

F.I.T GROUP JOINT STOCK COMPANY



**MEETING DOCUMENTS
2025 ANNUAL GENERAL MEETING OF
SHAREHOLDERS**

**DOCUMENTS OF THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS
F.I.T GROUP JOINT STOCK COMPANY**

NO	DOCUMENTS
1	Agenda of the 2025 Annual General Meeting of Shareholders
2	Report on the activities of the Board of Directors in 2024 and the 2025 operation plan (update)
3	Report on the activities of the Board of Supervisors in 2024 and the 2025 operation plan (update)
4	Report on the activities of the Board of Directors in 2024 and the 2025 operation plan (update)
5	Submission on the approval of the 2024 Profit Distribution Plan and the 2025 Business Plan
6	Submission on the approval of the 2024 Audited Financial Statements (update)
7	Submission on the approval of the selection of an Auditing Company and the review of the 2025 Financial Statements
8	Submission on the approval of the 2024 remuneration settlement and the 2025 remuneration plan for the Board of Directors and the Supervisory Board members (update)
9	Submission on the approval of Contracts generating revenue and expenses between the Company and related parties and other contents under the authority General Meeting of Shareholders
10	Proposal to approve the dismissal and election of additional independent members of the Board of Directors and members of the Supervisory Board for the 2023-2028 term
11	Notice of nomination and candidacy for Independent Board Member, Supervisory Board Member
12	Draft of Regulations on organization and voting at the General Meeting of Shareholders (update)
13	Draft Regulations for election of Independent Board Member, Supervisory Board Member
14	Draft of Resolution of the General Meeting of Shareholders (update)
15	Letter Of Authorization
16	Nomination form for Independent Board Member, Supervisory Board Member
17	Application form for Independent Board Member, Supervisory Board Member
18	CV form for Independent Board Member, Supervisory Board Member
19	Voting Form
20	Voting Form

AGENDA OF THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS F.I.T GROUP JOINT STOCK COMPANY

Meeting Time: - First session: 08:30 AM, Friday, April 11, 2025;
- Second session: 08:30 AM, Tuesday, April 22, 2025.

Meeting Format: Online via the Electronic Voting System.

Timeline	Agenda
I. OPENING SESSION	
08:30 – 08:45	Shareholders log into the Electronic Voting System
08:45 – 09:00	Opening remarks, statement of purpose, and introduction of participants
09:00 – 09:15	Announcement of the Shareholder Eligibility Verification Committee
	Announcement of the shareholder eligibility verification results
II. FIRST VOTING SESSION	
09:00 – 09:10	Meeting agenda
	Shareholder Eligibility Verification Committee
	Presidium, Secretariat, and Vote Counting Committee
	Regulations on meeting organization and voting procedures
	Election regulations for the Board of Directors (BOD) and Supervisory Board (SB)
III. SECOND VOTING SESSION	
09:10 – 10:00	➤ <u>Approval of the following reports:</u>
	1. Report on the activities of the BOD in 2024 and the 2025 action plan;
	2. Report on the activities of the Executive Board in 2024 and the 2025 action plan;
	3. Report on the activities of the SB in 2024 and the 2025 action plan.
	➤ <u>Approval of proposals and the nomination list for the Supervisory Board:</u>
	1. Proposal on the profit distribution plan for 2024 and the 2025 business plan;
	2. Proposal on the approval of the audited standalone and consolidated financial statements for 2024;
	3. Proposal on the selection of the audit firm for 2025;
	4. Proposal on the remuneration for the BOD and SB for 2024 and the remuneration plan for 2025;
	5. Proposal on the approval of revenue and expense-generating contracts between the company and related parties, as well as other matters under the authority of the General Meeting of Shareholders;
	6. Proposal on the dismissal and additional election of Independent BOD Members and SB Members for the 2023–2028 term;
	7. Nomination list for Independent BOD Members and SB Members;
	8. Other matters under the authority of the General Meeting of Shareholders.
IV. ELECTION PROCESS	
10:00 – 10:20	Election of additional Independent BOD Members and SB Members for the 2023–2028 term
V. DISCUSSION SESSION	
10:20 – 10:35	Shareholder discussion and speeches
10:35 – 10:45	Break
VI. THIRD VOTING SESSION AND CLOSING OF THE MEETING	
10:45 – 11:00	Approval of the vote-counting results, Meeting Minutes, and General Meeting Resolution
	Declaration of meeting adjournment

ORGANIZING COMMITTEE

REPORT
BOARD OF DIRECTORS' ACTIVITIES IN 2024
AND OPERATION PLAN FOR 2025

To: The General Meeting of Shareholders of F.I.T Group Joint Stock Company

- Pursuant to the Law on Enterprises 2020 and its guiding documents;
- Pursuant to the Law on Securities 2019 (amended and supplemented in 2024) and its guiding documents;
- Pursuant to the Charter on Organization and Operation of F.I.T Group Joint Stock Company;

In accordance with the rights and duties of the Board of Directors (“**BOD**”) as stipulated in the Law on Enterprises and the Charter of F.I.T Group Joint Stock Company (“**the Group**”/“**the Company**” or “**F.I.T**”), the BOD hereby presents to the General Meeting of Shareholders (“**AGM**”) the report on the BOD’s activities in 2024 and its operation plan for 2025 as follows:

I. BOARD OF DIRECTORS' ACTIVITIES IN 2024

The BOD has actively carried out its duties as prescribed in the Charter on Organization and Operation of the Group and the BOD's Operating Regulations. Specifically:

1. Board of Directors' Structure

Currently, the BOD consists of 07 members as follows:

- | | |
|---------------------------------|--------------------------------------|
| 1.1. Mr. Nguyen Van Sang | Position: Chairman of the BOD |
| 1.2. Ms. Nguyen Thi Minh Nguyet | Position: Vice Chairwoman of the BOD |
| 1.3. Ms. Vu Thi Minh Hoai | Position: BOD Member |
| 1.4. Mr. Nguyen Ninh Dung | Position: BOD Member |
| 1.5. Ms. Nguyen Ngoc Mai | Position: BOD Member |
| 1.6. Mr. Vu Anh Trong | Position: Independent BOD Member |
| 1.7. Mr. Dinh Quoc Hung | Position: Independent BOD Member |

In 2024, the Group paid a total remuneration of VND 348,000,000 per year to BOD members, in which the Chairman of the BOD received VND 5,000,000 per month, and each BOD member received VND 4,000,000 per person per month.

2. Resolutions of the Board of Directors

No.	Resolution No.	Date	Content	Meeting Outcome
1	01/2024/NQ-HĐQT	11/1/2024	Approval of the legal representative of the account holder for the Company's accounts opened at Vietnam Technological and Commercial Joint Stock Bank	All meeting contents were approved with 100% consensus
2	02/2024/NQ-HĐQT	20/02/2024	Approval of the organization of the 2024 Annual General Meeting of Shareholders	
3	03/2024/NQ-HĐQT	7/3/2024	Approval of the individual authorized to operate and act as the account holder for the Company's account at Southeast Asia Commercial Joint Stock Bank	
4	04/2024/NQ-HĐQT	19/03/2024	Approval of the change in the Head of the Company's Branch	
5	05/2024/NQ-HĐQT	9/4/2024	Approval of the authorization for the CEO to decide on bond trading transactions	
6	06/2024/NQ-HĐQT	19/04/2024	Approval of borrowing capital and using assets as security measures at the Joint Stock Commercial Bank for Investment and Development of Vietnam (BIDV) – Thanh Xuan Branch	
7	07/2024/NQ-HĐQT	15/05/2024	Approval of revenue and expense-generating transactions and contracts between the Company and related parties	
8	08.1/2024/NQ-HĐQT	19/06/2024	Approval of the deposit contract agreement with the bank	
9	08.2/2024/NQ-HĐQT	19/06/2024	Approval of the deposit contract agreement with the bank	
10	08.3/2024/NQ-HĐQT	19/06/2024	Approval of the deposit contract agreement with the bank	
11	09/2024/NQ-HĐQT	19/06/2024	Approval of borrowing capital at Vietnam Joint Stock Commercial Bank for Industry and Trade	
12	10/2024/NQ-HĐQT	21/06/2024	Approval of the selection of an audit firm	

			for the 2024 financial statements	
13	11/2024/NQ-HĐQT	9/7/2024	Approval of changes to the Company's organizational structure	
14	12/2024/NQ-HĐQT	7/8/2024	Approval of an investment cooperation transaction with another organization/individual	
15	13/2024/NQ-HĐQT	21/08/2024	Approval of a transaction between the Company and Techno-Agricultural Supplying Joint Stock Company	
16	14/2024/NQ-HĐQT	26/09/2024	Approval of corporate bond trading transactions	
17	15/2024/NQ-HĐQT	27/09/2024	Approval of corporate bond trading transactions	
18	16/2024/NQ-HĐQT	25/10/2024	Approval of an investment cooperation transaction with another organization/individual	
19	17/2024/NQ-HĐQT	6/11/2024	Approval of an investment cooperation transaction with another organization/individual	
20	18/2024/NQ-HĐQT	8/11/2024	Approval of corporate bond trading transactions	
21	19.1/2024/NQ-HĐQT	17/12/2024	Approval of the deposit contract agreement with the bank	
22	19.2/2024/NQ-HĐQT	17/12/2024	Approval of the deposit contract agreement with the bank	
23	19.3/2024/NQ-HĐQT	17/12/2024	Approval of the deposit contract agreement with the bank	
24	20/2024/NQ-HĐQT	18/12/2024	Approval of borrowing capital at Vietnam Joint Stock Commercial Bank for Industry and Trade	

3. Transactions Between the Company, Its Subsidiaries, and Entities Controlled by the Public Company (Holding 50% or More of Charter Capital) with Board Members and Their Related Parties; Transactions Between the Company and Entities Where a Board Member Is a Founder or Has Held a Managerial Position in the Past Three Years

Pursuant to Resolution No. 01/2024/NQ-DHDCD of the 2024 Annual General Meeting of Shareholders dated April 26, 2024, Resolution No. 07/2024/NQ-HDQT of the Board of Directors dated May 15, 2024, and Resolution No. 13/2024/NQ-HDQT of the Board of Directors dated August 21, 2024, the Company has conducted several transactions with related parties. All these transactions have been duly approved within the authority stipulated by the Company's Charter, legal regulations, and resolutions of the AGM and the BOD. Furthermore, these transactions have been fully disclosed and detailed in the Corporate Governance Report, Financial Statements, and Annual Report.

4. Activities of Independent Board Members

In 2024, the Company had two independent BOD members out of a total of seven BOD members. The independent BOD members effectively carried out their oversight role, ensuring that the Company's governance and management activities complied with legal regulations and the Company's Charter. They consistently supervised the Executive Board's operations to ensure efficient business activities aligned with the strategic direction and provided valuable recommendations to maximize shareholder benefits. The independent BOD members' assessment of the BOD's activities in 2024 is as follows:

- 4.1. Compliance with Corporate Governance Regulations: The BOD's operations fully adhered to corporate governance principles as stipulated in the Law on Enterprises, the Law on Securities, the Company's Charter, Internal Governance Regulations, BOD Operating Regulations, and other relevant legal provisions.
- 4.2. Ensuring Conditions for Independent Roles: The BOD strictly complied with the corporate governance regulations for listed companies, creating favorable conditions for independent BOD members to fully exercise their rights and responsibilities.
- 4.3. Supervision of Business Operation: The BOD effectively carried out its monitoring and supervisory roles over the Executive Board's operations. The oversight activities were conducted regularly and rigorously, ensuring that the Company complied with all applicable regulations.
- 4.4. Strategic Goal Updates and Reviews: The BOD continuously reviewed and adjusted strategic objectives and plans to align with the Company's long-term development strategy and current market conditions, contributing to sustainable growth.
- 4.5. Effective Coordination Among Leadership Teams: The BOD, Executive Board, and SB maintained close coordination in decision-making, ensuring timely and well-informed resolutions. This collaboration facilitated smooth and highly efficient business operations for the Company.

5. Supervision Results of the CEO and Other Executives.

Pursuant to the Company's Charter, the BOD has carried out its duties of directing and supervising the Executive Board, ensuring the implementation of resolutions of the AGM and the BOD, as well as overseeing the management and operations of the Company. Specific activities include:

- 5.1. The BOD monitored the Executive Board's execution of resolutions and decisions issued by the AGM and the BOD, as well as the Executive Board's management of business activities. The BOD required the CEO to submit periodic reports on business performance, the progress of BOD resolutions, and any emerging challenges or

opportunities in operations to ensure timely support and effective executive management.

- 5.2. The BOD provided oversight to ensure strict compliance with the financial reporting regime, including the Annual financial statements for FY 2024, Quarterly financial statements, Semi-annual financial statements and Annual report.
- 5.3. The Executive Board adhered strictly to legal regulations and the Company's operational policies, fulfilled all obligations towards the employees and competent government authorities, and ensured job security, employee health and safety, and responsible business practices benefiting all stakeholders.
- 5.4. The BOD and Executive Board maintained smooth and effective coordination, ensuring that business operations were not hindered. The BOD's oversight was conducted regularly and rigorously to enhance business efficiency, achieve key performance targets, and strengthen the Group's market position in core industries, including pharmaceuticals, beverages, agricultural processing and exports, fast-moving consumer goods (FMCG), and real estate.
- 5.5. The Executive Board and management team demonstrated high accountability in running business operations, ensuring alignment with AGM resolutions, BOD directives, operational procedures and internal regulations, corporate governance rules, and legal requirements. As a result, despite ongoing economic challenges, the Group's business operations remained stable and secure, ensuring sustainable growth.

6. Direction and Supervision of Business Plan Implementation

The year 2024 continued to present significant challenges for the Vietnamese economy. Businesses faced ongoing difficulties related to market conditions, cash flow, administrative procedures, inadequate infrastructure, and rising production costs. However, this also created opportunities for organizations undergoing strong transformations, such as F.I.T, to strengthen their foundation, enhance internal capabilities, and sustain growth in a sustainable and efficient manner to build momentum for a new growth phase. In this context, the BOD, the SB, the Executive Board, and the management team closely collaborated in operating and managing the Company's business activities.

- 6.1. The BOD played a role in setting strategic development directions, ensuring that the business plan was aligned with overall objectives while overseeing and evaluating the execution of the plan by the Executive Board and relevant departments.
- 6.2. The BOD made necessary adjustments in response to market fluctuations, ensuring that the Executive Board received the required support in handling major or unexpected challenges.
- 6.3. The BOD was regularly provided with reports on the progress of the business plan implementation to effectively monitor and assess the Group's activities.
- 6.4. The BOD approved regulations, procedures, and policies to guide the Executive Board and relevant departments in executing the business plan.
- 6.5. However, due to both internal and external factors, the Company did not fully achieve its planned targets. Specifically, according to the 2024 AGM approved business plan, the targets were set at VND 2,210 billion in revenue from sales and services and VND 270 billion in after-tax profit. According to the audited consolidated financial statements for

2024, revenue from sales and service provision reached VND 1,985 billion, an increase of 11.82% compared to 2023, and profit after tax reached VND 176.5 billion.

7. Evaluation of the Implementation of the 2024 General Meeting of Shareholders' Resolutions

7.1. Selection of the Audit Firm for the 2024 Financial Statements.

The BOD selected A&C Auditing and Consulting Co., Ltd. as the firm responsible for reviewing the semi-annual financial statements for 2024 and auditing the annual financial statements for 2024.

7.2. Approval of Transactions with Related Parties.

In 2024, the General Meeting of Shareholders approved contracts generating revenue or expenses with related parties and authorized the BOD to decide on other relevant matters. In general, all transactions were conducted in compliance with applicable legal regulations.

7.3. Decision-Making on Investments and Asset Transactions Equal to or Exceeding 35% of F.I.T's Total Assets.

In 2024, the General Meeting of Shareholders authorized the BOD to approve investments and asset transactions valued at 35% or more of F.I.T's total assets, as recorded in the most recent audited financial statements. However, no transactions of this magnitude occurred during the year.

8. Business Performance Results for 2024

Key Financial Indicators of the Consolidated Business Operations

Unit: Trillion dong

Indicator	2024	2023	% Increase/Decrease
Total Assets	7,748	7,722	0.3%
Net Revenue	1,954	1,746	11.9%
Net Profit from Business Activities	225	-17	1409.1%
Other Profit	2.9	1.2	145.4%
Profit Before Tax	228	-16	1523.6%
Profit After Tax	177	-98	279.7%
Profit After Tax Attributable to Parent Company	119	-136	188.0%
Gross Profit	393	348	12.8%

Source: Audited consolidated financial statements for 2024

- 8.1. *Regarding the pharmaceutical sector*, In 2024, Cuu Long Pharmaceutical Joint Stock Company (“**DCL**”) invested in expanding production lines and constructing new factories to meet the growing market demand. The factories maintained high standards in safety, quality, productivity, cost optimization, and strict compliance with current regulations. A series of solutions were implemented to thoroughly address factors affecting product quality, ensuring 100% fulfillment of sales plans in a timely manner. A key milestone was the Capsule 5 Factory, a strategic project with a total investment of VND 232.5

billion, which was successfully completed and officially put into operation in Q4/2024. This expansion increased market supply capacity to 9.6 billion capsules per year, equivalent to 800 million capsules per month. In the medical equipment manufacturing segment, the Benovas factory, spanning nearly 11,000m² with a total investment of VND 373 billion, completed its final installation stages and was officially inaugurated in March 2025. In the pharmaceutical manufacturing segment, DCL is investing in an EU-GMP standard pharmaceutical plant with a total investment of VND 1.396 trillion, designed to produce up to 1.6 billion pharmaceutical products per year.

- 8.2. *Regarding the beverage sector*, The year 2024 was a remarkable success for Khanh Hoa Mineral Water Joint Stock Company (“**Vikoda**”), which undertook a brand identity renewal for Danh Thanh. Vikoda formed strategic partnerships, opening new growth opportunities. Notably, Vikoda became a Diamond Sponsor for a series of nutrition seminars organized by the Vietnam Nutrition Association, contributing to raising community awareness of the benefits of natural alkaline mineral water. The company also signed a cooperation agreement with Spa Sky, marking a major step forward in carbonated beverage production technology transfer and expanding its presence in Vietnam’s beverage market. A significant milestone was Vikoda’s partnership with Nutrin Guangzhou and participation in the Khanh Hoa - China Business Connection Conference 2024, unlocking export potential for high-quality Vikoda products to China and international markets. Towards the end of the year, Vikoda also renovated its office and factory facilities in preparation for its 35th-anniversary celebration, marking a milestone period of brand growth and expansion.
- 8.3. *Regarding the FMCG sector*, By the end of 2024, FIT Cosmetics Joint Stock Company recorded net revenue of nearly VND 49 billion, with gross profit from sales and services exceeding VND 15 billion, and total assets surpassing VND 85 billion. In 2024, the personal care category continued to lead in revenue, accounting for 54%, followed by home care (40%) and oral care (8%). In the last three months of the year, the company’s brands achieved positive revenue and media results, driven by e-commerce channels (Shopee, TikTok) and affiliate marketing, particularly through self-produced livestreams and collaborations with high-impact KOLs/KOCs. In R&D, the company focused on researching raw materials and packaging to optimize production costs. Several new products are set to launch, including Ocleen lemongrass floor cleaner, biological hand wash, and enzyme-based pineapple dishwashing liquid. Additionally, existing products such as Dr. Clean hand wash and Ocleen drain cleaner have been improved to meet organic, eco-friendly, and health safety standards for consumers.
- 8.4. *Regarding the Agriculture & Food sector*, In 2024, Can Tho Agricultural Technical Materials Joint Stock Company achieved revenue of VND 628.7 billion, with pre-tax and after-tax profits showing improvement compared to the previous year. In the food segment, leveraging rich raw material resources and advanced production technology, Western Export Food Processing Joint Stock Company introduced the Fruit Moji brand for fresh and processed fruits and vegetables. The brand stands out with exceptional quality and attractive packaging, promising to bring the freshest natural flavors to family meals in Vietnam and worldwide. Fruit Moji products are made from 100% fresh fruits and vegetables harvested from the Mekong Delta, packed with natural vitamins and minerals. The brand offers a great nutritional source, making it easy for consumers to supplement essential nutrients daily. Fruit Moji is proud to meet international export standards such as FDA, IFS, and BSCI, ensuring quality and food safety while being ready to serve high-demand international markets. Currently, the brand features two product lines: Canned fruits and vegetables (Cucumber, Baby Corn, Sweet Corn, Mixed Fruits, MD2 Pineapple, Lotus Seeds, Mango) and Frozen vegetables (Sweet Corn).

II. BOARD OF DIRECTORS' OPERATION PLAN FOR 2025

1. Business Plan Targets for 2025

Business Plan Targets for 2025

Targets	2025	
	Plan (million dong)	% Increase/Decrease Compared to 2024
Revenue from Sales and Services	2,632,340	32.63%
Profit After Tax	221,916	25.73%
Profit After Tax / Revenue from Sales and Services Ratio	8.43%	

2. Business Strategy and Orientation

In 2025 and the coming years, F.I.T Group will continue expanding its business scale through both organic growth and acquisitions of potential companies, aiming to own leading brands in essential consumer goods sectors. At the same time, the Group will maintain and develop partnerships with major domestic and international enterprises to enhance governance, technology, engineering, and commercial capabilities.

In the Pharmaceutical Sector: the Group enters 2025 with clear objectives for each manufacturing and business segment. In the Capsule segment, the target is to increase market share by 20%, achieve revenue of VND 480 billion, and pre-tax profit of VND 52 billion, while ensuring the maximum operation of four FDA-standard Capsule production lines. In the pharmaceutical segment, the goal is to reach revenue of VND 1.026 trillion and pre-tax profit of VND 54.4 billion. In the medical equipment segment, the focus will be on maximizing factory capacity utilization, regaining 100% market share in the ETC channel, and achieving an expected sales target of VND 150 billion with pre-tax profit exceeding VND 7.5 billion. Notably, the Benovas Medical Equipment Factory (obtain ISO 13485 certification) has been in operation since March 2025;. To achieve these goals, Cuu Long Pharmaceutical Joint Stock Company must accelerate product diversification, optimize production costs, strictly supervise operational processes, and build a professional and highly disciplined working environment.

In the Beverage Sector: the company will focus on developing new products from its premium mineral water source, expanding distribution systems across GT, MT, and KA channels, and enhancing online sales through livestreaming and PR campaigns. Additionally, efforts will be made to optimize factory capacity, meet export standards, and improve operational efficiency. A detailed KPI system will also be implemented to ensure strict goal execution and workforce discipline.

In the Cosmetics And Personal Care Sector: the company will focus on developing its core brand, Tero, while expanding its product portfolio in line with the organic and eco-friendly trends. FIT Cosmetics will strengthen its distribution network across GT, MT, and corporate channels (restaurant chains, schools, industrial zones) and increase engagement through livestreaming on TikTok and Shopee to reach potential customers. Alongside market expansion, the company will optimize raw material costs, improve labor efficiency, and increase factory productivity to meet large-scale orders in 2025.

In the Agriculture & Food Sector: The company will maximize the advantages of the Mekong Delta's abundant fruit resources, integrate advanced European-standard processing

technology, and intensify R&D efforts to expand market opportunities with strong support from local authorities. Additionally, the Westfood Hau Giang Factory project is under strict supervision to ensure progress and enhance production capacity. The company remains committed to environmental protection, strict compliance with occupational safety standards, and elevating the value of Vietnamese agricultural products in the international market.

This report outlines the corporate governance and business operation results for 2024 and the operational plan for 2025. The BOD respectfully submits this report to the AGM for review and feedback, aiming to enhance corporate governance responsibilities, management capabilities, and operational efficiency to successfully execute the Group's strategic direction and objectives. The BOD looks forward to continued trust, engagement, and support from shareholders and business partners.

Sincerely,

Recipients:

- AGM;
- BOD, Executive Board, SB;
- Archived: BOD Secretary, Administrative Office.

**ON BEHALF OF THE BOARD OF
DIRECTORS
CHAIRMAN**

(Signed & Stamped)

Nguyen Van Sang

**REPORT
EXECUTIVE BOARD'S ACTIVITIES IN 2024
AND OPERATION PLAN FOR 2025**

To: the General Meeting of Shareholders of F.I.T Group Joint Stock Company

- *Pursuant to the Law on Enterprises 2020 and its guiding documents;*
- *Pursuant to the Law on Securities 2019 (amended and supplemented in 2024) and its guiding documents;*
- *Pursuant to the Charter on Organization and Operation of F.I.T Group Joint Stock Company;*

The Executive Board of F.I.T Group Joint Stock Company (“**the Group**”/“**the Company**”) respectfully submits this report to the General Meeting of Shareholders on business performance results for 2024 and the operation plan for 2025, with details as follows:

I. BUSINESS PERFORMANCE RESULTS IN 2024

1. Macroeconomic Overview

The global economy in 2024 maintained a moderate recovery at approximately 3.2% growth (similar to 2023, according to the IMF report in October 2024). However, this recovery was uneven, with divergence among countries and between the service and manufacturing sectors. Global inflation showed a downward trend, creating favorable conditions for economic recovery. Nevertheless, the world economy continued to face significant challenges, including geopolitical instability, escalating military conflicts in certain regions, and the impacts of climate change. These factors posed risks and threatened global stability and development.

In 2024, Vietnam's economy recorded a GDP growth rate of 7.09% compared to the previous year, the highest in the ASEAN region. This achievement was driven by the government's flexible macroeconomic policies, effective inflation control, and a strong recovery in production activities. Overall, 2024 marked a clear economic rebound for Vietnam, setting the foundation for stronger growth in 2025.

2. Business Operations in 2024

2.1. Overview of Business Operations

With significant economic shifts, the Company continued to leverage its existing strengths to stay ahead and align with economic developments, closely monitoring market trends to seize investment opportunities and maximize the utilization of available financial resources. At the same time, the Group remained focused on executing its strategic action plans set at the beginning of the year, including product improvements, investment in new factories and infrastructure, enhancement of production capacity,

business expansion, employee management efficiency, and aggressive sales efforts. These initiatives aimed to fully utilize production capabilities, capture market share, and deliver high-quality products to consumers.

According to the figures in the Company's audited 2024 Consolidated Financial Statements, the Company recorded revenue from sales and services of VND 1,985 billion, achieving 89.79% of the planned target, while profit after tax reached VND 176.5 billion. Despite positive changes in 2024, the results did not fully meet expectations, highlighting the need for further efforts to achieve the Company's long-term goals.

Đơn vị: triệu đồng

No.	Indicator	2024	2023	% Increase/Decrease
1	Revenue from Sales and Services	1,984,757	1,774,922	11.82%
2	Net Revenue from Sales and Services	1,953,658	1,745,768	11.91%
3	Gross Profit from Sales and Services	392,853	348,319	12.79%
4	Net Profit from Business Activities	224,797	-17,172	1409.06%
5	Total Accounting Profit Before Tax	227,689	-15,994	1523.56%
6	Profit After Corporate Income Tax	176,508	-98,199	279.74%
7	Profit After Tax Attributable to Parent Company	119,268	-135,505	188.02%

Source: 2024 Audited Consolidated Financial Statements

2.2. Achievements of the Company

- a. *Regarding the Pharmaceutical Sector:* In 2024, Cuu Long Pharmaceutical Joint Stock Company (“**DCL**”) focused on analyzing and understanding market demand. In addition, DCL invested in expanding production lines and constructing new factories to meet the increasing market demand. In the capsule manufacturing and supply segment, DCL successfully completed and commissioned Capsule 5, increasing its market supply capacity to 9.6 billion capsules per year, equivalent to 800 million capsules per month. In the medical equipment segment, the Benovas factory, covering an area of nearly 11,000m² with a total investment of about 373 billion dong, completed its final installation stages and commenced operations from March 2025. In the pharmaceutical segment, DCL is investing in an EU-GMP standard pharmaceutical factory with a total investment of 1.396 billion, designed to produce up to 1.6 billion pharmaceutical products per year.

- b. *Regarding the Beverage Sector:* Khanh Hoa Mineral Water Joint Stock Company (“**Vikoda**”) signed a cooperation agreement with Nutrin Guangzhou Food Technology to export Vikoda 500ml Natural Alkaline Mineral Water and Vikoda Soda 330ml Natural Alkaline Mineral Water to the Chinese market. Additionally, Vikoda entered into a technology transfer agreement with Spa Sky for carbonated beverage processing and expanded brand awareness through national nutrition conferences held in Ho Chi Minh City, Hue, and Hai Phong. Currently, Vikoda products are available in major supermarket chains nationwide, including CoopMart, Circle K, Big C, GS25, Bach Hoa Xanh, and through e-commerce platforms such as Shopee, Tiki, Lazada, and Sendo.
- c. *Regarding the FMCG Sector:* The growing trend toward eco-friendly and sustainable products has become a key focus for consumers. Recognizing this shift, FIT Cosmetics Joint Stock Company continued to research and develop its Tero Bio line, incorporating enzyme technology. This represents a breakthrough in cleaning solutions, delivering both effectiveness and environmental safety. The enzyme-based technology in Tero Bio products not only removes stubborn stains but also ensures non-irritating properties, eliminates harmful residues, and prevents water pollution, reducing negative environmental impacts. Thanks to these outstanding advantages, the Tero Bio line has gained strong consumer trust, becoming the preferred choice for families looking to protect sensitive skin for children and the elderly.
- d. *Regarding the Agriculture & Food Sector:* With a raw material base in the Mekong Delta and state-of-the-art processing facilities, Westfood has successfully developed high-quality fruit varieties. The Fruit Moji brand continued to perform well in the domestic market while the company expanded exports to Japan and China. Notably, the Westfood Hau Giang Factory, with an investment of VND 666 billion, is expected to commence operations in April 2025 with a processing capacity of 30,000 tons per year, solidifying Westfood's position among the Top 5 leading fruit and vegetable processing exporters in Vietnam.

II. Income Report of the Executive Board

No.	Full Name	Position	Annual Income (VND)
1	Nguyen Van Ban	Chief Executive Officer (CEO)	1,580,954,380
2	Vu Thi Minh Hoai	Permanent Deputy CEO	266,086,080

III. Business Plan for 2025

1. Business Sector Operation Plan:

With the mission of enhancing quality of life, F.I.T Group remains committed to continuously improving product and service quality to meet the growing demand for smart consumer choices in the market. Backed by strong capital resources and structured corporate governance, the company expects steady financial growth in revenue and profit as a natural outcome. Heading into 2025, F.I.T Group is focused on *optimizing resources to drive breakthroughs in business operations*.

In the pharmaceutical sector, DCL has set ambitious targets for 2025. In the capsule segment, the goal is to exceed revenue of VND 480 billion and achieve a 20% market share increase. In the pharmaceutical segment, the company aims for revenue of VND 1.026 trillion and pre-tax profit of VND 54.4 billion. In the medical equipment segment, the target is to reach sales of VND 150 billion and achieve pre-tax profit above VND 7.5

billion.

In the beverage business sector, Vikoda will continue researching, refining product formulas, and launching new products while expanding distribution channels and its customer network to provide superior health solutions derived from pure natural sources. Looking ahead to 2027, Khanh Hoa Mineral Water Joint Stock Company aims to become Vietnam's No.1 supplier of natural alkaline mineral water, targeting VND 1 trillion in revenue and a pre-tax profit margin of 15% of revenue.

In the cosmetics and personal care sector, FIT Cosmetics Joint Stock Company and Today Cosmetics Joint Stock Company will continue developing Personal Care and Home Care brands aligned with sustainable, eco-friendly, and consumer health-conscious trends. Additionally, FIT Cosmetics will focus on cosmetic product development to meet the growing and increasingly stringent market demands for high-quality beauty products.

2. With the outlined plans, the Executive Board of the Group has set the following business operation targets for 2025:

CBusiness Plan Targets for 2025

Targets	2025	
	Plan (million dong)	% Increase/Decrease Compared to 2024
Revenue from Sales and Services	2,632,340	32.63%
Profit After Tax	221,916	25.73%
Profit After Tax / Revenue from Sales and Services Ratio	8.43%	

The Executive Board of the Group respectfully submits this report to the AGM regarding the business performance in 2024 and seeks AGM approval for the business operation plan for 2025 as detailed above.

Sincerely,

**ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN**

Recipients:

-AGM;
-BOD, Executive Board,
SB;
Archived: BOD Secretary,
Administrative Office.

(Signed & Stamped)

Nguyen Van Sang

REPORT
ON THE ACTIVITIES OF THE SUPERVISORY BOARD IN 2024
AND THE OPERATION PLAN FOR 2025

To: The Annual General Meeting of Shareholders of F.I.T Group Joint Stock Company

- Pursuant to the Law on Enterprises 2020 and its guiding documents;
- Pursuant to the Law on Securities 2019 (amended and supplemented in 2024) and its guiding documents;
- Pursuant to the Charter on Organization and Operation of F.I.T Group Joint Stock Company;
- Pursuant to the functions and responsibilities of the Supervisory Board as stipulated in the Charter on Organization and Operation of F.I.T Group Joint Stock Company;

The Supervisory Board of F.I.T Group Joint Stock Company (“**the Group**”/“**the Company**”) has conducted supervision of the Group’s activities for the fiscal year ending December 31, 2024. The Supervisory Board (SB) hereby presents to the Annual General Meeting of Shareholders (“**the AGM**”) this report on its activities in 2024 and the operational directions for 2025, as follows:

PART I. ACTIVITIES OF THE SUPERVISORY BOARD AND SUPERVISION RESULTS IN 2023

A. Number and Structure of Supervisory Board Members:

The SB of the Company consists of the following members:

1. Ms. **Nguyen Thi Thu Huong** - Head of the SB
2. Mr. **Vo Dinh Bao** - Member
3. Ms. **Nguyen Thi Hong Anh** - Member

The 2024 Annual General Meeting of Shareholders approved the dismissal of Ms. Ngo Thu Trang and the additional election of one SB Member, Ms. Nguyen Thi Thu Huong. Subsequently, the SB elected Ms. Nguyen Thi Thu Huong as the Head of the SB for the 2023–2028 term.

In 2024, the Company paid a total remuneration of VND 72,000,000 per year to SB members, with the following breakdown : VND 3,000,000 per month for the Head of the SB and VND 1,500,000 per month for each SB member.

B. Summary of SB Meetings and Its Conclusions & Recommendations.

1. Summary of Supervisory Board Meetings in 2024

No.	Date	Content
1	25/03/2024	Approval of reports and proposals to be presented at the 2024 AGM
2	26/04/2024	Election of the Head of the Supervisory Board
3	22/08/2024	Review and approval of the semi-annual standalone and consolidated financial statements for 2024

2. Attendance Rate of SB Meetings

No.	SB Member	No. of Meetings Attended	Attendance Rate	Voting Rate	Reason for Absence
1	Ms. Ngo Thu Trang	1/3	33%	100%	Dismissed as per Resolution No. 01/2024/NQ-AGM dated 26/04/2024
2	Mr. Vo Dinh Bao	3/3	100%	100%	
3	Ms. Nguyen Thi Hong Anh	3/3	100%	100%	
4	Ms. Nguyen Thi Thu Huong	2/3	67%	100%	Elected as per Resolution No. 01/2024/NQ-AGM dated 26/04/2024

3. Conclusions and Recommendations of the SB

With a spirit of responsibility, cooperation, and commitment to fulfilling the tasks entrusted by the Group's shareholders, the SB has consistently collaborated, exchanged insights, and provided candid and honest feedback to the Board of Directors ("BOD") and the Executive Board. This collaboration has supported the management of business operations, as well as the formulation and issuance of regulations, resolutions, and decisions. The SB proposes the following recommendations:

- 3.1. Continue to enhance corporate governance and management practices, creating favorable conditions for the Group to sustain stable growth, meet and exceed the targets set by the AGM, ensure maximum benefits for shareholders, and maintain proper welfare policies for employees.
- 3.2. Develop business and financial plans aligned with market realities, ensuring strategic adaptability. Foster a positive corporate culture through programs that emphasize core values, innovation, and transparency to drive sustainable development.
- 3.3. Integrate Environmental, Social, and Governance (ESG) factors into the Company's development strategy to enhance brand reputation and improve competitiveness in the international market.

C. Activities of the Supervisory Board:

The SB has carried out its duties in accordance with the Company's Charter, conducting inspections and oversight in collaboration with relevant departments and functional units.

This work has contributed to risk management and enhanced corporate governance quality. The key activities include:

- 1.1. The SB has actively participated in meetings of the BOD and Executive Board, including regular briefings and ad-hoc meetings related to the Company's activities. This engagement allows the SB to stay informed about actual business operations and provide recommendations to ensure the achievement of objectives approved by the Annual General Meeting of Shareholders;
- 1.2. The SB has supervised the implementation of resolutions from the 2024 AGM, as well as the execution of resolutions and decisions issued by the BOD, ensuring compliance with laws, the Company's Charter, and internal regulations;
- 1.3. The SB has reviewed and verified the accuracy and transparency of periodic financial statements, corporate governance reports, and other reports issued by the BOD and Executive Board;
- 1.4. The SB has monitored the management of shareholder-related documents and records, ensuring the legitimate rights and interests of shareholders. Additionally, the SB has supervised shareholders' rights to express opinions, raise questions, and request information in accordance with applicable regulations;
- 1.5. The SB has coordinated with and directed the Internal Control Department to conduct regular and ad-hoc audits of business operations within the Group;
- 1.6. The SB has ensured that the Company complies with legal requirements on information disclosure applicable to publicly listed entities.
- 1.7. The SB has discussed and recommended that the BOD select an independent audit firm to conduct the review and audit of the Company's standalone and consolidated financial statements for 2024, based on the list of audit firms approved by the 2024 AGM.
- 1.8. The SB has conducted independent analysis and evaluation of the Group's business activities. Based on these assessments, the SB has provided timely recommendations and corrective measures to mitigate business risks.

D. Inspection and Supervision Results:

The SB reports the results of its oversight activities to the AGM with the following details:

1. **Supervision of Business Management, Accounting, Statistics, and Financial Reporting.** Specifically:
 - 1.1. Business Management Oversight
 - a. The SB recognizes that the BOD and the Executive Board have effectively fulfilled their leadership, management, and operational roles in accordance with their assigned functions and responsibilities.
 - b. The BOD's resolutions and decisions were issued in a timely manner, aligning with the Company's development strategy and ensuring compliance with applicable laws and regulations.
 - c. The Executive Board has implemented business plans effectively, proactively adopting flexible and timely measures to minimize the negative impacts on the Group's business operations in 2024.
 - d. The SB found no violations of laws or regulations by the BOD or the Executive Board. The Company has fully complied with all legal provisions related to business management and operation.
 - 1.2. Accounting, Statistics, and Financial Reporting Oversight:
 - a. The Company's accounting activities have fully complied with the Law on Accounting and Vietnamese Accounting Standards (VAS).
 - b. Accounting records and documents have been properly maintained, ensuring transparency and facilitating internal inspection and control.

- c. The statistical processes supporting management and operations have been carried out systematically, ensuring accuracy and timeliness in providing data for the Executive Board and BOD.

2. Review of Financial Statements and Other Reports for 2024.

- 2.1. The SB has reviewed and assessed the annual, quarterly, and semi-annual financial reports, as well as the business performance reports of the Group, ensuring compliance with regulatory requirements regarding both the content and timelines.
- 2.2. The SB agrees with the figures in the 2024 Audited Financial Statements. The independent audit firm has provided an unqualified opinion on the projected figures in the 2024 standalone and consolidated financial statements of the Company.

3. Oversight of Resolutions and Decisions Issued by the BOD and the Executive Board.

- 3.1. The SB has not identified any violations of laws or the Group's Charter by members of the BOD or the Executive Board.
- 3.2. The SB agrees with the content of the 2024 business performance report presented by the Executive Board.

4. Evaluation of Transactions Between the Company, Subsidiaries, and Entities Controlled by the Public Company (Holding More Than 50% of Charter Capital) with Members of the BOD, the CEO, Other Executive Officers, and Their Related Persons; and Transactions Between the Company and Entities Where Members of the BOD, the CEO, or Other Executive Officers Were Founding Members or Held Managerial Positions Within the Past Three Years Prior to the Transaction.

According to Circular No. 96/2020/TT-BTC issued on November 16, 2020, guiding the disclosure of information in the securities market, all transactions involving the Company, its related parties, major shareholders, insiders, and their related persons have been fully recorded and reported by the BOD.

The Company has issued Resolution No. 01/2024/NQ-AGM dated April 26, 2024, and Resolution No. 07/2024/NQ-BOD dated May 15, 2024, authorizing the CEO to approve, implement, and sign contracts related to revenue and expenses between the Company and its related parties. In general, these transactions comply with applicable laws, are conducted on a voluntary and equitable basis, and align with the capabilities of the parties involved. Additionally, the purpose and content of these transactions do not contradict ethical or social standards.

5. Supervision Results of the BOD, CEO, and Executive Officers.

5.1. Supervision Results of the BOD

- The BOD has seriously implemented the resolutions approved by the 2024 AGM, ensuring compliance with legal regulations as well as the Company's Charter.
- The BOD has conducted both regular and extraordinary meetings in accordance with the Company's Charter, issuing resolutions and decisions within its scope of responsibilities and authority.
- In 2024, the BOD held 20 meetings and issued 24 resolutions and meeting minutes. These resolutions and decisions were issued in the correct order, within the BOD's jurisdiction, and in compliance with legal regulations and the Company's Charter.
- The BOD has effectively supervised the Executive Board in the implementation of the 2024 AGM resolutions and the Company's business operations.

5.2. Supervision Results of the Executive Board

- The Executive Board has fully and promptly executed the BOD's decisions and

resolutions, ensuring the achievement of the Company's business and operational goals, while complying with laws, the Company's Charter, and internal regulations.

- The Executive Board has organized and maintained weekly briefing meetings and extraordinary meetings when necessary to promptly address challenges and operational issues.
- The Executive Board has implemented various measures to strengthen management, inspection, and supervision, adjusting and supplementing internal management regulations to ensure transparency, compliance, and adherence to state regulations in corporate governance.

6. Evaluation of Coordination Between the SB, BOD, CEO, and Shareholders.

- 6.1. The BOD, SB, Executive Board, and senior management of the Group have maintained a strong and effective working relationship in managing and overseeing business operations. The SB has received active support from the BOD and Executive Board, as well as various departments, ensuring that the SB can fully perform its supervisory and inspection functions, especially in accessing information, documents, and participating in key meetings of the Group.
- 6.2. The BOD, SB, and Executive Board have maintained an open and cooperative approach in working with shareholders, ensuring that shareholder rights and obligations are upheld in compliance with applicable laws. The Group is committed to providing accurate and complete information regarding business operations, finance, and corporate governance when requested by shareholders, while also enhancing communication efforts to ensure shareholders receive timely updates.
- 6.3. Beyond its supervisory function, the SB has played an advisory role, offering independent and objective opinions to support the BOD and Executive Board in corporate governance and in achieving the Group's strategic objectives.
- 6.4. The SB highly appreciates the positive collaboration among all stakeholders over the past year. Overall, the coordination mechanisms between the SB, BOD, CEO, and shareholders have been effectively implemented, contributing to improved corporate performance.

7. Shareholder Feedback.

As of the record date for shareholder eligibility to attend the AGM, the SB has not received any complaints or concerns from shareholders regarding violations by the BOD, Executive Board, or SB in the execution of their assigned duties.

PART II. OPERATION PLAN OF THE SB FOR 2025

The SB will focus on the following key tasks for the 2025 fiscal year:

1. Supervising the implementation of AGM resolutions, as well as the resolutions and decisions issued by the BOD.
2. Overseeing the business operations of the Company and its subsidiaries; monitoring the preparation and issuance of the Company's quarterly, semi-annual, and annual financial statements for 2025.
3. Participating in BOD meetings, Company meetings, and conferences.
4. Carrying out assigned duties in accordance with the functions and responsibilities outlined in the Company's Charter.

The above report summarizes the SB's supervision of the Group's activities in 2024 and outlines its 2025 operational plan. The SB respectfully submits this report to the AGM.

We extend our best wishes for good health to the esteemed delegates and shareholders.

Wishing the AGM great success!

Recipients:

- AGM;
 - BOD, Executive Board, and SB;
- Archived: BOD Secretary, Administrative Office.*

**ON BEHALF OF THE SUPERVISORY BOARD
HEAD OF THE SB**

(Signed & Stamped)

Nguyen Thi Thu Huong

No.: 01/2025/TT-DHDCD

Ha Noi, March 19, 2025

PROPOSAL

Re: Profit Distribution Plan for 2024 and Business Plan for 2025

**To: General Meeting of Shareholders
of F.I.T Group Joint Stock Company**

- Pursuant to the Enterprise Law 2020 and its guiding documents;
- Pursuant to the Securities Law 2019 (amended and supplemented in 2024) and its guiding documents;
- Pursuant to the Charter of Organization and Operation of F.I.T Group Joint Stock Company;
- Pursuant to the business results of 2024 and the Company's 2025 production and business plan

The Board of Directors of .I.T Group Joint Stock Company hereby submits to the General Meeting of Shareholders for approval the Profit Distribution Plan for 2024 and the Business Plan for 2025, as follows:

I. Profit Distribution Plan for 2024

No.	Items	Amount (billion dong)
1	Revenue from sales and service provision	1,985
2	Total accounting profit before tax	227.7
3	Profit after corporate income tax	176.5
4	2024 Dividend	0

Reason for not distributing dividends for 2024: The company is in the investment phase to expand production and business.

II. Business Plan for 2025

Targets	Year 2025	
	Plan (million dong)	% Increase/Decrease Compared to 2024
Revenue from sales and service provision	2,632,340	32.63%
Profit after tax	221,916	25.73%
Profit after tax/Revenue from sales and service provision (%)	8.43%	

The Board of Directors respectfully submits this proposal to the General Meeting of Shareholders for review, feedback, and approval.

Sincerely./.

Recipients:

- As above;
- Archived: BOD Office,
Internal Records.

**ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN**

(signed and sealed)

Nguyen Van Sang

No.: 02/2025/TT-DHDCD

Ha Noi, April 2, 2025

PROPOSAL

Re: Approval of the 2024 Audited Financial Statements

**To: General Meeting of Shareholders
of F.I.T Group Joint Stock Company**

- Pursuant to the Enterprise Law 2020 and its guiding documents;
- Pursuant to the Securities Law 2019 (amended and supplemented in 2024) and its guiding documents;
- Pursuant to the Charter of Organization and Operation of F.I.T Group Joint Stock Company,

The Board of Directors hereby submits to the General Meeting of Shareholders for approval of the 2024 Separate Financial Statements and the 2024 Consolidated Financial Statements (Detailed audited financial statements were published on the Company's website at <http://www.tsccantho.com.vn/> on March 26, 2025)

The basic indicators of the 2024 Consolidated Financial Statements (*audited*):

Unit: billion dong

No.	Targets	Value
1	Total Assets	7,748
2	Liabilities	1,807
3	Owner's Equity	5,941
4	Revenue from sales and service provision	1,954
5	Profit before tax	228
6	Profit after tax	177
7	Profit after tax attributable to the Parent Company	119

The Board of Directors respectfully submits this proposal to the General Meeting of Shareholders for review, feedback, and approval.

Sincerely./.

Recipients:

-As above;

-Archived: BOD Office, Internal
Records.

**ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN**

(signed and sealed)

Nguyen Van Sang

No.: 03/2025/TT-DHDCD

Ha Noi, March 19, 2025

PROPOSAL

Re: Approval of the selection of an audit firm to conduct the Company's audit activities

**To: General Meeting of Shareholders
of F.I.T Group Joint Stock Company**

- Pursuant to the Enterprise Law 2020 and its guiding documents;
- Pursuant to the Securities Law 2019 (amended and supplemented in 2024) and its guiding documents;
- Pursuant to the Charter of Organization and Operation of F.I.T Group Joint Stock Company,

The Supervisory Board of F.I.T Group Joint Stock Company (the “**Company**”) hereby submits to the General Meeting of Shareholders for approval of the list of audit firms proposed to conduct the Company's audit activities, including the audit of the 2025 Financial Statements and the review of the 2025 Semi-Annual Financial Statements, as follows:

I. List of Proposed Audit Firms

1. AASC Auditing Firm Company Limited
2. Moore AISC Auditing and Information Technology Services Company Limited
3. A&C Auditing and Consulting Company Limited
4. Vietnam Auditing and Valuation Company Limited (VAE)
5. VACO Auditing Company Limited
6. UHY Auditing and Consulting Company Limited
7. CPA VIETNAM Auditing Company Limited

II. Proposal of the Supervisory Board

1. The Supervisory Board submits to the General Meeting of Shareholders for approval of the list presented in Section I of this Proposal and authorizes the Board of Directors to select an audit firm to conduct the Company's audit activities. Additionally, the General Director is authorized to sign the audit contract and decide on other related matters concerning the audit contract.
2. In the event that the Board of Directors is unable to select an audit firm from the list in Section I of this Proposal, the Supervisory Board submits to the General Meeting of Shareholders for authorization of the Board of Directors to proactively select another audit firm based on ensuring the Company's best interests.

The Supervisory Board respectfully submits this Proposal to the General Meeting of Shareholders for review, feedback, and approval.

Sincerely,

Recipients:

- As above;
- Archived: Supervisory Board,
BOD Office, Internal Records.

**ON BEHALF OF THE SUPERVISORY BOARD
CHAIRMAN**

(signed)

Nguyen Thi Thu Huong

No.: 04/2025/TT-DHDCD

Ha Noi, March 19, 2025

PROPOSAL

Re: Approval of the 2024 remuneration settlement and the 2025 remuneration plan for the Board of Directors and the Supervisory Board

**To: General Meeting of Shareholders
of .I.T Group Joint Stock Company**

- Pursuant to the Enterprise Law 2020 and its guiding documents;
- Pursuant to the Securities Law 2019 (amended and supplemented in 2024) and its guiding documents;
- Pursuant to the Charter of Organization and Operation of .I.T Group Joint Stock Company,

The Board of Directors of .I.T Group Joint Stock Company respectfully submits to the General Meeting of Shareholders this Proposal for the settlement of remuneration for the Board of Directors (“**BOD**”) and Supervisory Board (“**SB**”) in 2024 and the approval of the remuneration plan for the BOD and SB in 2025, with the following details:

1. Remuneration Settlement for the BOD and SB in 2024:

No.	Position	Number of Members	Remuneration per Person/Month (VND)	Total Annual Remuneration 2024 (VND)	Total Remuneration Paid in 2024 (VND)
A. BOD Remuneration					
1	Chairman of the BOD	1	5,000,000	60,000,000	60,000,000
2	BOD Members	6	4,000,000	288,000,000	288,000,000
B. SB Remuneration					
1	Head of SB	1	3,000,000	36,000,000	36,000,000
2	SB Members	2	1,500,000	36,000,000	36,000,000
Total				420,000,000	420,000,000

2. Approval of the 2025 Remuneration Plan for the BOD and SB:

No.	Position	Number of Members	Remuneration per Person/Month (VND)	Total Estimated Remuneration for 2025 (VND)
A. BOD Remuneration				
1	Chairman of the BOD	1	10,000.000	120,000,000
2	BOD Members	6	8,000.000	576,000,000
B. SB Remuneration				
1	Head of SB	1	5,000.000	60,000,000
2	SB Members	2	3,000.000	72,000,000
Total				828,000,000

The Board of Directors respectfully submits this Proposal to the General Meeting of Shareholders for review, feedback, and approval.

Sincerely./.

Recipients:

- *As above;;*

- *Archived: BOD Office, Internal
Records..*

**ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN**

(signed and sealed)

Nguyen Van Sang

PROPOSAL

Re: Approval of revenue and expense-generating contracts between the Company and related parties and other matters under the authority of the General Meeting of Shareholders

**To: General Meeting of Shareholders
of F.I.T Group Joint Stock Company**

- Pursuant to the Enterprise Law 2020 and its guiding documents;
- Pursuant to the Securities Law 2019 (amended and supplemented in 2024) and its guiding documents;
- Pursuant to the Charter of Organization and Operation of F.I.T Group Joint Stock Company ("Company")

To ensure flexibility in managing and operating the Company's activities while proactively seizing business opportunities, the Board of Directors ("**BOD**") respectfully submits to the General Meeting of Shareholders for approval the following matters under its authority:

I. Approval of revenue and expense-generating contracts between the Company and related parties

1. Approval of contracts valued at 35% or more of the Company's total assets as recorded in the latest financial statements between the Company and the entities specified in Clause 1, Article 167 of the Law on Enterprises 2020. Details regarding contract types, draft contracts, maximum transaction values, and the list of entities entering into contracts with the Company are stipulated in Clause 6, Section I of this Proposal;
2. Approval of contracts valued at 35% or more or transactions leading to a total transaction value within 12 months from the first transaction date amounting to 35% or more of the total assets as recorded in the latest financial statements between the Company and the entities specified in Point b, Clause 4, Article 293 of Decree 155/2020/ND-CP guiding the Law on Securities. Details regarding contract types, draft contracts, maximum transaction values, and the list of entities entering into contracts with the Company are stipulated in Clause 6, Section I of this Proposal;
3. Approval of loan agreements and contracts for the purchase and sale of goods/assets valued at more than 10% of the total assets as recorded in the latest financial statements between the Company and shareholders holding 51% or more of the total voting shares or related persons of such shareholders. Details regarding contract types, draft contracts, maximum transaction values, and the list of entities entering into contracts with the Company are stipulated in Clause 6, Section I of this Proposal;
4. Approval of contracts between the Company and its subsidiaries (including cases where the subsidiary is a related party of a shareholder, a member of the Board of Directors, a member of the Supervisory Board, the General Director, or other managers). Details

regarding contract types, draft contracts, maximum transaction values, and the list of entities entering into contracts with the Company are stipulated in Clause 6, Section I of this Proposal;

5. Approval of loan agreements between the Company and members of the BOD, members of the Supervisory Board ("**SB**"), the General Director, other managers who are not shareholders, and individuals or organizations related to these entities. Details regarding draft contracts, maximum transaction values, and the list of entities entering into contracts with the Company are stipulated in Clause 6, Section I of this Proposal;
6. Delegation and authorization to the BOD to decide on other matters, implement and sign the contracts specified in Clauses 1, 2, 3, 4, and 5 of Section I of this Proposal in compliance with the principles of ensuring the Company's legal rights and interests and fully adhering to the Charter, Resolutions of the General Meeting of Shareholders, and applicable legal regulations. The authorization period is from the date of approval by the General Meeting of Shareholders until a new decision by the 2026 Annual General Meeting of Shareholders. Specific details are as follows:
 - 6.1. Types of contracts, draft contracts, and maximum transaction values for each contract type:

No.	Contract Type	Maximum Total Transaction Value of Contracts in 12 Months	Draft Contract
1.	Investment Cooperation Contract	Not exceeding VND 3,000,000,000,000	Appendix I
2.	Goods/Asset Purchase and Sale Contract	Not exceeding VND 3,000,000,000,000	Appendix II
3.	Loan Agreement	Not exceeding VND 3,000,000,000,000	Appendix III

- 6.2. List of entities entering into contracts with the Company:

NO.	COMPANY NAME	RELATIONSHIP
1	Techno-Agricultural Supplying Joint Stock Company (Business registration number: 1800518314)	Tier-1 Subsidiary
2	Cuu Long Pharmaceutical Joint Stock Company (Business registration number: 1500202535)	Tier-1 Subsidiary
3	F.I.T Vietnam Import-Export and Trading Co., Ltd. (Business registration number: 0106567335)	Tier-1 Subsidiary
4	F.I.T Real Estate Investment Joint Stock Company (Business registration number: 0107499328)	Tier-1 Subsidiary
5	Khanh Hoa Mineral Water Joint Stock Company (Business registration number: 4200283916)	Tier-2 Subsidiary

6	Charlotte Real Estate Investment and Development Joint Stock Company (Business registration number: 0110176630)	Tier-2 Subsidiary
7	Nong Tin Seed Joint Stock Company (Business registration number: 3901167137)	Tier-2 Subsidiary
8	FIT Consumer Joint Stock Company (Business registration number: 0313522734)	Tier-2 Subsidiary
9	TSC Seed Joint Stock Company (Business registration number: 1801361391)	Tier-2 Subsidiary
10	Benovas Pharmaceutical Joint Stock Company (Business registration number: 0314033736)	Tier-2 Subsidiary
11	Benovas Medical Equipment Joint Stock Company (Business registration number: 1501057104)	Tier-2 Subsidiary
12	Benovas Oncology Pharmaceutical Joint Stock Company (Business registration number: 0107753133)	Tier-2 Subsidiary
13	VPC - Saigon Pharmaceutical One-Member Limited Company (Business registration number: 0311124093)	Tier-2 Subsidiary
14	Joint Venture for Pharmaceutical and Medical Equipment Import-Export Business	Tier-2 Subsidiary
15	Western Export Food Processing Joint Stock Company (Business registration number: 1800512175)	Tier-2 Subsidiary
16	Westfood Hau Giang Joint Stock Company (Business registration number: 6300265343)	Tier-2 Subsidiary
17	FIT Cosmetics Joint Stock Company (Business registration number: 0104344157)	Associate Company, Related to a BOD Member and Deputy General Director
18	JJK Holdings Investment Joint Stock Company (Business registration number: 0900848515)	Major shareholders; Related to members of the Board of Directors, General Director and Deputy General Director
19	Today Cosmetics Joint Stock Company (Business registration number: 1101403543)	Related to a BOD Member and Deputy General Director

II. Approval of delegation and authorization to the BOD to decide on transactions valued at 35% or more of the total assets

Approval of delegation and authorization to the BOD to decide on investment or sale transactions involving assets valued at 35% or more of the total assets recorded in the latest financial statements of the Company (excluding transactions under Article 167 of the Law on Enterprises 2020). The authorization period is from the date of approval by the General Meeting of Shareholders until a new decision by the 2026 Annual General Meeting of Shareholders.

III. Approval of delegation and authorization to the BOD to decide on certain rights and obligations of the General Meeting of Shareholders between the 2025 – 2026 Annual General Meetings

1. Approval of delegation and authorization to the BOD to proactively adjust business indicators and budgets for 2025 - 2026 in response to market trends, macroeconomic policies, and legal regulations;
2. Approval of delegation and authorization to the BOD to implement Resolutions approved by the General Meeting of Shareholders.
3. The authorization period is from the date of approval by the General Meeting of Shareholders until a new decision by the 2026 Annual General Meeting of Shareholders.

The Board of Directors respectfully submits this Proposal to the General Meeting of Shareholders for review, feedback, and approval..

Sincerely.

Recipients:

- *As above;*
- *Archived: BOD Office, Internal Records .*

**ON BEHALF OF THE BOARD OF
DIRECTORS
CHAIRMAN**

(signed and sealed)

Nguyen Van Sang

APPENDIX I

(Draft attached to Proposal No. 05/2025/TT-DHĐCĐ issued on 19/03/2025)

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

INVESTMENT COOPERATION AGREEMENT

No.: [...]

- Pursuant to the Civil Code No. 91/2015/QH13 passed by the National Assembly of the Socialist Republic of Vietnam on November 24, 2015;
- Pursuant to the Enterprise Law No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on June 17, 2020;
- Based on the needs of both parties;

This Investment Cooperation Agreement (hereinafter referred to as the "Agreement") and its annexes (if any) constitute an inseparable part of the Agreement, which is entered into on [date] at [location] by and between the following parties.

PARTY A: [...]

Address : [...]
Phone : [...] Fax: [...]
Tax Code : [...]
Account Number : [...] at Bank: [...]
Representative : [...] Position: [...]

PARTY B: [...]

Address : [...]
Phone : [...] Fax: [...]
Tax Code : [...]
Account Number : [...] at Bank: [...]
Representative : [...] Position: [...]

Based on the functions and needs of each party, the parties agree to sign this Agreement under the following terms and conditions:

Article 1: Definitions

Unless otherwise stipulated in this Agreement, the following terms shall be understood as:

- (a) “Investment Cooperation Agreement” refers to this Agreement, which may be amended or extended based on written agreements between the parties;

- (b) “Cooperation Activities” are cooperative activities between Party A and Party B carried out under this Agreement;
- (c) “Cooperation Period” refers to the period in which the parties conduct cooperation activities as stipulated in Article 3;
- (d) “Expenses” are costs borne by the parties as stipulated in this Agreement, serving the cooperation activities between Party A and Party B;
- (e) “Party” refers to either Party A or Party B, including their successors and representatives, and “Parties” shall mean both Party A and Party B collectively;
- (f) “Vietnamese Dong” or “VND” refers to the legal currency currently in circulation in Vietnam.

Article 2: Purpose of the Agreement

Recognizing the opportunity to expand business production activities [...], both parties agree to sign this Investment Cooperation Agreement to achieve optimal business efficiency.

Article 3: Cooperation Period

The parties agree that the Cooperation Period shall be 12 months, starting from [date] to [date].

Article 4: Capital Contribution of the Parties

4.1. Determination of Total Investment Capital of the Parties.

- **Investment capital contribution of Party A: [...] VND ("Party A's Contribution") (In words: [...])**
- Investment capital contribution of Party B: The remaining amount.

Article 5: Profit Sharing and Payment of the Agreement

5.1. The parties agree to distribute profits as follows:

- (a) Under all circumstances and regardless of Party B's business performance, Party A shall receive a profit share at a rate of ...%/365 days.

$$\text{Profit received by Party A} = \frac{\text{Outstanding Principal} \times \dots\% \times \text{Actual Number of Days}}{365 \text{ Days}}$$

- (b) Party B shall receive the entire remaining profit after paying Party A the fixed profit amount. In the event of business losses, Party B shall bear all associated risks.

5.2 Payment under the Agreement:

5.2.1 The parties agree as follows:

- Capital contributions shall be made by transferring the contributed capital into Party B's account as specified in this Agreement immediately after the signing of the Agreement.
- On the Agreement's expiration date [date], Party B must repay Party A the total investment capital of [...] VND

- Party B shall pay Party A the profit amount stipulated in Article 5.1 of this Agreement on the contract settlement date.
- The entire amount mentioned above shall be paid via bank transfer to Party A's designated account as specified in this Agreement.
- If Party A instructs payment to an account other than the designated one, it must provide written notice to Party B, duly signed and legally authenticated.

5.2.2 In the event of early termination as stipulated in Article 8, Party A must specify in writing the total liquidation value of the Agreement at that time. The liquidation value shall be calculated using the following formula: Initial Capital Contribution + Profit Share Accrued Based on Actual Cooperation Days + Early Termination Penalty. Within 2 days from the termination request, Party B must fully pay Party A the total capital contribution, the accrued profit, and the early termination penalty to which Party A is entitled.

Article 6: Rights and Obligations of Party A

6.1. Rights

Party A shall have the right to withdraw its investment capital before the agreed term and request Party B to repay the total contributed capital, accrued profits, and any outstanding financial obligations if the circumstances outlined in Article 8.2.2 of this Agreement occur, provided that Party A gives Party B at least 07 days' prior notice.

6.2. Obligations

- Party A shall not interfere in a manner that obstructs Party B's business operations.
- Party A shall comply with all rights and obligations specified in this Agreement and in accordance with applicable laws.

Article 7: Rights and Obligations of Party B

7.1. Rights

- Party B shall have the right to independently plan its business activities, make investment decisions, and carry out investment transactions in accordance with the investment forms stipulated in Article 2 of this Agreement.
- Party B shall have the right to request Party A not to interfere directly in investment decisions affecting Party B..
- If Party B is unable to disburse funds for the agreed investment purposes as initially outlined in this Investment Cooperation Agreement, Party B may temporarily use the contributed capital for other purposes, provided that Party B ensures the availability of funds when required for disbursement according to the agreed investment purposes specified in this Agreement.

7.2. Obligations

- Party B shall **repay** Party A the contributed capital and profits as stipulated in Article 5 of this Agreement.
- Party B shall provide all necessary supporting documents upon Party A's request.
- Party B commits to using the investment capital strictly for the intended purposes specified in this Agreement.
- Party B shall bear all costs and expenses incurred in relation to this Agreement..

- Party B shall comply with all rights and obligations stipulated in this Agreement and as required by applicable laws.

Article 8: Termination and Settlement of the Agreement

- 8.1. This Agreement shall automatically terminate and be settled upon the expiration of the agreed term, provided that both Parties have fulfilled all their respective rights and obligations under this Agreement.
- 8.2. This Agreement may be fully or partially terminated before the expiration date in the following cases:
 - 8.2.1 If Party B requests early termination (before the expiration date as stipulated in Clause 5.2.1, Section 5.2, Article 5 of this Agreement), Party B shall send a written notice to Party A at least 02 (two) working days in advance before the proposed termination or extension date. The termination shall only be valid upon Party A's approval.
 - 8.2.2 Party A shall have the right to terminate the Agreement early if Party B fails to fulfill its profit payment obligations as stipulated in Article 5 of this Agreement.
- 8.3. If either Party commits a serious breach of this Agreement by failing to perform or comply with any of its obligations, and such breach is not remedied within 24 hours after receiving a written notice from the other Party, the non-breaching Party shall have the right to terminate the Agreement;
- 8.4. This Agreement shall be terminated if either Party: Declares bankruptcy or is subject to liquidation or dissolution; Ceases its business operations.

Article 9: Confidentiality

- 9.1. The Parties commit that all information, records, and documents provided by one Party to the other shall not be disclosed to any third party. The Parties must take all necessary measures to ensure the confidentiality of such information and documents, and disclosure shall only be made upon request by a competent governmental authority in accordance with applicable laws.
- 9.2. In dealings with other parties related to this Agreement, the Parties shall clearly define the information that may be disclosed. Any information that is not permitted to be disclosed shall be kept confidential and handled in accordance with the provisions of this Agreement.

Article 10: Notifications

- 10.1. All notifications and transaction-related documents between the Parties shall be sent to the addresses specified in this Agreement and must be in writing. This includes fax and telex communications with signatures from authorized representatives of each Party, which shall be valid and deemed delivered and received: (i) Upon direct handover with a signed acknowledgment by the recipient's administrative office; (ii) If sent via postal mail, the date of sending shall be considered the date stamped by the post office, and the recipient shall be deemed to have received it if the letter reaches the specified address between 7:30 AM and 4:30 PM on working days (iii) If sent via fax or telex during working hours to the designated address and receipt confirmation or transmission completion notice is obtained; and (iv) when actually received if sent via express delivery,

and in all cases, the Parties must use the designated addresses in this Agreement for written notifications at all times..

- 10.2. The Parties may change their addresses for the purpose of this Article by providing written notice to the other Party..

Article 11: Governing Law and Dispute Resolution

- 11.1. The signing, interpretation, amendment, and resolution of disputes related to this Agreement shall be governed by the laws of Vietnam.
- 11.2. All disputes arising from the signing and implementation of this Agreement shall be resolved through negotiation and mediation between the Parties. If negotiation and mediation fail, the Parties agree to submit the dispute to a competent court in **Hanoi** in accordance with the applicable laws. The decision of the court shall be final, and the losing Party shall bear the legal fees.

Article 12: General Provisions

- 12.1. This Agreement shall take effect from the date of signing. Any modifications, supplements, or amendments to this Agreement must be made in writing. Any written agreements regarding modifications, supplements, or amendments to this Agreement (if any) shall constitute an integral part of this Agreement and shall be binding upon the Parties.
- 12.2. If any provision of this Agreement is found to be invalid, the validity of the remaining provisions shall not be affected in any way. Furthermore, to replace any unlawful, invalid, or unenforceable provisions, legal, valid, and enforceable provisions similar to those invalidated shall be added to this Agreement where possible.
- 12.3. This Agreement consists of 12 (twelve) Articles and 05 (five) pages, and it is made in 02 (two) original copies with equal legal validity. Party A shall keep 01 (one) copy, and Party B shall keep 01 (one) copy.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B

Appendix II

(Draft attached to Proposal No. 05/2025/TT-DHĐCĐ issued on 19/03/2025)

SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

GOODS/ASSETS PURCHASE AND SALE CONTRACT

No.: [...]

- Pursuant to the Civil Code No. 91/2015/QH13 dated November 24, 2015;
- Pursuant to the Commercial Law No. 36/2005/QH11;
- Pursuant to the ability of both Parties to supply and consume goods.

This Goods Purchase and Sale Contract (“**Contract**”) is entered into on .../.../... by and between the following Parties:

SELLER (PARTY A): [...]

Address : [...]
Phone : [...] Fax: [...]
Tax Code : [...]
Bank Account Number: [...] at Bank: [...]
Representative : [...] Position: [...]

AND

BUYER (PARTY B): [...]

Address : [...]
Phone : [...] Fax: [...]
Tax Code : [...]
Bank Account Number: [...] at Bank: [...]
Representative : [...] Position: [...]

*(Hereinafter, Party A and Party B shall be collectively referred to as the “**Parties**” and individually as a “**Party**”)*

Upon mutual agreement, the Parties agree to enter into this Goods Purchase and Sale Contract No. [...] (hereinafter referred to as the “**Contract**”) under the following terms and conditions:

ARTICLE 1. TRANSACTION CONTENT

- 1.1.** Party B agrees to purchase and Party A agrees to sell goods to Party B (hereinafter referred to as the “Goods”) as specified in Appendix 1 attached to this Contract (hereinafter referred to as “**Appendix 1**”).

- 1.2. When in need of purchasing Goods, Party B shall send an order to Party A. The order must clearly specify the quantity of Goods, the value of the Goods, the delivery time, and the delivery location.
- 1.3. Within 02 (two) working days from the date of receipt of the order from Party B, Party A is responsible for responding to Party B regarding acceptance or rejection of the order.
- 1.4. Goods selling price:
 - (a) Party A is responsible for providing a quotation for the Goods as a basis for Party B to proceed with ordering the Goods. The initial quotation shall be provided by Party A within 01 (one) day from the date the Parties sign this Contract (“**Quotation**”).
 - (b) In the event of price changes as per the Quotation due to fluctuations in production input factors (including but not limited to factors such as labor costs, raw material prices or changes in raw materials, machinery price changes or machinery replacements, inflation, exchange rate fluctuations, etc.), Party A must notify Party B in writing at least [...] before Party A intends to implement the new price.

ARTICLE 2. CONTRACT VALUE AND PAYMENT TERMS

- 2.1. **Contract Value:** The total value of payments for the purchase orders is specified in the Appendices to this Contract, corresponding to the orders placed by the Parties.
- 2.2. **Payment for Each Purchase Order:** Specified in Appendix 1.
- 2.3. **Payment Term:** Specified in Appendix 1.
- 2.4. **Payment Method for Each Purchase Order and Payments Related to the Contract:**

Party B shall make payments to Party A via bank transfer to Party A’s account as stated in the Contract. The payment receiving address of Party A shall be as specified in the Contract’s reference section.

ARTICLE 3. DELIVERY TIME AND TRANSPORTATION - HANDOVER METHOD

- 3.1. **Delivery Time:** Specified in Appendix 1.
- 3.2. **Transportation - Handover Method:**
 - (a) Party A shall deliver the Goods to the delivery address specified in Appendix 1. The loading costs of the Goods from Party A shall be borne by Party A, while the unloading costs at Party B’s delivery location shall be borne by Party B. The transportation costs of the Goods shall be borne by Party A. In case any risks occur to the Goods during transportation, such risks shall be borne by Party A.
 - (b) When the Goods are transported by Party A to Party B’s delivery location and handed over to Party B, an authorized or designated representative of each Party shall sign a Handover Record to confirm the quantity, condition, and specifications of the Goods at the time of handover. The Handover Record shall be made in two (02) copies, with each Party keeping one (01) copy, and it shall be signed and acknowledged by an authorized or designated representative of both Party A and Party B.

ARTICLE 4. COMPLAINTS

- 4.1. Within 05 (five) working days from the date the Parties sign the Handover Record, if Party B detects any issues regarding the specifications or visual quality of the Goods, Party B shall be responsible for notifying Party A in writing regarding such issues.

Within 07 (seven) days from the date Party B sends the written complaint, Party A shall inspect and either supplement or replace the Goods.

- 4.2. In the event that the Parties cannot determine whether the Goods fail to meet the required quality standards, or which Party is at fault, the determination of non-compliance and fault attribution shall be based on the assessment results of [...]. The assessment results of [...] shall serve as the basis for determining the rights and obligations of both Parties:
- (a) If the fault lies with Party A, Party A shall replace the non-compliant Goods and bear all costs associated with the replacement within [...] days from the date of the assessment results from [...]. If Party A fails to replace the non-compliant Goods within the stipulated period, Party A shall be liable for compensating Party B for any damages. Additionally, Party B shall have the right to withhold payment for the Purchase Order containing the non-compliant Goods and shall also have the right to unilaterally terminate the Contract.
 - (b) If the fault lies with Party B, Party A shall not be required to proceed with the replacement.
 - (c) The costs for conducting the inspection at [...] shall be borne by the Party that is found responsible for the Goods' defects as concluded by [...].

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS

Party A commits and guarantees that:

- 5.1. Party A is the owner of the Goods or has the legal right to sell the Goods to Party B.
- 5.2. The Goods and Party B's use, purchase, and sale of the Goods do not infringe upon any legally registered and protected ownership rights or intellectual property rights of any third party under Vietnamese law within the territory of Vietnam.

ARTICLE 6. RESPONSIBILITIES OF BOTH PARTIES

6.1. Responsibilities of Party A:

- (a) Ensure full legal capacity and all necessary permits, approvals, authorizations, and licenses from competent authorities and internal approvals within Party A to enter into and perform this Contract.
- (b) Ensure that the supply of Goods to Party B under the Contract does not violate any agreements or contracts between Party A and any third party.
- (c) Ensure ownership, usage rights, and intellectual property rights over the Goods under the Contract without any disputes with third parties; and bear full responsibility for any disputes, complaints, or legal actions from third parties regarding ownership, usage rights, and intellectual property rights over the Goods.
- (d) Deliver the Goods to Party B in the correct quantity, name, quality, type, specifications, and standards as agreed in the Contract, Appendix 1, and the Purchase Order.
- (e) Deliver the Goods on time.
- (f) Provide necessary documents and information related to the Goods (if any) within 01 (one) day from the date of Party B's request, including but not limited to: certificates of

origin, and any legal documents required for the Goods to be legally circulated in Vietnam (if required by law).

- (g) Replace, accept returns, or rectify defective, missing, or faulty Goods for Party B as stipulated in the Contract.
- (h) Maintain confidentiality obligations towards Party B. If Party A violates this obligation, Party B has the right to: (i) suspend payment obligations; and/or (ii) terminate the Contract without any liability to Party A; and/or (iii) cease cooperation in future projects and transactions.
- (i) Not transfer any of its rights or obligations under the Contract to any third party without prior written consent from Party B.
- (j) Provide VAT invoices to Party B.
- (k) Package and seal the Goods before delivery to Party B. The packaging and sealing must ensure the safety and quality of the Goods under normal storage and transportation conditions. If the Goods require special transportation conditions, Party A must notify Party B immediately upon order confirmation (for urgent requests) or register such conditions with Party B upon signing the Contract. Party A shall be fully responsible for and compensate Party B for any damage to the Goods due to improper packaging or sealing;
- (l) When delivering the Goods to Party B's warehouse, Party A and its personnel must comply with all internal regulations of Party B and/or the warehouse service provider regarding access, fire safety, security, and warehouse operation;
- (m) Support Party B in handling consumer complaints regarding product quality.
- (n) In case Party B delays payment beyond the agreed payment schedule stated in this Contract and its related appendices, Party A has the right to refuse to accept subsequent orders or refuse to deliver subsequent orders to Party B.
- (o) Perform other responsibilities as agreed in the Contract, Appendix 1, Purchase Orders, and as required by law.

6.2. Responsibilities of Party B:

- (a) Pay Party A the Contract value and Purchase Order value in accordance with the stipulated timeline and payment method in the Contract, Appendix 1, and Purchase Orders.
- (b) Receive the Goods at the specified time and location as stipulated in the Contract, Appendix 1, and Purchase Orders.
- (c) Support and facilitate Party A in the handover of the Goods.
- (d) Prepare the premises and assign representatives to receive the Goods from Party A..
- (e) Perform other responsibilities as agreed in the Contract, Appendix 1, Purchase Orders, and as required by law.

ARTICLE 7. COMPENSATION FOR DAMAGES AND CONTRACTUAL PENALTIES

7.1. Compensation for Damages:

- (a) If either Party under this Contract fails to perform, improperly performs, or incompletely performs its obligations under this Contract and/or legal regulations, causing damage to

the other Party, the breaching Party shall be liable to compensate the damaged Party for the full value of such damages.

- (b) In addition to the obligation to compensate for damages, the breaching Party must take all possible measures to remedy the consequences of its violation to prevent and minimize further damages to the non-breaching Party. Any costs incurred in fulfilling this obligation shall be borne solely by the breaching Party.
- (c) The non-breaching Party has the right to directly deduct the compensation amount from any payments due to the breaching Party as reimbursement for any losses or damages caused by the breaching Party's contractual violations.

7.2. Contractual Penalties:

- (a) During the execution of this Contract, a Party shall be deemed to have breached the Contract if it commits one or multiple violations of the rights and obligations stipulated in the Contract, including but not limited to the following acts:
 - (i) Breach of payment obligation;
 - (ii) Failure to deliver the full quantity of Goods;
 - (iii) Late delivery beyond the agreed timeframe between the Parties;
 - (iv) Failure to ensure the quality of the Goods;
 - (v) Failure to rectify defects within the stipulated period as stated in **Article 4** of the Contract;
 - (vi) Other contractual violations that prevent the non-breaching Party from achieving the intended purpose of this Contract.
- (b) The breaching Party shall be liable to pay a penalty for breach to the non-breaching Party. The penalty amount shall be calculated as [...] of the value of the breached portion of the Contract.

ARTICLE 8. CONTRACT DURATION AND EARLY TERMINATION

- 8.1. This Contract remains effective for the duration of the orders specified in Article 1 – Appendix 1 attached
- 8.2. The Contract shall be terminated in the following cases:
 - (a) The Contract expires and both Parties have fully performed their rights and obligations under the Contract.
 - (b) The Parties mutually agree to terminate the Contract in writing, signed by the duly authorized representatives of each Party.
 - (c) The Contract is affected by a force majeure event as stipulated in Article 11.3 of the Contract.
 - (d) Other cases as provided in this Contract and as required by law..
- 8.3. Termination of this Contract, under any circumstances, shall not affect the rights and obligations of the Parties that have arisen before the termination date.

ARTICLE 9. CONFIDENTIALITY

- 9.1. All documents, exchanged information between Party A and Party B, and any information obtained by one Party from the other during the execution of this Contract,

including but not limited to information related to pricing, Goods, and delivery of Goods in the form of “documents, fax, email,” as well as the terms and conditions of this Contract, Appendix 1, Purchase Orders, and any written agreements between the Parties regarding amendments or supplements to this Contract, shall be kept strictly confidential and shall not be disclosed to any third party.

- 9.2. The confidentiality obligation shall not apply to the following information:
- (a) Information that has been publicly disclosed or is known to the public prior to the time of disclosure, provided that such disclosure is not due to the fault of the receiving Party;
 - (b) Information that the receiving Party can prove was already in its possession before being provided by the disclosing Party and was not subject to any confidentiality obligations;
 - (c) Information independently obtained by the receiving Party through research without using the confidential information of the disclosing Party.
- 9.3. A Party shall not be deemed to have breached its confidentiality obligations under this Article in the following cases:
- (a) When disclosure is required by law or by a competent state authority;
 - (b) When disclosure is made to the employees of each Party for the purpose of fulfilling obligations under this Contract. Each Party shall take reasonable measures to ensure that such employees maintain confidentiality obligations equivalent to those of the Parties in this Contract.
- 9.4. This confidentiality clause shall remain valid during the execution of this Contract and for 03 (three) years after the Contract expires.

ARTICLE 10. NOTIFICATIONS

- 10.1. All notifications and other communications made in connection with this Contract must be in writing and sent through one of the following methods: (i) Postal mail, (ii) email, (iii) fax or (iv) Direct delivery (If sent via fax or email, the original document must be sent via postal mail within 03 (three) working days thereafter). Notifications shall be sent to the respective Party and Representative at the following addresses:

To Party A : [...]

Address : [...]

Telephone : [...]

Recipient : [...]

Position : [...]

Email : [...]

To Party B: : [...]

Address : [...]

Telephone : [...]

Recipient : [...]

Position : [...]

To ensure timely communication, a Party may notify or discuss matters with the other Party by telephone, but such notification or discussion must be confirmed in writing or

via email by the authorized Representative of the notifying Party within 03 (three) working days from the date of the telephone notification.

- 10.2. Each Party shall be responsible for updating the other Party on any changes to its contact information specified in Clause 10.1 of this Article. If no such notification is given, the other Party shall have the right to send notifications to the last known address, and such notifications shall be deemed as duly received.

ARTICLE 11. FORCE MAJEURE EVENTS

- 11.1. A force majeure event refers to an event that is unforeseen, beyond the expectations, control, or resolution capacity of the Parties, including but not limited to: government prohibitions or delays; riots, wars, national emergencies; disturbances, strikes, labor disputes; epidemics, fires, floods, earthquakes, storms, or tsunamis.
- 11.2. The Party affected by a force majeure event must immediately notify the other Party (in writing, by email, or fax). Within 05 (five) days from the occurrence of the force majeure event, the affected Party must notify the other Party with details of the force majeure event, proposed remedial measures, and an estimated timeline for resolution.
- 11.3. If the force majeure event lasts for more than 30 (thirty) days, either Party has the right to request termination of the Contract by sending written notice to the other Party. In such cases, the Contract shall be deemed terminated 05 (five) days from the date the other Party receives the termination notice. The Parties shall be responsible for fulfilling any outstanding obligations up to the termination date.

ARTICLE 12. DISPUTE RESOLUTION

- 12.1. The Parties commit to strictly complying with the terms of this Contract. If any difficulties arise during execution, the Parties shall negotiate and resolve them in a spirit of cooperation.
- 12.2. If a dispute arises that cannot be resolved through mutual agreement, either Party has the right to submit the dispute to a competent court for resolution in accordance with the law.

ARTICLE 13. MISCELLANEOUS PROVISIONS

- 13.4 This Contract is governed by the laws of the Socialist Republic of Vietnam.
- 13.5 Any amendments or supplements to the provisions of this Contract must be agreed upon by both Parties and formalized in writing. Any written amendments or supplements shall form an integral part of this Contract.
- 13.6 This Contract shall be automatically liquidated once both Parties have fulfilled all rights and obligations stipulated herein, without any further claims or requests.
- 13.7 If any part of this Contract is deemed invalid, the remaining provisions shall remain in full force and effect.
- 13.8 This Contract is made in 04 (four) copies, with each Party retaining 02 (two) copies, all of which hold equal legal value.

As evidence of agreement, the Parties hereby sign this Contract on the date specified in the opening section of this Contract.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B

APPENDIX 01: DETAILED TERMS

(Attached to Contract No.....)

Appendix Code: [.....]

Article 1. Order Details

The Goods supplied by Party A to Party B include the following products [...] with details listed in the table below:

No.	Production Name	Brand	Unit Price (Excl. VAT)	Quantity	Total Amount
Total Amount					
VAT [...]%					
Total Payment Amount					

In words: [...]

Article 2. Payment for Purchase Orders

2.1. Payment Method:

Party B shall make payments to Party A via bank transfer.

2.2. Delivery Documents:

Upon delivery of the Goods to Party B, Party A shall provide the following documents:

- (a) A valid VAT invoice;
- (b) A delivery and acceptance record, signed by the authorized representatives of both Parties;

Article 3. Time and Location of Goods Delivery and Acceptance

3.1. Delivery Time: Party A shall deliver the Goods to Party B no later than [...] days from the date Party A confirms Party B's Purchase Order as per the Contract.

3.2. Delivery Location: Bên A thực hiện giao Hàng hóa cho Bên B tại địa chỉ [...]

Article 4. Other Rights and Obligations of the Parties: Not applicable.

Article 5. General Provisions

5.1. This Appendix is effective from the date of signing and forms an integral part of the Contract.

5.2. All other provisions of the Contract that are not modified, amended, or supplemented by this Appendix shall remain in full force and effect.

5.3. This Appendix is made in 04 (four) original copies with equal legal validity, with each Party retaining 02 (two) copies for implementation.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B

Appendix III

(Draft attached to Proposal No. 05/2025/TT-DHĐCĐ issued on 19/03/2025)

SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

LOAN AGREEMENT

No.: [...]

- Pursuant to the Civil Code No. 91/2015/QH13, passed by the National Assembly of the Socialist Republic of Vietnam on November 24, 2015;
- Pursuant to the Enterprise Law No. 59/2020/QH14, passed by the National Assembly of the Socialist Republic of Vietnam on June 17, 2020;
- Pursuant to the needs of both Parties;

This LOAN AGREEMENT (hereinafter referred to as the “**Agreement**”) and its Appendices (if any) form an integral part of this Agreement, which is entered into on [date] by and between the following Parties::

(I) LENDER : [...]

Headquarters : [...]

Enterprise Code/Tax Code: [...]

Representative : [...]

Bank Account No. : [...]

Opened at : [...]

(hereinafter referred to as “Party A”)

and

(II) BORROWER : [...]

Headquarters : [...]

Enterprise Code/Tax Code : [...]

Telephone : [...]

Representative : [...] Position: Representative: [...] Position: [...]

Bank Account No. : [...]

Opened at : [...]

(Hereinafter referred to as “Party B”)

(Party A and Party B are hereinafter referred to individually as a “Party” and collectively as the “Parties” or “Both Parties”)

The Parties agree to enter into this Loan Agreement under the following terms and conditions:

ARTICLE 1: LOAN AMOUNT – PURPOSE OF THE LOAN

1.1 Party A agrees to lend Party B the amount of: [...]

(In words: [...]/.)

1.2 Method of Fund Transfer:

The Parties agree that Party A shall transfer the entire loan amount to Party B's account as follows:

Account Name : [...]

Account Number : [...]

Opened at : [...]

1.3 Purpose of the Loan : [...]

ARTICLE 2: LOAN TERM – LOAN INTEREST RATE

2.1. Loan Term: [...] - Effective from [date] to [date].

2.2. Loan Interest Rate: [...] % per year (*One year is calculated as 365 days*).

The principal loan amount and the total accrued interest from [date] shall be paid in full on the Agreement settlement date. The interest payable by Party B to Party A is calculated as follows

$$\text{Loan Interest} = \frac{\text{Outstanding Principal} \times [...] \% \times \text{Actual Days}}{365 \text{ Days}}$$

ARTICLE 3: RIGHTS AND OBLIGATIONS OF PARTY A

3.1. Rights of Party A:

- (i) Request Party B to provide documents related to the loan;
- (ii) Conduct inspections before, during, and after the loan disbursement to ensure loan security;
- (iii) In the event that Party B breaches its obligations under this Agreement, Party A has the right to:
 - (a) Demand early repayment of the entire loan principal along with any accrued interest (if applicable);
 - (b) Initiate legal proceedings against Party B in case of any breach of obligations committed under this Agreement.

3.2. Obligations of Party A:

- (i) Ensure the legality of the loan funds' source in accordance with legal regulations;
- (ii) Comply with the terms agreed upon in this Agreement;
- (iii) Provide at least 07 (seven) working days prior notice to Party B before recalling the principal and interest.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF PARTY B

4.1. Rights of Party B:

- (i) Have full discretion in planning, deciding how to utilize the loan, and executing transactions in accordance with the purpose of the loan as stated in Article 1 of this Agreement;
- (ii) Request Party A not to interfere directly in a way that affects Party B's decisions regarding the loan usage;
- (iii) Reject any requests from Party A that are inconsistent with the terms of this Agreement;
- (iv) Lodge complaints or initiate legal proceedings in case of contractual violations as per applicable laws.

4.2. Obligations of Party B:

- (i) Repay the principal and interest on time as stipulated in Article 2 of this Agreement;
- (ii) The total principal, interest, and any penalty interest (if applicable) must be paid via bank transfer to Party A's account within 07 days from the date of Party A's payment request;
- (iii) If Party A instructs payment to a different account than the one originally designated, Party A must notify Party B in writing with a legally authorized signature;
- (iv) Provide complete, timely, and accurate information and documents related to the loan and take full responsibility for the accuracy of such information and documents within 03 days from Party A's request;
- (v) Facilitate any inspections conducted by Party A concerning the loan utilization;
- (vi) If Party B fails to make payments within the timeline specified in Article 2 of this Agreement, it shall be liable to pay overdue interest calculated based on the actual number of overdue days. The overdue interest rate shall be 150% of the standard loan interest rate stated in Article 2 of this Agreement, applied to the overdue amount;

Party B must fulfill its obligations under Clause 4.2.(vi) of this Agreement within 07 days from the date of Party A's request.

- (vii) Bear legal responsibility in case of failure to comply with the agreed loan repayment terms and the loan security obligations under this Agreement.

ARTICLE 5: TERMINATION AND SETTLEMENT OF THE AGREEMENT

5.1. This Agreement shall automatically terminate and be settled upon the expiration of the agreed term, provided that both Parties have fully performed their rights and obligations under this Agreement.

5.2. The Agreement may be fully or partially settled before its expiration in the following cases:

- (i) If Party B requests an early settlement or partial repayment (before the deadline stipulated in Article 2 of this Agreement), Party B must send a written notice to Party A at least 07 (seven) working days before the proposed repayment, settlement, or extension of the Agreement and must obtain Party A's approval;
- (ii) If Party A requests an early termination of the Agreement;

- (iii) If a Party commits a material breach of this Agreement by failing to fulfill or comply with any of its obligations, and such breach is not remedied within 24 hours from the time the breaching Party receives a written notice from the other Party;

ARTICLE 6: BREACH HANDLING

- 6.1. Any contractual breaches by either Party shall be handled in accordance with the applicable laws and regulations.
- 6.2. Both Parties have the right to file complaints or initiate legal proceedings in case of disputes regarding the execution of the Agreement at the competent People's Court.
- 6.3. Any violation of the rights and obligations stipulated in this Agreement shall be considered a breach of contract, and the breaching Party shall be liable for:
 - (i) Compensating for all actual damages incurred by the non-breaching Party due to the breach; and
 - (ii) Paying a penalty fee equivalent to 8% (eight percent) of the violated portion of the Agreement's value to the non-breaching Party.

ARTICLE 7: CONFIDENTIALITY

- 7.1. The Parties commit that all information, records, and documents provided by one Party to the other shall not be disclosed to any third party. The Parties shall implement necessary measures to protect such confidential information and documents, and they may only disclose such information upon request from a competent government authority, in compliance with the law.
- 7.2. In dealings with third parties related to this Agreement, the Parties shall clearly define which information can be disclosed and which information must remain confidential, ensuring compliance with the confidentiality provisions of this Agreement.

ARTICLE 8: NOTIFICATIONS

- 8.1. All notifications and transaction documents exchanged between the Parties shall be sent to the addresses specified in this Agreement. Such documents must be in writing, including fax and telex messages signed by the authorized representatives of the Parties as stipulated and permitted in this Agreement. These documents shall be deemed valid and delivered under the following conditions:
 - (i) Upon direct hand delivery, with acknowledgment of receipt by the recipient Party's administrative department;
 - (ii) If sent by postal mail, the date of sending shall be considered as the date stamped by the post office of the sender's location, and the recipient shall be deemed to have received the notification if the mail is delivered to the designated address during working hours from 07:30 to 16:30 on business days;
 - (iii) If sent via fax or telex during working hours to the registered transaction address, and upon receiving an acknowledgment or confirmation of successful transmission of the fax or telex;

- (iv) Upon actual receipt if sent by courier service, and in all cases, each Party must send notifications to the other Party's designated address in writing at the respective times stipulated in the Agreement.
 - (v) Upon transmission via email.
- 8.2. The Parties may change their designated addresses for the purpose of this Article 8 by providing written notice to the other Party.

ARTICLE 9: GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1. The execution, interpretation, amendments, and dispute resolution of this Agreement shall be governed by the laws of Vietnam.
- 9.2. Any disputes arising from the execution and performance of this Agreement shall first be resolved through negotiation and mediation between the Parties. If such negotiation or mediation fails, the Parties agree to submit the dispute to the competent court in Hanoi for resolution in accordance with legal provisions. The court's decision shall be final, and the losing Party shall bear the court fees.

ARTICLE 10: ENFORCEMENT PROVISIONS

- 10.1. This Agreement shall take effect from the date of signing. This Agreement may be amended, supplemented, or adjusted in writing. Any written agreement regarding amendments, supplements, or adjustments (if any) shall form an integral part of this Agreement and shall be binding upon both Parties.
- 10.2. Any matters not stipulated in this Agreement shall be governed by the applicable laws of Vietnam.
- 10.3. This Agreement consists of 05 (five) pages and is made in 04 (four) original copies, each having equal legal validity. Each Party shall retain 02 (two) copies for implementation.

LENDER

BORROWER

No.: 06/2025/TT-DHĐCĐ

Hanoi, March 19, 2025

PROPOSAL

*Re: Approval of the Dismissal and Election of Additional
Independent Board Members and Supervisory Board Members for the 2023–2028 Term*

To : THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS

- *Pursuant to Enterprise Law No. 59/2020/QH14, effective from January 1, 2021;*
- *Pursuant to Securities Law No. 54/2019/QH14, effective from January 1, 2021;*
- *Pursuant to the Charter of F.I.T Group Joint Stock Company ("the Company");*
- *Pursuant to the resignation letter of Mr. Vu Anh Trong from his position as an Independent Board Member;*
- *Pursuant to the resignation letter of Ms. Nguyen Thi Thu Huong from her position as a Supervisory Board Member;*
- *Based on the Company's operational requirements, in compliance with the Company Charter and corporate governance practices for public companies;*

In consideration of the Company's operational situation, adherence to the Company Charter, corporate governance practices for public companies, and the requests of the individuals concerned, the **Board of Directors (BOD)** respectfully submits this proposal to the **General Meeting of Shareholders (AGM)** for approval of the dismissal and election of additional Independent Board Members and Supervisory Board (SB) Members for the 2023–2028 term as follows:

I. DISMISSAL OF INDEPENDENT BOARD MEMBER AND SUPERVISORY BOARD MEMBER:

1. Dismissal of Mr. Vu Anh Trong from his position as an Independent Board Member of the Company.
2. Dismissal of Ms. Nguyen Thi Thu Huong from her position as a Supervisory Board Member of the Company.
3. Effective date of dismissal: From the date the General Meeting of Shareholders (AGM) approves the resolution.

II. APPROVAL OF THE ELECTION OF ADDITIONAL INDEPENDENT BOARD MEMBER AND SUPERVISORY BOARD MEMBER FOR THE 2023–2028 TERM

1. Approval of the Election of an Additional Independent Board Member
 - 1.1. Number of additional members to be elected: 01 Independent Board Member.
 - 1.2. Qualifications and requirements for Independent Board Member candidates:

- (i) The candidate must meet the qualifications and requirements stipulated in the Enterprise Law 2020, Decree No. 155/2020/ND-CP of the Government, and the Company's Charter.
 - (ii) The candidate must satisfy the qualifications and conditions for an Independent Board Member as defined in Clause 2, Article 155 of the Enterprise Law 2020.
 - (iii) The candidate may either self-nominate or be nominated by a shareholder/group of shareholders/the authorized representative of a shareholder/group of shareholders with nomination rights, and/or be nominated by the BOD in accordance with the Enterprise Law 2020 and the Company's Charter
2. Approval of the Election of an Additional Supervisory Board Member
- 2.1. Number of additional members to be elected: 01 Supervisory Board Member.
- 2.2. Qualifications and requirements for Supervisory Board Member candidates:
- (i) The candidate must meet the qualifications and conditions stipulated in the Enterprise Law 2020, Decree No. 155/2020/ND-CP of the Government, and the Company's Charter.
 - (ii) The candidate may either self-nominate or be nominated by a shareholder/group of shareholders/the authorized representative of a shareholder/group of shareholders with nomination rights, and/or be nominated by the incumbent Supervisory Board, in accordance with the Enterprise Law 2020 and the Company's Charter.

III. LIST OF CANDIDATES FOR THE ELECTION OF ADDITIONAL INDEPENDENT BOARD MEMBER AND SUPERVISORY BOARD MEMBER FOR THE 2023–2028 TERM

The list of candidates has been compiled from individuals who meet the required qualifications and conditions as stated above and have submitted complete application documents to the Company within the specified deadline, in accordance with the Notice on Nomination and Candidacy for Independent Board Member and Supervisory Board Member for the 2023–2028 term.

The Board of Directors respectfully submits this list to the General Meeting of Shareholders for review, discussion, and approval.

Sincerely./.

Recipients:

- As stated above;

- Archived: Administrative Office.

**ON BEHALF OF THE BOARD OF THE
DIRECTOR'S
CHAIRMAN**

(Signed & Stamped)

Nguyen Van Sang

NOTICE

*Re: Nomination and Candidacy for Additional Independent Board Member and Supervisory
Board Member for the 2023–2028 term*

To: Shareholders of F.I.T Group Joint Stock Company

- Pursuant to the Enterprise Law 2020 and its guiding documents;
- Pursuant to the Securities Law 2019 (amended and supplemented in 2024) and its guiding documents;
- Pursuant to the Resignation letter of Mr. Vu Anh Trong from his position as an Independent Board Member;
- Pursuant to the Resignation letter of Ms. Nguyen Thi Thu Huong from her position as a Supervisory Board Member;
- Pursuant to the Charter on Organization and Operation of F.I.T Group Joint Stock Company.

The Board of Directors (BOD) of F.I.T Group Joint Stock Company respectfully informs all shareholders of the nomination and candidacy process for additional members of the Supervisory Board (“SB”) for the 2023–2028 term, as follows:

I. NUMBER OF POSITIONS TO BE ELECTED

1. Independent Board Member: 01 member
2. Supervisory Board Member: 01 member

II. QUALIFICATIONS AND REQUIREMENTS FOR INDEPENDENT BOARD MEMBER AND SUPERVISORY BOARD MEMBER

1. Independent Board Member:

According to Article 155 of the Enterprise Law, Article 275 of Decree No. 155/2020/ND-CP, and Article 25 of the Company’s Charter, an Independent Board Member must meet the following qualifications and conditions:

- 1.1. General Qualifications for Board Members:
 - a. Must not fall under the disqualification cases listed in Clause 2, Article 17 of the Enterprise Law 2020.
 - b. Must have professional qualifications and experience in business administration or in the Company's industry, and is not required to be a shareholder of the Company;
 - c. A Board Member may concurrently hold board positions in other companies;
 - d. A Board Member may simultaneously serve on the boards of a maximum of five (5) other companies;
 - e. Must meet other legal and regulatory requirements, as well as those specified in the Company’s Charter.
- 1.2. Must not currently be working for the Company, its parent company, or its subsidiaries; must not have worked for the Company, its parent company, or its subsidiaries for at least three (3) consecutive years prior.
- 1.3. Must not be receiving salary or compensation from the Company, except for allowances

provided under regulations applicable to Board Members.

- 1.4. Must not have a spouse, biological parent, adoptive parent, biological child, adopted child, biological sibling, or spouse of such persons who is a major shareholder of the Company, a manager of the Company, or a subsidiary of the Company.
- 1.5. Must not directly or indirectly own at least 1% of the total voting shares of the Company.
- 1.6. Must not have served as a Board Member or Supervisory Board Member of the Company for at least five (5) consecutive years, except in cases where they have been reappointed for two consecutive terms.

2. Supervisory Board Member Requirements

According to Article 169 of the Enterprise Law, Article 286 of Decree No. 155/2020/ND-CP, and Article 37 of the Company's Charter, a Supervisory Board Member must meet the following qualifications and conditions:

- 2.1. Must not fall under the disqualification cases listed in Clause 2, Article 17 of the Enterprise Law 2020.
- 2.2. Must hold formal training in economics, finance, accounting, auditing, law, business administration, or other fields relevant to the Company's operations.
- 2.3. Must not have a family relationship with a Board Member, CEO, General Director, or other managers of the Company.
- 2.4. Must not hold a management position in the Company and is not required to be a shareholder or employee of the Company, unless otherwise specified in the Company's Charter.
- 2.5. Must not be employed in the accounting or finance department of the Company.
- 2.6. Must not be a member or employee of an auditing firm that has conducted audits of the Company's financial statements within the past three (3) consecutive years.
- 2.7. Must meet other legal and regulatory requirements as well as those specified in the Company's Charter.

III. CONDITIONS FOR NOMINATION AND CANDIDACY FOR BOD MEMBERS AND SB MEMBERS

1. Conditions for Nomination and Candidacy for BOD Members:

Pursuant to Article 25 of the Company's Charter, shareholders or groups of shareholders holding at least 10% of the total ordinary shares have the right to nominate or self-nominate candidates for the BOD, as follows:

- 1.1. Shareholders or groups of shareholders holding at least 10% of the total ordinary shares are entitled to nominate candidates for the SB. Shareholders may aggregate their voting rights to nominate SB candidates. The number of candidates a shareholder or group of shareholders may nominate is as follows: from 10% to less than 30% ownership: up to two (02) candidates; from 30% to less than 40% ownership: up to three (03) candidates; from 40% to less than 50% ownership: up to four (04) candidates. 50% ownership or more: no limit on the number of candidates.
- 1.2. In cases where the number of BOD candidates nominated and self-nominated is insufficient as required by Clause 5, Article 115 of the Enterprise Law, the incumbent BOD shall introduce additional candidates or organize nominations in accordance with the Company's Charter, Internal Governance Regulations, and BOD Operating Regulations. Any additional candidates introduced by the incumbent BOD must be publicly disclosed before the General Meeting of Shareholders (AGM) votes on electing BOD members, as required by law.

2. Conditions for Nomination and Candidacy for SB Members

Pursuant to Article 36 of the Company's Charter, shareholders or groups of shareholders holding at least 10% of the total ordinary shares have the right to nominate or self-nominate candidates for the SB, as follows:

- 2.1. Shareholders or groups of shareholders holding at least 10% of the total ordinary shares are entitled to nominate candidates for the SB. Shareholders may aggregate their voting rights to nominate SB candidates. The number of candidates a shareholder or group of shareholders may nominate is as follows: from 10% to less than 30% ownership: Up to two (02) candidates; from 30% to less than 40% ownership: Up to three (03) candidates; from 40% to less than 50% ownership: Up to four (04) candidates. 50% ownership or more: no limit on the number of candidates.
- 2.2. In cases where the number of SB candidates nominated and self-nominated is insufficient as required by Clause 5, Article 115 of the Enterprise Law, the incumbent SB shall introduce additional candidates or organize nominations in accordance with the Company's Charter, Internal Governance Regulations, and SB Operating Regulations. Any additional candidates introduced by the incumbent SB must be publicly disclosed before the General Meeting of Shareholders (AGM) votes on electing SB members, as required by law.

IV. APPLICATION DOCUMENTS FOR NOMINATION AND CANDIDACY TO THE BOARD OF DIRECTORS AND SUPERVISORY BOARD

Eligible shareholders who wish to nominate or apply for the Independent Board Member or Supervisory Board Member positions for the 2023–2028 term at F.I.T Group Joint Stock Company must submit their nomination and candidacy documents to the BOD Secretariat Office no later than 5:00 PM on April 10, 2025, as per the following details:

1. BOD Secretariat Office – F.I.T Group Joint Stock Company
 - Address: 5th Floor, Times Tower – HACC1 Complex Building, 35 Le Van Luong, Nhan Chinh Ward, Thanh Xuan District, Hanoi, Vietnam
 - Contact Person: Ms. Nguyen Thuy Duong
 - Phone: (84-24) 73094688 / Ext: 211
 - Email: congbothongtin@fitgroup.com.vn
2. Required Application Documents
 - Nomination or self-nomination form for the Independent Board Member or SB Member position (as per the prescribed template).
 - Candidate's personal profile (Curriculum Vitae) (as per the prescribed template).
 - Certified copy of the Citizen Identification Card or Passport.

Sincerely./.

Recipients:

- As stated above
- Archived: BOD Secretary, Administrative Office

**ON BEHALF OF THE BOARD OF
DIRECTORS CHAIRMAN**

(Signed & Stamped)

Nguyen Van Sang

DRAFT

Ha noi, date ... month ... year 2025

**REGULATIONS ON ORGANIZATION AND VOTING PROCEDURES
AT THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS
F.I.T GROUP JOINT STOCK COMPANY**

Pursuant to:

- *Enterprise Law 2020 and its guiding documents;*
- *Securities Law 2019 (amended in 2024) and its guiding documents;*
- *The Charter on Organization and Operation of F.I.T Group Joint Stock Company.*

The 2025 Annual General Meeting of Shareholders (hereinafter referred to as the "**the Meeting**" or "**the AGM**") of F.I.T Group Joint Stock Company (hereinafter referred to as the "**the Company**") shall be organized and conducted in accordance with the following Regulations:

ARTICLE 1. PURPOSE

- 1.1.** To ensure that the order, principles of organization, and voting procedures at the AGM of the Company comply with legal regulations and lead to a successful outcome..
- 1.2.** Resolutions of the AGM shall reflect the unified will of the shareholders, safeguard the rights and interests of shareholders, and comply with the law.

ARTICLE 2. APPLICABLE SUBJECTS AND SCOPE

- 2.1.** Applicable Subjects: All shareholders and authorized representatives attending the AGM must adhere to and comply with these regulations, the Company's Charter, and the current legal provisions.
- 2.2.** Scope of Application: These regulations apply to the organization and conduct of the AGM of the Company.

**ARTICLE 3. CONDITIONS FOR HOLDING THE GENERAL MEETING OF
SHAREHOLDERS (AGM)**

- 3.1.** The first convening of the AGM shall be conducted if shareholders attending the meeting represent more than 50% of the total voting shares.
- 3.2.** In case the required quorum is not met, the AGM must be reconvened within 45 (forty-five) days from the scheduled date of the first meeting. The reconvened AGM (second meeting) shall be conducted if shareholders and authorized representatives attending represent at least 33% of the total voting shares.
- 3.3.** If the second meeting is not conducted due to the lack of a quorum, a third AGM may be convened within 45 (forty-five) days from the scheduled date of the second meeting. In this case, the third AGM shall be conducted regardless of the number of attending shareholders or authorized representatives and shall be considered valid, with the authority to decide on all matters that the first AGM was supposed to approve.

**ARTICLE 4. SHAREHOLDERS ATTENDING THE GENERAL MEETING OF
SHAREHOLDERS (AGM)**

- 4.1.** All shareholders of the Company, as per the shareholder list recorded on March 11, 2025, are

entitled to attend the AGM via the Electronic Voting System or authorize a representative to attend on their behalf. In cases where a shareholder appoints multiple authorized representatives, as permitted by law, the specific number of shares represented by each authorized person must be clearly defined.

4.2. Important Notes for Attending the AGM:

- a. Technical Requirements: Shareholders must have an electronic device with internet access (computer, tablet, mobile phone, or other internet-enabled devices).
- b. How to Participate: Shareholders access the Electronic Voting System via the following link: <http://fit.ato.vn/> and log in using the credentials provided to participate in the AGM and submit electronic votes.
- c. Attendance Confirmation for Online Participation: A shareholder will be recognized as attending the online AGM if they access the Electronic Voting System using the login details provided in the meeting invitation and meet one of the following conditions: (1) They access the system from the time the meeting is officially opened; or (2) They log in and complete the voting process before the voting deadline expires.

ARTICLE 5. THE CHAIRING PANEL

The Chairing Panel consists of a maximum of three (03) members, including one Chairperson and additional members. The Chairperson of the BOD shall serve as the Chairperson of the Chairing Panel and preside over the General Meeting of Shareholders. The expected members of the Chairing Panel for the 2025 AGM are as follows:

STT	Full Name	Position
1	Nguyen Thi Minh Nguyet	Vice Chairwoman of the Board of Directors
2	Dinh Quoc Hung	Member of the Board of Directors
3	Nguyen Van Ban	Chief Executive Officer (CEO)

5.1. Duties of the Chairing Panel:

- a. Direct and manage the proceedings of the AGM in accordance with the approved agenda.
- b. Guide shareholders and facilitate discussions on the items included in the AGM agenda.
- c. Present draft resolutions and summarize key points for shareholder voting.
- d. Respond to issues raised by shareholders during the meeting.
- e. Resolve any arising issues throughout the course of the AGM.

5.2. Working Principles of the Chairing Panel: The Chairing Panel operates collectively, adhering to the principles of democratic centralism. Decisions are made based on the majority vote of the Panel members.

ARTICLE 6. THE SECRETARIAT OF THE AGM

6.1. The AGM Secretariat is appointed by the Chairperson and consists of two (02) members. The Secretariat is responsible for reporting to the Chairing Panel and the General Meeting of Shareholders and operates under the direction of the Chairing Panel. The expected members of the AGM Secretariat for 2025 are as follows:

No.	Full Name	Position
1	Nguyen Thuy Duong	Head of Secretariat
2	Vu Thi Thu Huyen	Member

6.2. Duties of the AGM Secretariat

- a. Assist the Chairing Panel in verifying shareholder eligibility for the meeting (if necessary).
- b. Support the Chairing Panel in announcing draft documents, resolutions, and conclusions, and distribute official announcements to shareholders when required.
- c. Receive, review, and organize questions and comments from shareholders for the Chairing Panel's decision.
- d. Accurately record all discussions, decisions, and notable points in the AGM minutes.
- e. Draft resolutions on matters approved during the AGM.

ARTICLE 7. SHAREHOLDER ELIGIBILITY VERIFICATION COMMITTEE

- 7.1.** The Shareholder Eligibility Verification Committee consists of two (02) members, including one Head and one Member, appointed by the Chairperson and subject to approval by the General Meeting of Shareholders (AGM). The committee is responsible for reporting to the Chairing Panel and the AGM regarding its duties. The expected members of the Shareholder Eligibility Verification Committee for 2025 are as follows:

STT	Full Name	Position
1	Pham Thi Ngoc Anh	Head of Committee
2	Doan Xuan Duy	Member

7.2. Duties of the Shareholder Eligibility Verification Committee:

- a. The committee is responsible for verifying the eligibility of shareholders and authorized representatives attending the online AGM.
- b. The Head of the Committee shall report to the AGM on the shareholder attendance status. If the number of attending shareholders represents more than 50% of the total voting shares, the first AGM shall be considered valid and may proceed.

ARTICLE 8. VOTE COUNTING COMMITTEE

- 8.1.** The Vote Counting Committee consists of two (02) members, including one Head and one Member, proposed by the Chairperson and subject to approval by the General Meeting of Shareholders (AGM). The expected members of the Vote Counting Committee for 2025 are as follows:

STT	Full Name	Position
1	Truong Thi Van	Head of Committee
2	Nguyen Thi Phuong Thao	Member

8.2. Duties of the Vote Counting Committee:

- a. The committee must prepare a vote-counting report and is responsible for reporting to the Chairing Panel and the AGM regarding its duties.
- b. Ensure the accurate determination of voting results via electronic voting at the AGM.
- c. Promptly announce the voting results to the AGM.
- d. Review and report to the AGM any violations of the regulations or complaints regarding the vote-counting process.

ARTICLE 9. DISCUSSION AND SPEAKING AT THE AGM

- 9.1.** Principles;

- a. Discussions shall only take place within the allocated time and must be limited to the topics included in the AGM Agenda.
- b. Shareholders may submit discussion topics or questions using the following methods:
 - Submit questions via the "**Discussion**" section on the Electronic Voting System at <http://fit.ato.vn/> or send an email to congbothongtin@fitgroup.com.vn (before the discussion session begins). *(Valid questions must be submitted from an email address registered in the official shareholder list provided by the Vietnam Securities Depository and Clearing Corporation or an email previously registered with the Company);*
 - The AGM Secretariat will select and arrange shareholder questions in order of submission and forward them to the Chairing Panel for response.

9.2. Response to Shareholder Questions

- a. The Chairperson or a designated representative will address shareholders' questions based on the discussion topics submitted.
- b. If time constraints prevent all questions from being answered during the AGM, the Company will provide responses in writing and/or via email after the meeting.

ARTICLE 10. VOTING PROCEDURES FOR MATTERS AT THE AGM

10.1. Principles:

All matters included in the AGM agenda must be discussed and voted on publicly by the General Meeting of Shareholders (AGM). Shareholders shall exercise their voting rights and election rights via the Electronic Voting System at: <http://fit.ato.vn/>

10.2. Electronic Voting Procedures:

- a. Voting Process
 - Shareholders shall select one of the three voting options: "Agree," "Disagree," or "No Opinion" for each item presented for voting at the AGM, as configured in the Electronic Voting System.
 - Shareholders must confirm their vote, which will then be recorded in the system.
- b. Election Procedures (voting procedures are specified in the Election Regulations of the Company).
- c. Important Notes on Electronic Voting
 - If a shareholder does not complete all voting and election items according to the AGM agenda, any remaining unvoted items will be considered as "not voted" by the shareholder.
 - If any additional voting items arise outside the announced AGM agenda, shareholders will have the opportunity to vote or elect additional candidates. If a shareholder does not vote on these additional items, it will be considered as "not voted".
 - Shareholders may modify their votes or election choices (but cannot cancel previously cast votes). This includes votes on additional items that may arise. The online voting system will record only the final confirmed voting result at the end of each voting session as specified in this regulation.

10.3. Voting Schedule.

The electronic voting schedule is defined as follows:

- **Voting Content 01** (Includes: AGM agenda, Regulations on organization and voting

procedures, Election regulations, Approval of the Chairing Panel, Secretariat, Shareholder Eligibility Verification Committee, and Vote Counting Committee) Voting period: From 09:00 AM on **April 4, 2025**, until the AGM announces the end of voting for Voting Content 01.

- **Voting Content 02** (Includes: Reports and Proposals at the AGM, List of candidates for Independent Board Member and Supervisory Board Member) Voting period: From 09:00 AM on **April 4, 2025**, until the AGM announces the end of voting for Voting Content 02.
- **Election Voting:** Voting period: From 09:00 AM on **April 4, 2025**, until before the AGM announces the end of the election process.
- **Voting Content 03** (Includes: Approval of vote counting results, AGM minutes, and AGM resolutions): Voting period: After the Vote Counting Committee and Secretariat read aloud the full text of the vote counting report, AGM minutes, and AGM resolution, until the AGM announces the end of voting for Voting Content 03.
- Shareholders can access the Electronic Voting System and submit their votes at any time during the designated periods, except in cases of system maintenance or unforeseen circumstances beyond the Company's control. Once the voting period ends, no further votes will be recorded

10.4. Voting Rules

A resolution is passed if it receives approval from more than 50% of the total voting shares present at the AGM. For specific matters as stipulated in Clause 1, Article 21 of the Company's Charter, the resolution must receive at least 65% approval from the total voting shares present at the AGM.

ARTICLE 11. RECORDING OF VOTING AND ELECTION RESULTS

The Vote Counting Committee shall verify, consolidate, and report the voting and election results for each item in the AGM agenda. The final voting results shall be announced before the meeting is adjourned.

ARTICLE 12. AGM MINUTES AND RESOLUTIONS

The AGM minutes and resolutions must be read aloud and approved before the meeting is officially closed.

ARTICLE 13. ENFORCEMENT OF THE REGULATIONS

Shareholders attending the AGM must strictly comply with these Regulations on Organization and Voting Procedures. If a shareholder violates these regulations, the Chairing Panel shall review the violation and take appropriate actions in accordance with the Company's Charter and applicable laws.

These Regulations on Organization and Voting Procedures shall take effect immediately upon approval by the General Meeting of Shareholders.

**ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN**

Nguyen Van Sang

APPENDIX

GUIDELINES FOR ONLINE PARTICIPATION AND ELECTRONIC VOTING

2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS

I. LOGGING INTO THE SYSTEM

Shareholders are requested to access the Electronic Voting System at: <http://fit.ato.vn/> to participate in the AGM. Click on the "LOGIN" button on the main interface screen.



Shareholders must enter their "USERNAME" and "PASSWORD", which are printed in the Invitation Letter sent to them. If a shareholder does not receive the Invitation Letter, please contact the Company to obtain the necessary login information (Ms. Duong - (84-24) 73094688 / Ext: 211).

ĐĂNG NHẬP

Tên đăng nhập

Mật khẩu

Đăng nhập

II. VOTING ON AGM MATTERS

After logging in, on the main screen, shareholders should verify their personal information and the AGM progress status. To participate in voting, shareholders must click the "PROCEED" button for each voting session.

For the first four voting items, shareholders may begin voting from 09:00 AM on April 4, 2025.

Biểu quyết	Thảo luận
PHIẾU BIỂU QUYẾT SỐ 1 - THÔNG QUA CHƯƠNG TRÌNH, QUY CHẾ ĐẠI HỘI, ĐOÀN CHỦ TỊCH VÀ MỘT SỐ NỘI DUNG KHÁC	Tiến hành
PHIẾU BIỂU QUYẾT SỐ 2 - THÔNG QUA CÁC BÁO CÁO, TỜ TRÌNH VÀ DANH SÁCH ỦNG VIÊN THÀNH VIÊN ĐỘC LẬP HĐQT, THÀNH VIÊN BKS	Tiến hành
PHIẾU BẦU THÀNH VIÊN ĐỘC LẬP HỘI ĐỒNG QUẢN TRỊ	Tiến hành
PHIẾU BẦU THÀNH VIÊN BAN KIỂM SOÁT	Tiến hành
PHIẾU BIỂU QUYẾT SỐ 3 - THÔNG QUA KẾT QUẢ KIỂM PHIẾU VÀ BIÊN BẢN, NGHỊ QUYẾT ĐẠI HỘI	Tiến hành

For voting matters, shareholders can select one of the three options: "APPROVE", "DISAPPROVE" or "NO OPINION", then click the designated button:

The system will record and save the voting result.

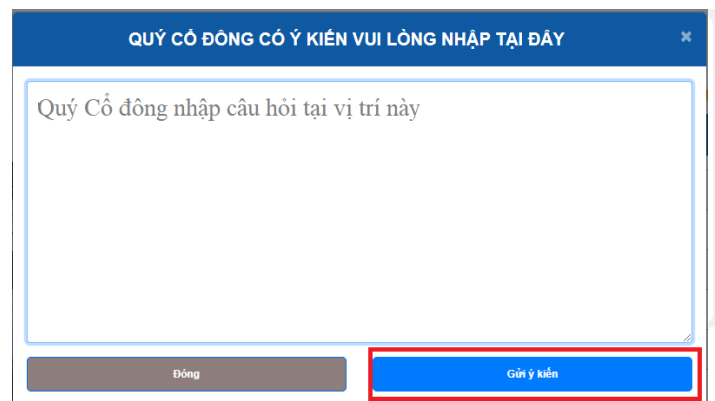
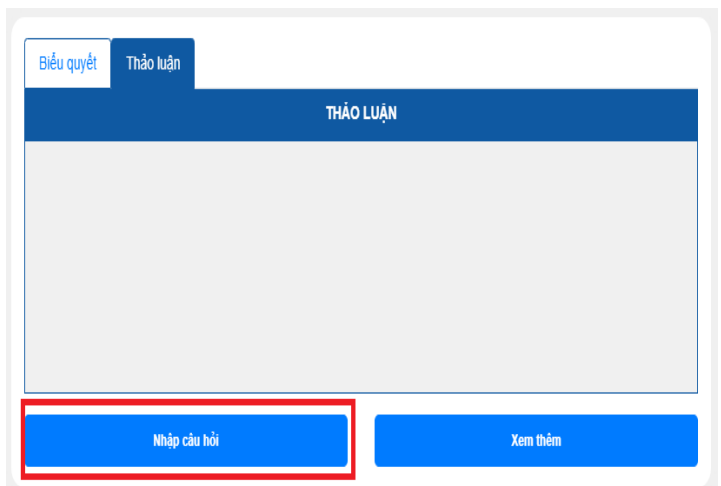
Gửi biểu quyết

If a shareholder wishes to change their vote (only possible before the voting deadline announced by the AGM Chairperson), they can redo the same voting process. The system will record only the latest vote as the final result.

III. DISCUSSION AND SUBMITTING QUESTIONS AT THE AGM:

To submit a question to the Presidium, shareholders should click on the "**DISCUSSION**" section, then click on "**ENTER QUESTION**". Please note that discussion questions can only be submitted through this method or via email to: congbothongtin@fitgroup.com.vn (before the discussion session begins). (*Questions will only be considered valid if they are sent from the email registered in the shareholder list provided by the Vietnam Securities Depository and Clearing Corporation or from an email previously registered with the Company*)

After entering the question, shareholders should click on "**SUBMIT OPINION**" to send it to the Presidium




IV. ADDITIONAL ELECTION OF INDEPENDENT BOD MEMBERS AND SUPERVISORY BOARD MEMBERS

Shareholders can exercise their voting rights by clicking on "**CUMULATIVE VOTING**" to either distribute votes evenly among all candidates or allocate votes to one or more specific candidates.

If shareholders do not wish to distribute votes evenly or use cumulative voting, they must enter the specific number of votes for each candidate in the "**NUMBER OF VOTES CAST**" field (Number of votes = Number of shares owned × Number of members to be elected).

To complete the voting process, shareholders should click on "**SUBMIT VOTE**".



DRAFT

**ELECTION REGULATIONS FOR INDEPENDENT BOARD MEMBERS
AND SUPERVISORY BOARD
AT THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS**

I. OBJECTIVES

1. Ensure compliance with legal regulations and the Company's Charter;
2. Maintain the principles of transparency, democracy, and the legitimate rights of all shareholders.

II. PRINCIPLES OF ELECTING INDEPENDENT BOARD MEMBERS AND SUPERVISORY BOARD MEMBERS

1. The election must be conducted in accordance with applicable laws and the Company's Charter.
2. Voting rights are based on the number of shares owned or represented. Election results are determined based on the total voting shares of attending shareholders.
3. Each shareholder may only use one ballot per election round, corresponding to their owned or represented shares.
4. Members of the Vote Counting Committee are not allowed to be on the list of nominees or candidates for the Board of Directors ("**the BOD**") or the Supervisory Board ("**the SB**").

III. QUALIFICATIONS AND CONDITIONS FOR INDEPENDENT BOARD MEMBERS AND SUPERVISORY BOARD MEMBERS

1. Independent Board Member

According to Article 155 of the Enterprise Law, Article 275 of Decree No. 155/2020/ND-CP, and Article 25 of the Company's Charter, an Independent Board Member must meet the following qualifications and conditions.

- 1.1. Must not fall under the disqualification conditions stated in Clause 2, Article 17 of the Enterprise Law 2020.
- 1.2. Must have expertise and experience in business administration or in the Company's industry or sector and does not necessarily need to be a shareholder of the Company.
- 1.3. Can concurrently hold Board membership in other companies.
- 1.4. Cannot serve as a Board Member in more than five (05) other companies simultaneously.
- 1.5. Must not be currently working for the Company, its parent company, or its subsidiaries, and must not have worked for these entities for at least three (03) consecutive years prior.
- 1.6. Must not be receiving salary or remuneration from the Company, except for allowances granted to Board Members in accordance with regulations;
- 1.7. Must not have a spouse, biological parent, adoptive parent, biological child, adopted child,

biological sibling, or their spouse who is a major shareholder of the Company, a manager of the Company, or a manager of the Company's subsidiary;

- 1.8. Must not directly or indirectly own at least 1% of the total voting shares of the Company;
- 1.9. Must not have been a Board Member or Supervisory Board Member of the Company for at least five (05) consecutive years prior, except in cases where the individual has been continuously reappointed for two consecutive terms.
- 1.10. Must meet other qualifications and conditions as required by applicable laws and the Company's Charter.

2. Supervisory Board Member:

According to Article 169 of the Enterprise Law, Article 286 of Decree No. 155/2020/ND-CP, and Article 37 of the Company's Charter, a Supervisory Board Member must meet the following qualifications and conditions:

- 2.1. Must not fall under the disqualification conditions stated in Clause 2, Article 17 of the Enterprise Law 2020;
- 2.2. Must have a degree in one of the following fields: Economics, Finance, Accounting, Auditing, Law, Business Administration, or another discipline relevant to the Company's business operations;
- 2.3. Must not be a family member of a Board Member, CEO, or other executives of the Company;
- 2.4. Must not be a manager of the Company; is not required to be a shareholder or an employee of the Company, except as otherwise stipulated in the Company's Charter;
- 2.5. Must not be employed in the accounting or finance department of the Company;
- 2.6. Must not be a member or employee of an auditing firm that has conducted audits of the Company's financial statements within the past three (03) consecutive years;
- 2.7. Must meet other qualifications and conditions as required by applicable laws and the Company's Charter.

IV. PRINCIPLES FOR SELECTING SUCCESSFUL CANDIDATES FOR THE BOD AND the SB

1. Principles for Selecting Elected Independent Board.

- 1.1. The number of successful candidates for Independent Board Member positions is determined based on the highest number of votes received.
- 1.2. The number of successful candidates for Independent Board Member positions is determined based on the highest number of votes received.
- 1.3. Any arising issues will be discussed and decided by shareholders directly at the AGM.

2. Principles for Selecting Elected SB Members.

- 2.1. The number of successful candidates for Supervisory Board Member positions is determined based on the highest number of votes received.
- 2.2. The number of successful candidates for Supervisory Board Member positions is determined based on the highest number of votes received.
- 2.3. Any arising issues will be discussed and decided by shareholders directly at the AGM.

V. ELECTION METHOD

1. The election shall be conducted using the Cumulative voting method (*Clause 3, Article 148 of the Enterprise Law 2020*): under this method, each Shareholder's total number of votes is calculated as the total number of shares owned multiplied by the number of Board or Supervisory Board members to be elected.
2. Shareholders may allocate all their votes to one or multiple candidates as they see fit.
3. Online shareholders shall access the Electronic Voting System and cast their votes accordingly.

VI. ELECTION BALLOTS

1. Voting Method: The election ballot is an online voting ballot that is processed directly through the Electronic Voting System at: <http://fit.ato.vn/>
2. Election Procedure:
 - Shareholders exercise their voting rights by selecting the "CUMULATIVE VOTING" option to distribute votes equally among all candidates or allocate all votes to one or more candidates.
 - If shareholders do not wish to distribute votes equally or use cumulative voting, they can enter the number of votes assigned to each candidate in the "NUMBER OF VOTES CAST" section."
 - Shareholders must then select the "SUBMIT VOTE" button to complete the election voting process.
3. Election Voting Period.

Shareholders must cast their votes within the electronic voting period as specifically defined in the Regulations on Organization and Voting Procedures at the AGM issued by the Company.

VII. EFFECTIVENESS OF THESE REGULATIONSRECORDING OF ELECTION RESULTS

After the voting period ends, the Electronic Voting System will automatically record the election results and close the voting session. The Vote Counting Committee will verify the election results and announce them at the AGM.

VIII. EFFECTIVENESS OF THESE REGULATIONS

1. These Election Regulations have been publicly disclosed prior to the AGM and submitted for shareholder voting before the election process begins.
2. Upon approval by the General Meeting of Shareholders (AGM), these regulations shall become legally binding on all shareholders.

**ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN**

(Signed & Stamped)

Nguyen Van Sang

DRAFT

RESOLUTION

2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS F.I.T GROUP JOINT STOCK COMPANY

- Pursuant to the Enterprise Law 2020 and its amendments, supplements, and guiding regulations;
- Pursuant to the Securities Law 2019 (amended and supplemented 2024) and documents guiding its implementation;
- Pursuant to the Charter of F.I.T Group Joint Stock Company (the "**Company**");
- Pursuant to the Minutes of the 2025 Annual General Meeting of Shareholders No. 01/2025/BB-DHĐCĐ, dated 11/04/2025,

RESOLVES:

Article 1. Approval of the Board of Directors ("**BOD**") Report for 2024 and the 2025 Activity Plan.

Article 2. Approval of the Supervisory Board ("**SB**") Report for 2024 and the 2025 Activity Plan..

Article 3. Approval of the Executive Board Report for 2024 and the 2025 Activity Plan.

Article 4. Approval of the Profit Distribution Plan for 2024 and the Business Plan for 2025, as per Proposal No. 01/2025/TT-DHĐCĐ, with the main details as follows:

1. Profit Distribution Plan for 2024

No.	Items	Amount (billion dong)
1	Revenue from sales and service provision	1,985
2	Total accounting profit before tax	227.7
3	Profit after corporate income tax	176.5
4	Dividend for 2024	0

Reason for not distributing dividends in 2024: The company is in the investment phase to expand production and business.

2. Business Plan for 2025

Indicators	Year 2025	
	2025 Plan (million dong)	% Increase/Decrease Compared to 2024
Revenue from sales and services	2,632,340	32.63%
Net profit after tax	221,916	25.73%
Net profit after tax / Revenue from sales and services (%)	8.43%	

Article 5: Approval of the 2024 Audited Financial Statements, as presented in Proposal No. 02/2025/TT-DHĐCĐ, with the following key figures:

Unit: billion dong

No.	Target	Value
------------	---------------	--------------

1	Total Assets	7,748
2	Liabilities	1,807
3	Shareholders' Equity	5,941
4	Total Revenue	1,954
5	Profit Before Tax	228
6	Profit After Tax	177
7	Parent Company's Profit After Tax	119

Article 6: Approval of the selection of an audit firm to review the Company's 2025 operations, as presented in Proposal No. 03/2025/TT-ĐHĐCĐ, with the following main contents:

1. List of audit firms:

- 1.1. AASC Auditing Firm Co., Ltd.
- 1.2. Moore AISC Auditing and Information Technology Services Co., Ltd.
- 1.3. A&C Auditing and Consulting Co., Ltd.
- 1.4. Vietnam Auditing and Valuation Co., Ltd. (VAE)
- 1.5. VACO Auditing Co., Ltd.
- 1.6. UHY Auditing and Consulting Co., Ltd.
- 1.7. CPA Vietnam Auditing Co., Ltd.
2. The BOD is authorized to select an audit firm from the above list to audit the Company's 2025 operations. Additionally, the CEO is assigned to sign the audit contract and decide on related matters concerning the audit agreement.
3. If the BOD is unable to select an audit firm from the list above, the General Meeting of Shareholders authorizes the BOD to select another firm that ensures the best interests of the Company.

Article 7: Approval of the 2024 remuneration settlement and the 2025 remuneration plan for the Board of Directors (BOD) and the Supervisory Board (SB), as presented in Proposal No. 04/2025/TT-ĐHĐCĐ, with the following details:

1. 2024 BOD and SB Remuneration Settlement:

No.	Position	Number of members	Monthly Remuneration per Person (VND)	Total 2024 Remuneration (VND)	Total Remuneration Paid in 2024 (VND)
A. BOD Remuneration					
1	Chairman of the BOD	1	5,000,000	60,000,000	60,000,000
2	BOD Members	6	4,000,000	288,000,000	288,000,000
B. SB Remuneration					
1	Head of SB	1	3,000,000	36,000,000	36,000,000
2	SB Members	2	1,500,000	36,000,000	36,000,000
Total				420,000,000	420,000,000

2. 2025 BOD and SB Remuneration Plan

No.	Position	Number of members	Monthly Remuneration per Person (VND)	Total 2025 Remuneration (VND)
A. BOD Remuneration				
1	Chairman of the BOD	1	10,000,000	120,000,000
2	BOD Members	6	8,000,000	576,000,000
B. SB Remuneration				

1	Head of SB	1	7,000.000	84,000,000
2	SB Members	2	5,000.000	120,000,000
Total				900,000,000

Article 8: Approval of revenue-generating and expense-incurring contracts between the Company and related parties, as well as other matters under the authority of the General Meeting of Shareholders, as presented in Proposal No. 05/2025/TT-ĐHĐCĐ.

Article 9: Approval of the dismissal and additional election of an Independent BOD Member for the 2023-2028 term, as presented in Proposal No. 06/2025/TT-ĐHĐCĐ, specifically:

1. Approval of the dismissal of Mr. Vu Anh Trong from the Independent BOD Member position, effective from .../.../2025;
2. Approval the dismissal of Ms. Nguyen Thi Thu Huong from the position of member of SB, effective from .../.../2025;
3. Approval of the additional election of one (01) Independent BOD Member for the 2023-2028 term, with the election results as follows:

NO.	FULL NAME	POSITION	EFFECTIVE DATE
1			

4. Approval of the additional election of one (01) SB Member for the 2023-2028 term, with the election results as follows:

NO.	FULL NAME	POSITION	EFFECTIVE DATE
1			

Article 10: The General Meeting of Shareholders assigns the BOD and the CEO of the Company to be responsible for monitoring, supervising, and organizing the implementation of this Resolution in compliance with the law and the Company's Charter.

The General Meeting of Shareholders assigns the Supervisory Board to oversee and inspect the activities of the BOD and the CEO in executing this Resolution in accordance with the law and the Company's Charter.

The BOD, Supervisory Board, CEO, Departments, Divisions, Units, and related individuals within the Company are responsible for enforcing this Resolution.

Article 11. This Resolution takes effect from the date of signing. This Resolution was fully approved by the General Meeting of Shareholders at the 2025 Annual General Meeting.

Recipients:

- Website and Public Disclosure;
- Archived: BOD Secretariat, Office.

**ON BEHALF OF THE GENERAL
MEETING OF SHAREHOLDERS
CHAIRMAN OF THE BOARD OF DIRECTORS**

Nguyen Van Sang

LETTER OF AUTHORIZATION ⁽¹⁾

**TO ATTEND THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS
OF F.I.T GROUP JOINT STOCK COMPANY**

**To: THE BOARD OF DIRECTORS
OF F.I.T GROUP JOINT STOCK COMPANY**

Name of Shareholder:

ID Card (Passport/Business registration) number: issued on / / at

Securities transaction code (for foreign shareholders):

Owned: shares. *In words:*

By this power of attorney, I hereby authorize:

Mr. (Ms.)

ID Card/Passport number: issued on / / at

or:

☐ Mr. **Nguyen Van Sang** – Chairman of the Board of Directors

Mr./Ms. is the representative authorized to attend and vote on my behalf at the 2025 Annual General Meeting of Shareholders of F.I.T Group Joint Stock Company, as a representative for all shares I own.

The representative is authorized to represent me and decide on all issues validly raised at the General Meeting. The representative agrees to the above authorization and signs the approving below and shall be legally responsible for the implementation of this authorization.

This authorization is only valid during the 2025 Annual General Meeting of Shareholders of F.I.T Group Joint Stock Company.

....., date month year 2025

AUTHORIZED PARTY

(Sign and print full name)

THE MANDATOR

(Sign and print full name, stamp (if any))

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

NOMINATION FORM
MEMBER OF THE SUPERVISORY BOARD OF
F.I.T GROUP JOINT STOCK COMPANY FOR THE 2023-2028 TERM

To: The Annual General Meeting of Shareholders

Name of shareholder:

ID Card (Passport/Business registration) number: issued on / / at

Address:

Representing the group of shareholders (In case of nomination by the group of shareholders):

.....

.....

Number of shares owned:

Pursuant to the Notice of the Board of Directors on nomination and candidacy for additional members of the Supervisory Board for the 2023-2028 term and current legal regulations, we/I agree to nominate:

Mr./Ms.:, date of birth:

ID Card (Passport) number:

Issued on:at:

Permanent address:

Candidate for the position: **Member of the Supervisory Board** of F.I.T Group Joint Stock Company at the 2025 Annual General Meeting of Shareholders

(Attached is the nominee's CV and related documents)

We/I undertake that Mr/Ms fully meets the conditions to become a member of the Supervisory Board of F.I.T Group Joint Stock Company.

We/I undertake to meet the qualifications for nomination as a member of the Supervisory Board and take full responsibility for the accuracy, honesty and legality of this nomination.

....., date month year 2025

NOMINEE

SHAREHOLDER

LIST OF SHAREHOLDERS
NOMINATING CANDIDATES FOR THE SUPERVISORY BOARD
F.I.T GROUP JOINT STOCK COMPANY FOR THE 2023-2028 TERM
(In case of nomination by the group of shareholders)
(Attached is the Candidate Nomination Form for the Supervisory Board of
F.I.T Group Joint Stock Company dated/...../.....)

No	Name of Shareholder	Number of shares owned	Percentage of shares owned/ Total shares
1			
2			
3			
Total			

SIGNATURE OF SHAREHOLDERS IN SHAREHOLDER GROUP

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

NOMINATION FORM
INDEPENDENT MEMBERS OF THE BOARD OF DIRECTORS OF
F.I.T GROUP JOINT STOCK COMPANY FOR THE 2023-2028 TERM

To: The Annual General Meeting of Shareholders

Name of shareholder:

ID Card (Passport/Business registration) number: issued on / / at

Address:

Representing the group of shareholders (In case of nomination by the group of shareholders):

.....

.....

Number of shares owned:

Pursuant to the Notice of the Board of Directors on nomination and candidacy for additional independent members of the Board of Directors for the 2023-2028 term and current legal regulations, we/I agree to nominate:

Mr./Ms.:, date of birth:

ID Card (Passport) number:

Issued on:at:

Permanent address:

Candidate for the position: **Independent Member of the Board of Directors** of F.I.T Group Joint Stock Company at the 2025 Annual General Meeting of Shareholders

(Attached is the nominee's CV and related documents)

We/I undertake that Mr/Ms fully meets the conditions to become an independent member of the Board of Directors of F.I.T Group Joint Stock Company.

We/I undertake to meet the qualifications for nomination as a member of the Board of Directors and take full responsibility for the accuracy, honesty and legality of this nomination.

....., date month year 2025

NOMINEE

SHAREHOLDER

LIST OF SHAREHOLDERS
NOMINATING CANDIDATES FOR THE BOARD OF DIRECTORS
F.I.T GROUP JOINT STOCK COMPANY FOR THE 2023-2028 TERM
(In case of nomination by the group of shareholders)
(Attached is the Candidate Nomination Form for the Board of Directors of
F.I.T Group Joint Stock Company dated/...../.....)

No	Name of Shareholder	Number of shares owned	Percentage of shares owned/ Total shares
1			
2			
3			
Total			

SIGNATURE OF SHAREHOLDERS IN SHAREHOLDER GROUP

SOCIALIST REPUBLIC OF VIETNAM
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APPLICATION FOR CANDIDACY
MEMBER OF THE SUPERVISORY BOARD OF
F.I.T GROUP JOINT STOCK COMPANY FOR THE 2023-2028 TERM

To: The Annual General Meeting of Shareholders

Name of Candidate:, date of birth:

ID Card/Passport number:

Issued on: at:

Permanent address:

Number of shares owned:

Pursuant to the Notice of the Company's Board of Directors on the nomination and candidacy for additional members of the Supervisory Board for the term 2023-2028 and current legal regulations, I consider myself qualified to run for election according to the provisions of law and the Company's Charter.

Therefore, I hereby submit this Application with my CV and related documents to the Organizing Committee of the 2025 Annual General Meeting of Shareholders to register for the position: **Member of the Supervisory Board** of F.I.T Group Joint Stock Company at the 2025 Annual General Meeting of Shareholders of the Company.

I commit to meeting the requirements for candidacy for a member of the Supervisory Board and take full responsibility for the accuracy, honesty and legality of this candidacy.

Sincerely!

....., *date* *month* *year* 2025

APPLICANT

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

APPLICATION FOR CANDIDACY
INDEPENDENT MEMBERS OF THE BOARD OF DIRECTORS OF
F.I.T GROUP JOINT STOCK COMPANY FOR THE 2023-2028 TERM

To: The Annual General Meeting of Shareholders

Name of Candidate:, date of birth:

ID Card/Passport number:

Issued on: at:

Permanent address:

Number of shares owned:

Pursuant to the Notice of the Company's Board of Directors on the nomination and candidacy for additional independent members of the Board of Directors for the term 2023-2028 and current legal regulations, I consider myself qualified to run for election according to the provisions of law and the Company's Charter.

Therefore, I hereby submit this Application with my CV and related documents to the Organizing Committee of the 2025 Annual General Meeting of Shareholders to register for the position: **Independent member of the Board of Directors** of F.I.T Group Joint Stock Company at the 2025 Annual General Meeting of Shareholders of the Company.

I commit to meeting the requirements for candidacy for independent member of the Board of Directors and take full responsibility for the accuracy, honesty and legality of this candidacy.

Sincerely!

....., *date* *month* *year* 2025

APPLICANT

SOCIALIST REPUBLIC OF VIETNAM
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CANDIDATE'S PROFILE
MEMBER OF THE SUPERVISORY BOARD
F.I.T GROUP JOINT STOCK COMPANY

1/ Full name:	
2/ Gender:	
3/ Date of birth:	
4/ Place of birth:	
5/ ID Card/Passport:	Issued on: at:
6/ Nationality:	
7/ Ethnicity:	
8/ Permanent address:	
9/ Telephone:	
10/ Email:	
11/ Professional qualifications:	
12/ Work process:	
-	
-	
13/ Total number of shares owned at F.I.T Group Joint Stock Company:	
14/ Holding commitments (if any):	

....., date month year

CANDIDATE

SOCIALIST REPUBLIC OF VIETNAM
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CANDIDATE'S PROFILE
INDEPENDENT MEMBER OF THE BOARD OF DIRECTORS
F.I.T GROUP JOINT STOCK COMPANY

1/ Full name:	
2/ Gender:	
3/ Date of birth:	
4/ Place of birth:	
5/ ID Card/Passport:	Issued on: at:
6/ Nationality:	
7/ Ethnicity:	
8/ Permanent address:	
9/ Telephone:	
10/ Email:	
11/ Professional qualifications:	
12/ Work process:	
-	
-	
13/ Total number of shares owned at TSC:	
14/ Holding commitments (if any):	

....., date month year

CANDIDATE

**VOTING FORM FOR MEMBER OF THE SUPERVISORY BOARD
OF THE BOARD OF DIRECTORS FOR THE TERM 2023-2028**

Shareholder:.....

ID Card/Passport number:.....

Total of shares:.....

Total number of votes with the right to vote by cumulative voting method: Total number of shares owned multiplied by the number of members elected.

☐ Even vote

NO	CANDIDATE	POSITION	NUMBER OF VOTES
1			
2			
3			

Notes: Shareholders vote in one of the following two cases:

(*) Shareholders mark (“X” or “√”) in the Even Vote box in case of voting equal number of votes for candidates.

(**) Shareholders shall record the specific number of votes for candidates in case of uneven voting. Shareholders may allocate all or part of total votes to one candidate (but not exceeding the total of votes of the shareholders).

*Hanoi, date month year 2025***SHAREHOLDER/****AUTHORIZED REPRESENTATIVE OF
SHAREHOLDER***(Sign, full name)***Note:**

- This ballot is only valid at the 2025 Annual General Meeting of Shareholders – F.I.T Group Joint Stock Company (“F.I.T”).
- The following ballots are considered invalid:
 - + Ballots not issued by F.I.T (not in accordance with the prescribed form, no F.I.T stamp on the ballot).
 - + Ballots without the signature of the shareholder/authorized representative of the shareholder.
 - + Ballots with erasures or ballots with additional names of other people outside the list of candidates approved by the General Meeting of Shareholders.
 - + Total votes exceeds the actual number of votes of the shareholder.
 - + Other contents according to the Election Regulations.

**VOTING FORM FOR INDEPENDENT MEMBERS
OF THE BOARD OF DIRECTORS FOR THE TERM 2023-2028**

Shareholder:.....

ID Card/Passport number:.....

Total of shares:.....

Total number of votes with the right to vote by cumulative voting method: Total number of shares owned multiplied by the number of members elected.

☐ Even vote

NO	CANDIDATE	POSITION	NUMBER OF VOTES
1			
2			
3			
4			
5			
6			
7			

Notes: Shareholders vote in one of the following two cases:

(*) Shareholders mark (“X” or “√”) in the Even Vote box in case of voting equal number of votes for candidates.

(**) Shareholders shall record the specific number of votes for candidates in case of uneven voting. Shareholders may allocate all or part of total votes to one candidate (but not exceeding the total of votes of the shareholders).

Hanoi, date month year 2025

SHAREHOLDER/

**AUTHORIZED REPRESENTATIVE OF
SHAREHOLDER**

(Sign, full name)

Note:

- This ballot is only valid at the 2025 Annual General Meeting of Shareholders – F.I.T Group Joint Stock Company (“F.I.T”).
- The following ballots are considered invalid:
 - + Ballots not issued by F.I.T (not in accordance with the prescribed form, no F.I.T stamp on the ballot).
 - + Ballots without the signature of the shareholder/authorized representative of the shareholder.
 - + Ballots with erasures or ballots with additional names of other people outside the list of candidates approved by the General Meeting of Shareholders.
 - + Total votes exceeds the actual number of votes of the shareholder.
 - + Other contents according to the Election Regulations.

VOTING FORM

THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS

Name of Shareholder:

ID Card (Passport/Business registration) number:

Number of shares owned and represented:

No	Contents	Agree	Disagree	No opinion
1	Approving of the Board of Directors' 2024 Operational Report and 2025 Operational Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Approving of the Supervisory Board's 2024 Operational Report and 2025 Operational Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Approving of the Board of Directors' 2024 Operational Report and 2024 Operational Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Approving of Submission No. 01/2024/TT-DHĐCĐ on the 2024 Profit Distribution Plan and the 2025 Business Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Approving of Submission on the 2024 Audited Financial Statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Approving of Submission on the selection of an auditing company for 2025	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Approving of Submission on the settlement of 2024 remuneration and 2025 remuneration plan for members of the Board of Directors and the Supervisory Board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Approving of Submission on the Approving of Contracts generating revenue and expenses between the Company and related parties and other matters under the authority of the General Meeting of Shareholders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Approving of Proposal to approve the dismissal and election of additional independent members of the Board of Directors and members of the Supervisory Board for the 2023-2028 term	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Approving of the list of candidates for the election of additional independent members of the Board of Directors and members of the Supervisory Board for the 2023-2028 term	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Instructions: Shareholders vote by marking “X” on ONE of the following options: Agree, Disagree, No opinion for each voting content.

....., date ... month year 2025
**SHAREHOLDER/
 AUTHORIZED REPRESENTATIVE OF
 SHAREHOLDER**
(sign, print your full name)