

Invitation to participate

Participation Form

Please complete this form and fax or send to SMART HR / Watson Wyatt, attention to: Nguyen Hanh Hoai Vy at 84-8-8235829, email: hoai.vy.nguyenhanh@smarthrvietnam.com

2008 Vietnam Total Rewards Survey

I would like to participate in the 2008 Vietnam Total Rewards Surveys and order the package below.

Total Rewards Survey Package	Participant (USD)	Non-Participant (USD)
<input type="checkbox"/> Focus Package (Paper-base) 2 tickets to Survey Findings Seminar Competitive Analysis by WW Global Grade (General industry) Analysis of Remuneration Components by Job for all submitted jobs	1,000	
<input type="checkbox"/> Standard Package (Compass portable drive) 2 tickets to Survey Findings Seminar Competitive Analysis by WW Global Grade (General industry) Analysis of Remuneration Components by Job for all surveyed jobs Regressed Analysis by Function Executive Summary Report (Cash Compensation & Non-cash Benefits Practices)	1,500	3,000
<input type="checkbox"/> Online Strategic Package (Compass online report generating capability) 2 tickets to Survey Findings Seminar Competitive Analysis by WW Global Grade (General industry) Analysis of Remuneration Components by Job for all surveyed jobs Regressed Analysis by Function Executive Summary Report (Cash compensation & non-cash benefits practices) Customized analysis against 1 selected market group	3,300	6,600
Individual Reports		
<input type="checkbox"/> Ticket to Survey Findings Seminar	100	150
<input type="checkbox"/> Competitive Analysis by WW Global Grade (General Industry)	400	800
<input type="checkbox"/> Regressed Analysis by Function	400	800
<input type="checkbox"/> Analysis against 1 more selected market group	800	1,600
<input type="checkbox"/> Executive Summary Report (Cash compensation & non-cash benefits practices)	1,000	2,000
<input type="checkbox"/> Consulting time on assistance in understanding the reports	50/hour	80/hour

Name: _____ Title: _____

Tel: _____ Email: _____

Company: _____

Address: _____

VAT code: _____

If you have questions about the survey, please contact the following:

Nguyen Hanh Hoai Vy Tel: 84 8 8235828 Ext 228 hoai.vy.nguyenhanh@smarthrvietnam.com

Terms and Conditions of Survey Participation

1. **General.** These terms and conditions will apply to all survey engagements between the company identified in the previous page or its subsidiaries or affiliates (the Client) and SMARTHR / Watson Wyatt (the Surveyor). These terms may be changed only by a written amendment signed by both parties.
2. **Scope.** The reference date for all information gathered varies by individual survey. All forms of cash compensation, including variable incomes, and benefit policies will be covered in the survey. Actual salary information will be collected on all incumbents occupying positions matched with the benchmark jobs surveyed.
3. **Schedule & Report Delivery Timeline.** The reports are targeted to be completed as scheduled by the Surveyor. The Surveyor's ability to provide the Client with the reports on time is contingent upon the Client's ability to meet the deadlines in providing complete and accurate data. The Surveyor will use reasonable efforts to adhere to the above schedule, but shall not be liable for any delays in completing the assignment. The Surveyor will work closely with the Client on all scheduling matters.
4. **Deliverables.** During the period of this participation, the Surveyor will deliver the following products to the signing party:
 - Survey orientation
 - The subscribed package
 - Survey findings briefing
5. **Intellectual Property Rights and Disclaimer.** The Surveyor retains all intellectual property rights in the survey(s). Any unauthorized use or duplication of the survey(s) without prior permission from the Surveyor is prohibited by law. The Surveyor provides the survey(s) to the Client on an "as is" basis and does not provide a warranty or guarantee of any kind as to the accuracy or completeness of the survey(s) or the data or information contained therein. The Client may use the survey(s) only within its organization and may not modify, copy, sell or transfer it. The Client is solely responsible for its use of the survey(s) and the data and information contained therein.
6. **Confidentiality.** Each party will take reasonable commercial measures to preserve the confidentiality of any proprietary or confidential data or information provided to it but in no event shall take measures no less than those it uses to protect its own data or information. The figures and/or data which have been submitted by the Client to the Surveyor ("raw data") shall be treated as confidential information of the Client, but any and all rights in and to the figures and/or the data which have been prepared by the Surveyor through its calculation and/or analysis, etc. ("result data") shall belong only to the Surveyor. The Surveyor will be responsible for keeping the confidentiality of the raw data and not to disclose them to any third party, except which no restriction whatsoever shall be imposed upon the Surveyor in connection with the result data.
7. **Limitation of Liability and Indemnity.** The Surveyor's maximum total liability relating to the survey engagements, regardless of the cause of action, will be limited to direct damages in an amount not to exceed the engagement or project fee. Neither party shall be liable for any indirect, special or consequential damages. The Client will indemnify and hold the Surveyor harmless from any third party claim or liability (including reasonable defense costs and attorneys' fees) arising from the Client's use of the survey(s).
8. **Termination.** Either party may terminate the services provided hereunder upon thirty (30) days' prior written notice to the other. The Client will compensate the Surveyor for all services provided through the effective date of termination.