporting requirements and the firm's AML policies, particularly with respect to his or her identity, type of business and assets, or is reluctant or refuses to reveal any information concerning business activities, or furnishes unusual or suspect identification or business documents.

- The information provided by the customer that identifies a legitimate source of funds is false, misleading, or substantially incorrect.
- Upon request, the customer refuses to identify or fails to indicate any legitimate source for his or her funds.
- The customer (or a person publicly associated with the customer) has a questionable background or is the subject of news reports indicating possible criminal, civil, or regulatory violations.
- The customer exhibits a lack of concern regarding commissions or other transaction costs.
- The customer appears to be acting as an agent for an undisclosed principal, but declines or is reluctant, without legitimate reasons, to provide identification information.
- The customer attempts to make frequent or large transfers of currency, insists on dealing only in cash equivalents, or asks for exemptions from the firm's policies relating to the remittance of cash and cash equivalents.
- The customer engages in transactions involving cash or cash equivalents or other monetary instruments that appear to be structured to avoid the \$10,000 government reporting requirements, especially if the cash or monetary instruments are in an amount just below reporting or recording thresholds.
- For no apparent reason, the customer has multiple accounts under a single name or multiple names.
- The customer is from, or has accounts in, a country identified as a non-cooperative country or territory by the Financial Action Task Force.
- The customer's account shows an unexplained high level of account activity with very low amount transactions.

INVESTIGATION

Upon notification to the AML Compliance Committee of a match to the Red Flag List or possible suspicious activity, an investigation will be commenced to determine if a report should be made to FINTRAC. The investigation will include, but not necessarily be limited to, review of all available information, such as payment history, birth dates, and address, etc. The AML Compliance Committee is responsible for any notice or filing with law enforcement or regulatory agency.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. **Under no circumstances shall any officer, employee or appointed agent disclose or discuss any AML concern, investigation, notice or LCTR filing with the person or persons subject of such, or any other person, including members of the officer's, employee's or appointed agent's family. Disclosure of such is strictly prohibited by the Act.**

INFORMATION SHARING

Hai Van is eligible to share information with companies affiliated with Hai Van, with financial institutions such as Banks, Credit Card Companies, Payment Processing Companies and other direct marketing companies, with Government Agencies when Hai Van is legally required to do so for purposes of identifying and reporting activities that may involve terrorist acts or money laundering activities. Hai Van will employ strict procedures both to ensure that only relevant information is shared and to protect the security and confidentiality of this information.

RECORDKEEPING

The AML Compliance Committee will be responsible to ensure that AML records are maintained properly and that the FINTRAC Reports are filed as required. Hai Van will maintain AML records for at least seven years.

TRAINING

Hai Van provides general AML training to its officers, employees and appointed agents to ensure awareness of requirements under the Act. The training will include, at a minimum: how to identify red flags and signs of money laundering; what roles the officers, employees and appointed agents have in the company's compliance efforts and how to perform such duties and responsibilities; what to do once a red flag or suspicious activity is detected; Hai Van's record retention policy; and the disciplinary consequences for non-compliance with the Act and this Policy.

Training will be conducted on a three-month basis. The Hai Van AML Compliance Committee will determine the ongoing training requirements and ensure written procedures are updated to reflect any changes required in such training. Hai Van will maintain records to document that training has occurred.

TESTING OF THE POLICY

The testing of the Policy will be conducted by an outside independent third party annually. Any findings will be reported to the AML Compliance Committee and its Senior Management for appropriate action.

ADMINISTRATION

The AML Compliance Committee is responsible for the administration, revision, interpretation, and application of this Policy. The Policy will be reviewed annually and revised as needed.

The Agent acknowledge that the Agent has read this Policy and understand it, and agrees to exercise to the best of his/her ability to pursue the Rules and the Obligations set forth in this Policy.

Dated this at, in theday of....., 20

The Agent:

.....
Authorized Signature
Name:.....
(Please print)

