

**CÔNG TY CỔ PHẦN  
TẬP ĐOÀN F.I.T  
F.I.T GROUP  
JOINT STOCK COMPANY**

Số: 15/2026/CBTT-FIT  
No: 15/2026/CBTT-FIT

**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM  
Độc lập – Tự do – Hạnh phúc  
SOCIALIST REPUBLIC OF VIETNAM  
Independence – Freedom – Happiness**

Hà Nội, ngày 29 tháng 05 năm 2026  
Hanoi, May 29, 2026

**CÔNG BỐ THÔNG TIN BẤT THƯỜNG  
ANNOUNCEMENT OF UNUSUAL INFORMATION**

**Kính gửi:** - Ủy ban Chứng khoán Nhà nước;  
- Sở giao dịch chứng khoán TP. HCM.  
**To:** - *State Securities Commission;*  
- *Ho Chi Minh City Stock Exchange.*

1. Tên tổ chức/ *Organization Name:* Công ty Cổ phần Tập đoàn F.I.T / *F.I.T Group Joint Stock Company*

- Mã chứng khoán/ *Stock Code:* FIT

- Địa chỉ trụ sở chính: Tầng 5, tòa Times Tower - HACC 1 Complex Building, số 35 đường Lê Văn Lương, Phường Thanh Xuân, Thành phố Hà Nội, Việt Nam

*Head Office Address: 5th Floor, Times Tower - HACC 1 Complex Building, 35 Le Van Luong Street, Thanh Xuan Ward, Hanoi City, Vietnam*

- Điện thoại/ *Phone:* 024 730 94688

- Email: [congbothongtin@fitgroup.com.vn](mailto:congbothongtin@fitgroup.com.vn)

2. Nội dung thông tin công bố/ *Content of Announcement:*

Ngày 28/05/2026, Hội đồng quản trị Công ty cổ phần Tập đoàn F.I.T đã ban hành Nghị quyết số 10/2026/NQ-HĐQT thông qua các Hợp đồng phát sinh doanh thu, chi phí giữa Công Ty với những bên có liên quan và một số nội dung khác thuộc thẩm quyền của Hội đồng quản trị.

*On May 28, 2026, the Board of Directors of F.I.T Group Joint Stock Company issued Resolution No. 10/2026/NQ-HĐQT approving contracts generating revenue and expenses between the Company and related parties, and other matters within the authority of the Board of Directors.*

3. Thông tin này đã được công bố trên trang thông tin điện tử của Công ty vào ngày 29/05/2026 tại đường dẫn <https://fitgroup.com.vn/> – Mục Quan hệ cổ đông.

*This information was published on the Company's website on May 29, 2026, at the following link: <https://fitgroup.com.vn/> – Shareholder Relations section.*

Chúng tôi xin cam kết các thông tin công bố trên đây là đúng sự thật và hoàn toàn chịu trách nhiệm trước pháp luật về nội dung các thông tin đã công bố.

*We hereby commit that the information published above is true and accurate and we assume full legal responsibility for the content of the published information.*

**Tài liệu đính kèm:** Nghị quyết số 10/2026/NQ-HĐQT ngày 28/05/2026 của Hội đồng quản trị Công ty.

Attached document: Resolution No. 10/2026/NQ-HDQT dated May 28, 2026, of the Company's Board of Directors.

Nơi nhận/ Recipient::  
- Như Kính gửi/ As addressed;;  
- Lưu HC/ For filing

**ĐẠI DIỆN TỔ CHỨC**  
**NGƯỜI ĐƯỢC ỦY QUYỀN CÔNG BỐ THÔNG TIN**  
**REPRESENTATIVE OF THE ORGANIZATION**  
**AUTHORIZED PERSON TO DISCLOSE INFORMATION**



**Bùi Hồng Hạnh**



draft contracts, maximum transaction values, and the list of entities authorized to enter into contracts with the Company are specified in Item 2.5, Article 2 of this Resolution;

- 2.4. Approval of contracts between the Company and its subsidiaries (including cases where the subsidiary is a related person of a shareholder, member of the Board of Directors, member of the Supervisory Board, General Director, or other managers). Details regarding contract types, draft contracts, maximum transaction values, and the list of entities authorized to enter into contracts with the Company are specified in Item 2.5, Article 2 of this Resolution;
- 2.5. Assignment and authorization to the General Director of the Company to decide other related matters and to implement and execute the contracts specified in Items 2.1, 2.2, 2.3, and 2.4, Article 2 of this Resolution on the principle of ensuring the lawful rights and interests of the Company and complying fully with the Charter, resolutions of the BOD, and applicable laws. The term of authorization shall be from the date of approval by the BOD until another decision is issued by the BOD. Specifically as follows:
- a. Types of contracts, draft contracts, and maximum transaction values applicable to each type of contract:

No.	Type of Contract	Total transaction value for 01 contract entered into with 01 counterparty	Draft Contract
1.	Investment cooperation agreement	Not exceeding VND 300,000,000,000	Appendix I
2.	Goods/assets sale and purchase agreement	Not exceeding VND 300,000,000,000	Appendix II
3.	Loan agreement	Not exceeding VND 300,000,000,000	Appendix III
4.	Premises lease agreement	Not exceeding VND 300,000,000,000	Appendix IV
5.	Asset lease agreement	Not exceeding VND 300,000,000,000	Appendix V
6.	Consultancy agreement	Not exceeding VND 300,000,000,000	Appendix VI

*Draft Agreements attached to Minutes of the Meeting of the Board of Directors No. 10/2026/BB-HĐQT dated May 28, 2026*

- b. 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: 1500202635)	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

NO.	COMPANY NAME	RELATIONSHIP
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	Benovas Capsule One Member Limited Liability Company (Business registration number: 0311124093) (Previous name: VPC - Saigon Pharmaceutical One-Member Limited Company)	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	Orifood Food Import Export Joint Stock Company (Business registration number: 1801820976)	Tier-2 Subsidiary
18	FIT Cosmetics Joint Stock Company (Business registration number: 0104344157)	Associate Company, Related to a member of the Supervisory Board
19	JJK Holdings Investment Joint Stock Company (Business registration number: 0900848515)	Major shareholders, companies related to members of the Board of Directors.
20	Tay Do Cuu Long Investment Joint Stock Company	Affiliated company

NO.	COMPANY NAME	RELATIONSHIP
	(Business registration number: 1801810382)	
21	Today Cosmetics Joint Stock Company (Business registration number: 1101403543)	The company is affiliated with a member of the Supervisory Board.

**Artical 3.** This Resolution shall take effect from the date of signing.

Members of the Board of Directors, the legal representative, managers, Departments, Divisions, Units of the Company, and relevant organizations and individuals shall be responsible for the implementation of this Resolution./.

**Recipients:**

- *Members of the BOD and Supervisory Board;*
- *Board of Management;*
- *Archived at: Administration Department.*

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

*(signed and sealed)*

**Nguyen Van Sang**

## APPENDIX I

(Draft attached to Minutes No. 10/2026/BB-HĐQT issued on May 28, 2026)



**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 Minutes No. 10/2026/BB-HĐQT issued on May 28, 2026)

### 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:

<b>To Party A</b>	: [...]
Address	: [...]
Telephone	: [...]
Recipient	: [...]
Position	: [...]
Email	: [...]
<b>To Party B:</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**

127  
1  
1

## 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
<b>Total Amount</b>					
<b>VAT [...]%</b>					
<b>Total Payment Amount</b>					

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 Minutes No. 10/2026/BB-HĐQT issued on May 28, 2026)

## 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

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

## 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**

### Appendix III

(Draft attached to Minutes No. 10/2026/BB-HĐQT issued on May 28, 2026)

## SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

### PREMISES LEASE 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 Law on Housing No. 68/2014/QH13 dated November 26, 2014 of the National Assembly of the Socialist Republic of Vietnam;
- Pursuant to the needs of both Parties;

Today, on .../.../..., at [...], we include:

**LESSOR** : [...]

Headquarters : [...]  
Enterprise Code/Tax Code: [...]  
Representative : [...]  
Bank Account No. : [...]  
Opened at : [...]  
(hereinafter referred to as "Party A")

and

**LESSEE** : [...]

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")

After discussion, the Parties agree to enter into Lease Agreement No. [...] (the "Agreement") with the following terms and conditions:

#### **ARTICLE 1: LEASED PREMISES AND USE OF LEASED PREMISES**

- 1.1 Pursuant to this Agreement, Party A agrees to lease to Party B, and Party B agrees to lease from Party A, the premises located at [...] with an area of [...] for the purpose of [...] (hereinafter collectively referred to as the "Leased Premises").
- 1.2. Party B undertakes to use the Leased Premises solely for the following purposes:
  - a. Purpose: [...]
  - b. Business operating hours: [...]In the event that Party B conducts activities outside the aforesaid operating hours, Party B shall bear all overtime-related expenses in accordance with Article 3 of this Agreement.
- 1.3. Party B shall be responsible for the management and operation of the Leased Premises. All common areas outside the Leased Premises (including but not limited to parking

areas, entrances, roads, lobbies, corridors and facilities/equipment serving [...]) shall be managed and operated by Party A or [...].

- 1.4. If Party B uses the Leased Premises for purposes other than those specified in Article 1.2 of this Agreement without prior written consent from Party A, such act shall constitute a breach of the Agreement under Article 6 hereof. In such case, Party A shall have the right to immediately terminate this Agreement and/or exercise its rights under Articles 6.2 and 7.2 hereof.

## **ARTICLE 2 : LEASE TERM**

- 2.1 The lease term shall be [...] commencing from [...] to [...] (hereinafter referred to as the "Lease Term")  
  
Party A shall hand over, and Party B shall receive and complete the handover of the Leased Premises on [...].
- 2.2. Within [...] days prior to the expiration of the Lease Term, if both Parties wish to extend the Agreement, they shall negotiate for an extension or enter into a new lease agreement. The rental rate for the extended term or new agreement shall be mutually agreed upon based on the market rate at that time. Party A undertakes to prioritize negotiations with Party B before considering leasing to any third party.

## **ARTICLE 3: RENTAL PAYMENT**

### **3.1 Rental Rate and Rental Fee**

- 3.1.1. During the period from [...] to [...], the monthly Rental Rate inclusive of value-added tax (VAT) shall be [...]  
+ Monthly Rental Fee equivalent to: [...]  
*(In words: [...] ./.)*  
+ Rental Fee for three (03) months equivalent to: [...]  
*(In words: [...] ./.)*  
  
The Rental Fee shall be paid by Party B to Party A on a [...] basis, no later than fifteen (15) days prior to each payment period.
- 3.1.2. The Parties agree that before [...], Party B shall pay Party A the rental fee for the period from [...] to [...] in the amount of [...] (In words: [...] only).  
  
From [...] until the expiry of this Agreement, Party B shall pay the Rental Fee to Party A in accordance with Article 3.1.1 hereof throughout the Lease Term. Each [...] shall constitute one Payment Period.
- 3.2. In the event Party B conducts activities outside the operating hours specified in Article 1.2 hereof, Party B shall pay Party A an overtime service fee inclusive of VAT in the amount of [...] (In words: [...] only).  
  
The total overtime operation hours shall not exceed [...] hours/week.  
  
Daily business operations must not end later than [...], unless otherwise approved by Party A in writing or via approval email from Party A's authorized representative.
- 3.3. The Rental Rate and Rental Fee shall be adjusted once every three (03) months based on Party A's notice in accordance with market conditions and mutual agreement between the Parties.

In such case, Party A's notice shall constitute an integral part of this Agreement and take immediate effect.

- 3.4.** In the event the Parties agree to extend the Agreement upon expiration of the Lease Term, the Rental Rate, Rental Fee and overtime service fee shall be adjusted once every twelve (12) months, commencing from [...].

Principles for adjustment of Rental Rate and Rental Fee: Within thirty (30) days prior to the end of each twelve (12)-month period of the Agreement, the Parties shall execute an Appendix to adjust the Rental Rate and Rental Fee by no more than ten percent (10%) in accordance with Party A's notice under Article 3.2, applicable from the first payment period of the following year.

Principles for annual adjustment of overtime service fee: The overtime service fee may increase by no more than ten percent (10%) annually compared to the overtime service fee rate stipulated in Article 3.1.3 of the preceding year.

- 3.5. The rental fee stipulated in Article 3.1 of this Agreement includes:**

- a. Value-added tax (VAT);
- b. Service charges for maintaining the following services:
  - (i) Cleaning and pest control in common areas;
  - (ii) Common waste disposal system;
  - (iii) Common corridor system and auxiliary facilities;
  - (iv) Elevator system;
  - (v) 24/7 security services including labor and operating costs for security services for the entire building and elevator corridor cameras;
  - (vi) Fire prevention and firefighting safety equipment installed in the building;
  - (vii) ...

- 3.6. The rental fee stipulated in Article 3.1 of this Agreement excludes the following expenses:**

- a. Parking fees

Subject to parking space availability, Party B shall be allocated a certain number of monthly parking slots within the building parking area. Parking fees for motorcycles and automobiles shall comply with the regulations of [...], and may be adjusted from time to time in accordance with the general regulations of [...].

- b. Electricity for office use, air-conditioning electricity during operating hours as stipulated in Article 1.2, water charges, telephone services, cable television services, cleaning fees for the Leased Premises and other service charges arising from Party B's use and consumption within the Leased Premises.

Such amounts shall be paid monthly by Party B based on actual usage invoices and notices issued by Party A or relevant third-party service providers.

Electricity and air-conditioning charges shall be calculated based on the ratio between the leased area and the total area of [...], multiplied by the total electricity and air-conditioning expenses for the entire area of [...].

The total electricity and air-conditioning expenses for the entire area of [...] means the amount payable by Party A to [...] for such services.

- c. In the event of power outages from the main grid, backup power shall not be supplied to the air-conditioning system within Party B's leased area, but only for minimum essential needs.

### **3.7. Security Deposit**

Before [...], Party B shall pay Party A a Security Deposit in the amount of [...] VND (In words: [...] only), equivalent to one (01) month's rent.

The Security Deposit shall not bear any interest and may be used by Party A to offset any financial obligations arising from Party B's performance of this Agreement, including but not limited to obligations arising upon termination of this Agreement.

### **3.8. Payment Method**

All payments under Article 3 of this Agreement, including but not limited to rental fees, service charges and other arising expenses, shall be paid by Party B to Party A via bank transfer to Party A's account as follows:

Account Number: [...]

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

### **4.1. Rights of Party A**

- a. To receive payments in accordance with Article 3 hereof.
- b. To freely access the Leased Premises in circumstances permitted under this Agreement, and at any time upon giving Party B at least twenty-four (24) hours' prior notice for inspection purposes.
- c. To transfer ownership of the Leased Premises to another party, provided that the new owner shall continue to perform this Agreement under the same terms and conditions applicable to Party B.

### **4.2. Obligations of Party A**

- a. To hand over the Leased Premises to Party B in accordance with Article 2 hereof together with the installed systems including air-conditioning, ventilation and lighting systems. Connection points for electricity, telephone lines and Internet shall be provided at the technical box of the floor.
- b. To fulfill tax obligations in accordance with applicable laws, ensure all legal procedures are complied with, and warrant that there is no dispute or complaint relating to the Leased Premises.
- c. To issue VAT invoices for payments made by Party B including office rental fees and services provided by Party A.
- d. To maintain and repair in a timely manner all utility systems of the building provided by Party A and not under Party B's responsibility.
- e. To permit Party B to install equipment, machinery and tools within the Leased Premises for Party B's operations, provided that such installation does not affect the structure, aesthetics, architecture or technical systems of the building and has been approved by Party A.
- f. During the use of the Leased Premises, if Party B discovers any damaged parts of the building not attributable to Party B, Party B shall promptly notify Party A for repair.
- g. Party A shall have the right to access the Leased Premises in emergency situations or incidents related to [...].
- h. To provide necessary documents upon Party B's request, including but not limited to land use right certificates and certificates of permitted functions/use of the premises. Party A shall bear full legal responsibility for such documents.

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

## **5.1. Rights of Party B**

Party B shall have the right to peacefully enjoy and use the Leased Premises throughout the Lease Term without interruption from Party A, except in cases stipulated herein or under applicable laws.

## **5.2. Obligations of Party B**

- a. To acknowledge receipt of the Leased Premises by signing a handover record specifying the Leased Premises and all accompanying equipment/materials handed over by Party A.
- b. To maintain the Leased Premises and accompanying assets/equipment in good operating condition throughout the Lease Term. If Party B or its partners damage any equipment including but not limited to air-conditioning systems, ventilation systems, lighting systems, electrical systems or building structures belonging to Party A or [...], Party B shall fully compensate repair or replacement costs with equivalent equipment.
- c. If Party B wishes to construct, renovate, install signs or decorate any part of the Leased Premises, Party B must notify Party A in writing and may only proceed upon Party A's written approval. Party B shall be responsible for all procedures relating to fire prevention and firefighting appraisal and acceptance within the Leased Premises. Where fire prevention and firefighting appraisal/acceptance or related works are carried out collectively by competent authorities for the entire floor area shared by multiple tenants, all arising costs (including contractor fees and government charges) shall be allocated proportionally based on each tenant's leased floor area, including Party B. Within five (05) days from Party A's payment request, Party B shall pay its allocated share.
- d. To use the Leased Premises for the proper purpose and only sublease upon Party A's written approval.
- e. Not to conduct any illegal activities or activities harmful to health, safety, public order or causing disturbances affecting other tenants, Party A or surrounding organizations/individuals in Times Tower. Party B shall be solely responsible before the law for the legality of its business activities.
- f. To comply with regulations on fire prevention, environmental sanitation and public security in accordance with applicable laws.
- g. Party B and its employees shall comply with all internal rules and fully perform obligations stipulated by Times Tower.
- h. To replace light bulbs within the Leased Premises when damaged or expired.
- i. At its own expense, to purchase and maintain insurance for the Leased Premises throughout the Lease Term with a reputable insurance company. Such insurance shall cover all losses relating to persons and property arising from Party B's use of the Leased Premises.
- j. To make full and timely payments under this Agreement. In case of late payment, Party B shall pay overdue interest equivalent to 1.5 times the 12-month deposit interest rate for individual customers announced by Vietcombank Head Office, applicable to all overdue amounts.
- k. Upon termination of the Agreement, Party B shall, at its own expense, return the Leased Premises and/or equipment installed by Party A or [...] in the same condition, quantity and specifications as originally handed over, subject to Party A's requirements.

To fully indemnify and hold Party A harmless from any claims, lawsuits, governmental requests, expenses or liabilities arising from Party B's compliance with conditions applicable to its business operations under Vietnamese law.

## **ARTICLE 6 : BREACH OF AGREEMENT**

- 6.1.** Party A shall be deemed in breach of the Agreement if:
- a. Party A or its employees fail to properly, fully or timely perform obligations stipulated herein and in the internal regulations of [...].
  - b. Party A illegally uses Party B's leased area or obstructs Party B's operations causing serious damage, in which case Party B shall have the right to:
    - (i) Require Party A to remedy the breach or remedy it itself at Party A's expense;
    - (ii) Terminate this Agreement;
    - (iii) Claim compensation for damages and losses;
    - (iv) Exercise other remedies under Vietnamese law.
- 6.2.** Party B shall be deemed in breach of the Agreement if:
- a. Party B, its employees or customers fail to properly, fully or timely perform obligations stipulated herein and in the internal regulations of [...].
  - b. If Party B fails to remedy a breach within ten (10) working days from receipt of Party A's notice (or another period specified therein), or the breach is irremediable or repeatedly occurs, Party A shall have the right to:
    - (i) Require Party B to remedy the breach or remedy it itself at Party B's expense;
    - (ii) Suspend or request suspension of essential services (air-conditioning, electricity, water, telephone, internet, etc.);
    - (iii) Terminate this Agreement;
    - (iv) Require Party B and related persons to vacate the Leased Premises;
    - (v) Exercise other remedies under Vietnamese law and this Agreement.

## **ARTICLE 7: TERMINATION OF AGREEMENT**

- 7.1.** This Agreement shall terminate in the following cases:
- a. Expiration of the Lease Term;
  - b. Bankruptcy or dissolution of either Party;
  - c. Party A terminates the Agreement due to Party B's breach under Article 6.2(b);
  - d. Party B terminates the Agreement due to Party A's breach under Article 6.1(b);
  - e. Occurrence of a Force Majeure Event under Article 8, including requisition, expropriation, compulsory acquisition, destruction or inability to use the Leased Premises, or inability of the Parties to perform the Agreement continuously for three (03) months due to force majeure;
  - f. Either Party may terminate the Agreement prior to expiry by giving three (03) months' written notice and paying compensation equivalent to three (03) months' Rental Fee and service charges;
  - g. Either Party violates legal regulations relating to business activities at the Leased Premises.
- 7.2.** In cases of termination under Articles 7.1(b), (c), (d), (f), and (g):
- a. If termination results from Party B's breach, Party A shall have the right to evict Party B from the Leased Premises, and Party B shall:
    - (i) Pay a contractual penalty equal to 8% of the breached contractual value;
    - (ii) Pay all outstanding Rental Fees and financial obligations up to the termination date;

(iii) Compensate damages and other payable amounts arising from Party B's breach, and forfeit one (01) Security Deposit amount under Article 3.6 if Party B terminates the Agreement during the Lease Term.

Within fifteen (15) working days from Party B's written termination notice, Party B must fulfill all such obligations.

b. If termination results from Party A's breach, Party B shall have the right to claim damages and other compensation, provided that total compensation shall not exceed one (01) Security Deposit amount under Article 3.6.

7.3. In all termination cases, Party B shall restore and return the Leased Premises to Party A in its original condition within seven (07) working days from termination, at Party B's expense. If Party B fails to do so, Party A shall have the right to restore the premises itself or engage a third party, and Party B shall bear all arising costs.

Party B agrees that any property, equipment or items remaining within the Leased Premises in such case shall be deemed owned by Party B, and Party A shall have full authority to dispose of them for restoration purposes. Party A shall be considered a bona fide party and exempt from liability even if such assets belong to third parties. Party B shall indemnify such third parties accordingly.

#### **ARTICLE 8: FORCE MAJEURE**

8.1. Failure or delay by either Party in performing obligations under this Agreement shall not constitute a breach if caused by events beyond reasonable control, including but not limited to governmental actions, natural disasters, war, riots, rebellion, sabotage, embargoes or court orders ("Force Majeure Event").

8.2. The affected Party shall immediately notify the other Party in writing of the Force Majeure Event and specify affected obligations. The affected Party shall use best efforts to mitigate consequences.

8.3. Performance of obligations under this Agreement (except obligations to mitigate force majeure consequences) shall be suspended during the Force Majeure Event, and the Agreement term shall be extended correspondingly.

#### **ARTICLE 9: GENERAL PROVISIONS**

9.1. The Parties undertake to fully perform all agreed provisions herein.

9.2. Any amendment or supplement to this Agreement must be made in writing and signed by both Parties.

9.3. This Agreement shall be governed by Vietnamese law. Any disputes arising during implementation shall first be resolved through amicable negotiation. Failing settlement, disputes shall be submitted to a competent Vietnamese court.

9.4. This Agreement takes effect from the signing date and is made in four (04) original Vietnamese copies of equal legal validity, each Party retaining two (02) copies.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**

## Appendix V

(Draft attached to Minutes No. 10/2026/BB-HĐQT issued on May 28, 2026)

### SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

#### ASSET LEASE 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 and effective from January 1, 2017;
- Pursuant to the Commercial Law No. 36/2005/QH11 passed by the 11th National Assembly at its 7th Session on June 14, 2005 and effective from January 1, 2006;
- Pursuant to the Law on Enterprises No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on June 17, 2020;
- Based on the needs and capabilities of both Parties.

Today, on .../.../....., at [...], we include:

**PARTY A:** (Lessor) [...]

Address : [...]

Telephone : [...] Fax: [...]

Tax Code : [...]

Bank Account No. : [...] At Bank: [...]

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

**PARTY B:** (Lessee) [...]

Address : [...]

Telephone : [...] Fax: [...]

Tax Code : [...]

Bank Account No. : [...] At Bank: [...]

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

The Parties hereby agree to enter into this Agreement with the following terms and conditions:

#### **Article 1. Leased Asset**

1.1. Party A agrees to lease to Party B [...]

1.2. Details of the leased asset are as follows: [...]

#### **Article 2. Lease Term and Responsibilities for Management and Maintenance**

2.1. Party A agrees to lease the asset to Party B for the period from [...] to [...]

2.2. During the lease term, Party B shall be responsible for preserving, maintaining, managing, and using the asset properly.

#### **Article 3. Rental Price and Payment Method**

3.1. Rental price: As agreed by both Parties, being [...] plus VAT upon issuance of invoice by Party A.

3.2. Payment method: The rental amount shall be paid by Party B to Party A in installments on [...] in cash, by bank transfer, or by offsetting against liabilities between the Parties.

#### **Article 4. Rights and Obligations of Party A**

- 4.1. Party A shall have the following obligations:
  - 4.1.1. To hand over the asset in accordance with the Agreement;
  - 4.1.2. To ensure the usability and value of the leased asset;
  - 4.1.3. To ensure Party B's right to use the asset;
  - 4.1.4. To notify Party B of any third-party rights (if any) relating to the asset;
  - 4.1.5. To issue valid financial invoices to Party B.
  
- 4.2. Party A shall have the following rights:
  - 4.2.1. To repossess the asset upon expiration of the Agreement;
  - 4.2.2. To unilaterally suspend the performance of the Agreement and request compensation for damages if Party B commits any of the following acts:
    - (a) Using the asset for improper purposes;
    - (b) Causing loss of or damage to the asset;
    - (c) Subleasing the asset without Party A's consent.

**Article 5. Rights and Obligations of Party B**

- 5.1. Party B shall have the following obligations:
  - 5.1.1. To preserve Party A's asset as its own property, and not to alter the condition of the asset or lend the asset to others without Party A's consent;
  - 5.1.2. To make full and timely payment to Party A;
  - 5.1.3. To repair any damage or loss, if any;
  - 5.1.4. To use the asset for the agreed purpose;
  - 5.1.5. To return the asset on time.
- 5.2. Party B shall have the following rights:
  - 5.2.1. To receive the asset in accordance with the Agreement;
  - 5.2.2. To unilaterally suspend the performance of the asset borrowing agreement and request compensation for damages if Party A delays the delivery of the asset, causing damage to Party B.

**Article 6. General Provisions**

- 6.1. Both Parties undertake to strictly perform the provisions stated in this Agreement. If either Party encounters difficulties, such Party must notify the other Party in advance for mutual discussion and resolution or amendment of the Agreement by an appendix. In the event that the Parties cannot resolve the matter through negotiation, the dispute shall be submitted to a competent court in accordance with the law. Any effective decision or judgment of the court shall be binding upon the Parties. All costs and damages shall be borne by the breaching Party.
- 6.2. This Agreement is made in four (04) originals of equal legal validity, each Party retaining two (02) originals, and shall take effect from the date of signing.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**

## Appendix VI

(Draft attached to Minutes No. 10/2026/BB-HDQT issued on May 28, 2026)

### SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

#### CONSULTANCY SERVICE AGREEMENT

No: [...] /HTDT/[...]

- 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 Law on Enterprises No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on June 17, 2020;
- Based on the demands of both Parties.

At [...], on ... day of ..., ..., the Parties include:

**PARTY A:** [...]

Address : [...]

Telephone : [...] Fax: [...]

Tax Code : [...]

Bank Account No. : [...] At Bank: [...]

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

Authorized by : [...]

**PARTY B:** [...]

Address : [...]

Telephone : [...] Fax: [...]

Tax Code : [...]

Bank Account No. : [...] At Bank: [...]

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

Authorized by : [...]

Party A and Party B are hereinafter individually referred to as a “Party” and collectively as the “Parties”, depending on the context.

**WHEREAS:**

(i) Party A has demand for consultancy services regarding [corporate governance/operation] to serve its business development activities in accordance with the laws of Vietnam.

(ii) Party B is a joint stock company duly established and operating in accordance with the laws of Vietnam, having the functions and capacity to provide consultancy services relating to [corporate governance/operation], and desires to provide regular consultancy services to Party A and support Party A by providing consultancy services related to Party A’s operations in compliance with Vietnamese law. By virtue of its competence and experience, Party B is willing to provide consultancy services meeting Party A’s demands.

**NOW, THEREFORE,** the Parties agree to enter into this Agreement under the following terms and conditions:

**ARTICLE 1. DEFINITIONS**

In this Agreement, the following terms shall have the meanings set forth below:

- 1.1. “Consultancy Services” means the consultancy services described in Article 2 of this Agreement;

- 1.2. “Consultancy Products” means any consultancy products including but not limited to verbal or written consultancy opinions/reports;
- 1.3. “Consultancy Fee” means the consultancy fee specified in Article 8 of this Agreement;
- 1.4. “Working Day” shall be interpreted in accordance with the Labor Code, excluding holidays, Tet holidays, Saturdays and Sundays.

## **ARTICLE 2. CONSULTANCY SERVICES**

Party A agrees to engage Party B, and Party B agrees to provide consultancy services related to Party A’s operations, including the following services:

- 2.1. Consultancy services regarding [corporate governance/operation] serving Party A’s business development activities in accordance with Vietnamese law, specifically including:
  - a. Analyzing, consulting and developing organizational models, organizational structures, operational and management methods suitable to the nature of the enterprise;
  - b. Consulting on implementation of investment projects, business plans, and operational plans of departments, branches and factories of the enterprise;
  - c. Consulting on risk management and compliance control mechanisms;
  - d. Consulting, guiding and supporting works related to communications activities and brand development plans;
  - e. Warning of risks related to communications activities and forecasting public opinion trends likely to affect the enterprise;
  - f. Consulting and supporting organization of media events and internal events;
  - g. Supporting the development of recruitment procedures and personnel management regulations;
  - h. Consulting on development of training plans and regulations relating to professional knowledge corresponding to the enterprise’s business lines or other skills serving production and business activities for employees;
  - i. Consulting on salary scales, payroll systems, incentive policies, remuneration and travel allowance policies for employees;
  - j. Consulting on occupational safety and hygiene regulations for the enterprise;
  - k. Consulting on development of systems for evaluating employees’ work efficiency and working attitude;
  - l. Other contents upon Party A’s request.
- 2.2. Providing consultation (directly, by telephone, email, in writing or in other forms agreed by the Parties) on matters related to Party A’s daily business operations upon Party A’s request or when Party B deems such consultation necessary to protect Party A’s interests;
- 2.3. Acting on behalf of and representing Party A in communicating with relevant parties regarding Party A’s business and investment activities upon Party A’s request from time to time;
- 2.4. Cooperating with and supporting Party A in providing related consultation to facilitate Party A’s business development in accordance with Vietnamese law.

## **ARTICLE 3. PERFORMANCE OF SERVICES**

- 3.1. Party B shall perform the Services according to the schedule agreed upon by the Parties;

- 3.2. The Services shall be deemed completed when the Parties sign the Service Acceptance Minutes and Party A has no complaint or claim regarding the quality of the Services provided by Party B within five (05) Working Days from the date of signing the Service Acceptance Minutes;
- 3.3. Within the period stipulated in Clause 2 of this Article, Party A shall have the right to complain about the quality of the Services if the results of the Services fail to satisfy the requirements stipulated in the Agreement and such failure could not reasonably be detected at the time of signing the Service Acceptance Minutes.  
In such case, Party B shall be responsible for remedying, correcting, and performing other works necessary to ensure that the Services satisfy the requirements stipulated in the Agreement. The time limit for Party B to complete such works shall be a reasonable period agreed by the Parties;
- 3.4. Determination of whether the Services fail to satisfy the requirements stipulated in the Agreement shall be verified by an independent appraisal entity in the event the Parties cannot reach agreement. The appraisal entity shall be selected by Party A. The Parties agree to perform their obligations based on the appraisal results issued by such appraisal entity in all cases.

#### **ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS AND LICENSES RELATING TO THE SERVICES**

- 4.1. Party B shall transfer to Party A intellectual property rights, including copyrights, relating to the Services and any licenses, documents and papers owned by Party B or by other owners who have authorized Party B to transfer such rights to Party A.
- 4.2. Party B represents and warrants that:
  - a. Party B is the lawful owner or has been duly authorized by the owner to legally transfer intellectual property rights to Party A;
  - b. The intellectual property rights transferred to Party A do not infringe or prejudice any third party in any manner whatsoever nor violate any provisions of law (collectively referred to as "Third Party Rights"); and
- 4.3. Party B shall indemnify Party A against all losses and damages arising from any infringement of third-party rights suffered by Party A.

#### **ARTICLE 5. TERM OF AGREEMENT**

- 5.1. The term of this Agreement shall be from [...] until the end of [...].
- 5.2. In the event that this Agreement expires and neither Party issues a written notice of termination, the Agreement shall automatically renew for an additional [...] months with unlimited renewals.

#### **ARTICLE 6. RIGHTS AND OBLIGATIONS OF PARTY A**

- 6.1. To provide fully, accurately and promptly all dossiers, documents and information requested by Party B in relation to the Consultancy Services, and to bear full responsibility for the accuracy and truthfulness thereof;
- 6.2. To receive the Consultancy Services and Consultancy Products as agreed in Article 2 of this Agreement;
- 6.3. To approve the acceptance minutes within seven (07) days from receipt thereof from Party B;
- 6.4. To fully and timely pay the Consultancy Fee to Party B as agreed in Article 8 of this Agreement;

- 6.5. To appoint personnel to supervise and coordinate with Party B throughout the process of service provision;
- 6.6. To perform other rights and obligations agreed in this Agreement and as prescribed by law.

#### **ARTICLE 7. RIGHTS AND OBLIGATIONS OF PARTY B**

- 7.1. To appoint consultants with sufficient competence and experience to perform and provide the Consultancy Services and deliver the Consultancy Products to Party A on schedule;
- 7.2. To compensate Party A for damages arising from Party B's fault during the consultancy process (if any);
- 7.3. To be responsible for the accuracy, truthfulness and legality of the Consultancy Services and Consultancy Products provided to Party A;
- 7.4. To provide quarterly acceptance minutes together with a list of all works performed;
- 7.5. To receive full and timely payment of the Consultancy Fee as agreed in Article 8 of this Agreement;
- 7.6. To request Party A to provide sufficient information for Party B to perform the Services under this Agreement;
- 7.7. To properly and fully perform the Services and obligations under this Agreement, including rectifying defects and errors relating to the Services;
- 7.8. To appoint authorized representatives to promptly resolve issues arising in connection with the Services under this Agreement;
- 7.9. To complete procedures for service acceptance and liquidation of the Agreement upon Party A's request;
- 7.10. To preserve and return to Party A all documents, dossiers, means and assets (if any) handed over by Party A for performance of the Services;
- 7.11. To ensure that any contents, information or assets within the scope of the Services provided to Party A are free from any disputes with third parties, and to bear full responsibility for all disputes, complaints and claims by third parties relating to ownership and intellectual property rights over the Services provided;
- 7.12. Not to transfer any rights and obligations under this Agreement to any third party without Party A's prior written consent;
- 7.13. To issue valid financial invoices to Party A;
- 7.14. To perform other rights and obligations agreed in this Agreement and as prescribed by law.

#### **ARTICLE 8. CONSULTANCY FEES, PAYMENT TERM AND METHOD**

- 8.1. Consultancy Fees
  - a. The quarterly consultancy fee for all consultancy works described in Article 2 of this Agreement, inclusive of [...] VAT, shall be [...] VND/Quarter (In words: [...]);
  - b. Any changes to the consultancy fee shall be notified in an appendix to this Agreement;
  - c. The Parties agree that if Party B performs any consultancy activities during a quarter, Party A shall pay the consultancy fee for such quarter to Party B;
  - d. If the consultancy works under Article 2 involve complex matters of substantial value, the Parties shall enter into separate consultancy agreements for each specific matter.
- 8.2. Payment Term and Method
  - a. Payment term:

Payment shall be made on [...] by bank transfer to Party B's bank account as specified at the beginning of this Agreement;

b. Payment method:

Payment shall be made by bank transfer to Party B's bank account as specified at the beginning of this Agreement.

#### **ARTICLE 9. CONFIDENTIALITY**

9.1. Each Party shall keep confidential all information relating to the contents of this Agreement and any other information provided by the other Party, except in the following cases:

a. Disclosure is required by lawful request of any competent authority;

b. Disclosure is made to legal advisors, employees or subsidiaries of such Party, provided that such disclosure is made subject to confidentiality obligations equivalent to those stipulated herein.

9.2. The obligations stipulated in Articles 6 and 7 of this Agreement shall survive throughout the term of this Agreement, after completion of the Agreement, and even upon termination or cancellation thereof.

#### **ARTICLE 10. FORCE MAJEURE**

10.1. A force majeure event means an objective, unforeseeable event beyond the control of the Parties, including but not limited to natural disasters, epidemics, fire, earthquake, tidal waves or other disasters; riots, war, national emergency, terrorism, disturbances, strikes; sanctions, embargoes, changes in policies and laws by competent authorities, etc., resulting in one or both Parties being unable to continue performing part or all obligations under this Agreement (the "Force Majeure Event");

10.2. Failure by a Party to perform its obligations under this Agreement due to a Force Majeure Event (the "Affected Party") shall not constitute a breach of the Agreement nor serve as grounds for termination by the other Party, provided that the Affected Party has:

a. Taken reasonable preventive measures and necessary remedial actions to minimize impacts, risks and consequences caused by the Force Majeure Event; and

b. Promptly notified the other Party of the Force Majeure Event within two (02) Working Days from the occurrence thereof;

10.3. If the Force Majeure Event is acknowledged by both Parties, the term for performance of the Agreement shall be extended by a period equal to the duration during which the Affected Party could not perform its obligations due to the Force Majeure Event;

10.4. If the Force Majeure Event lasts more than thirty (30) days causing either Party to be unable to perform its obligations, either Party shall have the right to request termination of the Agreement. In such case, the Parties shall discuss and agree upon the termination mechanism and settlement of rights and interests according to the following principles:

a. a. If Party A has advanced payment and Party B has not performed the Services: Party B shall refund the entire advance payment to Party A within three (03) days from termination of the Agreement;

b. If Party A has advanced payment and Party B has partially performed the Services: the Parties' obligations shall be determined based on the balance between the advance payment and the value of Services properly performed and accepted in the valid Service Acceptance Minutes;

- c. If Party A has advanced payment and Party B has performed the Services but the Services and results fail to satisfy agreed requirements or customary standards applicable to similar services, Party B shall be deemed not to have performed the Services and the matter shall be handled in accordance with Point a of this Clause;
- d. Each Party shall return to the other any benefits received in excess of its entitlement under this Agreement.

#### **ARTICLE 11. NOTICES**

- 11.1. Unless otherwise specifically provided in this Agreement or otherwise agreed in writing by the Parties, all agreements, minutes, notices, correspondence, requests, approvals, etc. arising from and/or relating to this Agreement (collectively, "Notices") from one Party ("Sending Party") to the other Party ("Receiving Party") must satisfy the following requirements:
  - a. Be made in writing, signed by an authorized representative and duly sealed (if any) by the Sending Party and delivered by one of the following methods: (i) registered mail or courier service; (ii) hand delivery; or (iii) fax; or
  - b. Be sent by email from the Sending Party's official transaction email address to the Receiving Party's official transaction email address specified in this Agreement. Any Notice sent from a confirmed email address under this Agreement shall be deemed approved by the Sending Party's authorized representative and shall have the same validity as Notices sent under Point a above. However, dossiers and documents for payment purposes and documents relating to amendment, supplementation or termination of this Agreement must be delivered in original form; transmission by fax or email shall be for reference only and shall not be legally binding.
- 11.2. Subject to Clause 1 of this Article, a Notice shall be deemed received as follows:
  - a. According to confirmation from the postal service or courier if sent by mail or courier;
  - b. According to the handover minutes if delivered by hand;
  - c. According to fax system confirmation if sent by fax;
  - d. According to email system confirmation if sent by email.
- 11.3. The official contact addresses for Notices of the Parties are specified at the beginning of this Agreement. Any Party changing its contact details must notify the other Party within two (02) days from such change in accordance with this Article.

#### **ARTICLE 12. LIABILITY FOR BREACH OF AGREEMENT**

- 12.1. Contractual Penalties
  - a. If Party B delays performance of any Services under this Agreement, Party B shall be subject to penalties as follows:
    - (i) Delay from 05 to 07 Working Days: penalty equal to 0.05% of the Contract Value per day;
    - (ii) From the 8th delayed Working Day onward: penalty equal to 0.1% of the Contract Value per day, and Party A shall have the right to unilaterally terminate part or all of the Agreement upon at least five (05) days' prior written notice to Party B;
    - (iii) Total penalties for delayed performance shall not exceed 8% of the breached contractual value.
  - b. If Party A delays payment beyond the agreed term without fault of Party B, Party A shall pay Party B late payment interest equivalent to 150% of the fixed interest rate (fixed interest rate being 8% per annum) applicable on the due date to the overdue

amount and overdue period, provided that the total penalty amount shall not exceed 8% of the breached contractual value.

- c. Unless otherwise provided herein, if either Party breaches any obligations other than those specified in Points a and b above without fault of the other Party, the breaching Party shall be subject to a penalty equal to 8% of the breached contractual value.

12.2. Compensation for Damages

- a. If either Party fails to perform, improperly performs, or incompletely performs its obligations under this Agreement and/or applicable law causing damage to the other Party, the breaching Party shall compensate the aggrieved Party for all damages and shall also be subject to contractual penalties.
- b. In addition to compensation obligations, the breaching Party shall take all necessary measures to remedy the consequences of the breach and mitigate damages. All related costs shall be borne by the breaching Party.
- c. The aggrieved Party shall have the right to directly offset compensation amounts against payments otherwise due to the breaching Party.

- 12.3. In the event Party B is obligated to pay penalties or compensation but fails to do so properly, Party A shall have the right to deduct such amounts from subsequent payments or apply any guarantees provided under this Agreement.

**ARTICLE 13. EFFECTIVENESS AND TERMINATION**

- 13.1. This Agreement shall take effect from [...] until [...];

- 13.2. This Agreement shall terminate in the following cases:

- a. The Parties mutually agree in writing to terminate the Agreement;
- b. Either Party breaches the terms and conditions of the Agreement and fails to remedy such breach within fifteen (15) days from receipt of written notice from the other Party, in which case the aggrieved Party may unilaterally terminate the Agreement by written notice;
- c. Termination due to force majeure: neither Party shall be liable for delay in performance caused by force majeure events including but not limited to fire, natural disasters, war, epidemics or changes in law. The affected Party must promptly notify the other Party of the force majeure event and related consequences. If the event continues for thirty (30) days, either Party may terminate the Agreement upon prior written notice;
- d. Other cases as prescribed by law.

- 13.3. Responsibilities of the Parties upon early termination

- a. Upon early termination, Party A shall pay Party B for the value of Services performed as recorded in the Service Acceptance Minutes duly signed by authorized representatives of the Parties. Party B shall refund any excess payment previously made by Party A (if any);
- b. Within seven (07) Working Days from termination, the Parties shall settle and return any outstanding balances, interest, penalties, compensation and other amounts (if any).

**ARTICLE 14. GOVERNING LAW AND DISPUTE RESOLUTION**

- 14.1. This Agreement and all rights and obligations arising herefrom shall be governed by and construed in accordance with the laws of Vietnam.

- 14.2. Any dispute arising out of or relating to this Agreement shall first be resolved through negotiation. Failing such resolution, the dispute shall be submitted to a competent court in Vietnam.

**ARTICLE 15. GENERAL PROVISIONS**

- 15.1. The Parties undertake to cooperate closely and regularly throughout the performance of this Agreement.
- 15.2. Any amendment or supplement to this Agreement must be agreed upon and made in writing by the Parties. Any amendment and/or supplement shall form an integral part of this Agreement.
- 15.3. This Agreement consists of fifteen (15) Articles and is made in four (04) Vietnamese originals of equal legal validity, each Party retaining two (02) originals for implementation.

In witness whereof, the duly authorized representatives of the Parties have executed this Agreement on the date first written above.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**

