

**CAO BANG CAST IRON AND STEEL  
JOINT STOCK COMPANY**

**SOCIALIST REPUBLIC OF VIETNAM  
Independence - Freedom - Happiness**

No: ~~897~~/BC-CISCO

*Cao Bang, Jun2, 2025*

**REPORT  
RESULTS OF PRODUCTION AND BUSINESS ACTIVITIES  
IMPLEMENTING THE RESOLUTIONS OF THE 2024 ANNUAL GENERAL  
MEETING OF SHAREHOLDERS AND PRODUCTION AND BUSINESS PLAN  
FOR 2025**

Subject: Report to the General Meeting of Shareholders of Cao Bang Iron and Steel  
Joint Stock Company

Based on Resolution No. 682/NQ-GTCB-DHDCD dated April 24, 2024, of the 2024 Annual General Meeting of Shareholders, Cao Bang Iron and Steel Joint Stock Company hereby reports on the results of production and business activities for 2024 and the production and business plan for 2025, as follows:

Part I: Results of Production and Business Activities Implementing the Resolutions of the 2024 Annual General Meeting of Shareholders

Part II: Production and Business Plan for 2025.

**PART I  
RESULTS OF PRODUCTION AND BUSINESS ACTIVITIES  
IMPLEMENTING THE RESOLUTIONS OF THE 2024 ANNUAL GENERAL  
MEETING OF SHAREHOLDERS**

**I. Situation Overview**

The Company has always received timely guidance and direction from the Company's Board of Directors, the Vietnam National Coal and Mineral Industries Corporation Limited (TKV), and support from the local government of Cao Bang Province. The CT5 $\pi$ C steel billet products produced by the Company continue to be consumed by the Vietnam National Coal and Mineral Industries Corporation Limited according to the purchasing regulations within the sector, helping to stabilize sales volume and selling prices

Alongside these advantages, the Company's business and production activities still face many difficulties

- Self-produced raw materials only meet about 10% of demand because the southern area of the Na Rua iron mine has entered the final extraction phase, and the development progress of the northern area of the Na Rua iron mine remains slow due to many changes in State policies and laws

- The procurement of various types of iron ore raw materials faces many challenges due to a decrease in both quantity and quality of domestic market supply, along with that is the competition for customers from other companies in the same industry, such as Hoa Phat Steel, Thai Nguyen Steel, and Tuyen Quang Steel. The global market price trends for iron ore tend to move inversely to the consumption price of steel billets, combined with geographical distance, long transportation routes (Lao Cai, Yen Bai, Thai Nguyen, etc.), and high costs have made the Company's use of imported raw materials ineffectively.

- The economic downturn domestically and globally, especially in the Real Estate – Construction sector, has led to a sharp decline in the selling price and demand for steel billet products. At times, the Company could only sell CT5 steel billets internally within TKV, achieving an average of only 13.0 million VND/ton against a plan of 13.345 million VND/ton for the year...



## II. Implementation Results of the 2024 Production and Business Plan

### 1. Key indicators

NO	Key indicators	Unit	2024 Plan	2024 Actual	Comparison (%)
1	Revenue	VND million	3,056,958	2,188,863	72
2	Profit after tax	VND million	5,012	(160,349)	-
3	Tax payment to the State Budget	VND million	69,546	39,954	57
4	Total salary fund	VND million	100,441	92,000	92
5	Average number of employees	People	800	740	93
6	Average salary	VND million /person/month	10.46	10.36	99
7	Steel billets produced	Tons	205,000	170,240	83
8	Steel billets sold	Tons	220,000	164,758	75

### 2. Evaluation of 2024 Production and Business Performance

The steel billet production volume in 2024 was low due to the market supply of iron ore raw materials purchased externally from various suppliers, which resulted in unstable impurity levels affecting technological operation. The raw material supply for production had to be largely purchased externally; the Company has focused on and basically ensured sufficient and timely supply according to production needs. However, the domestic market supply reduction and competition from other steel producers caused the volume of externally purchased iron ore delivered to the Company in 2024 to be lower than planned, at 228,000 tons out of 280,000 tons, achieving only 81% of the plan... The Company focused solely on producing CT5 steel billets.

Revenue was low (72% of plan) due to lower sales volume (75% of plan) and decreased product selling prices (94% of plan). The main impact was from the domestic and international economic recovery delays, and the domestic steel market pressure from cheap Chinese steel exports, causing revenue to decline by VND 130.6 billion while raw material and fuel prices (coal varieties, scrap steel) only decreased by VND 59.9 billion. Additionally, several cost factors contributed to an increase in production and consumption costs by VND 97.5 billion, including: Low output led to an increase in fixed costs by VND 31.9 billion; Coal consumption increased by VND 10.6 billion; Back taxes and land lease fees for the mining area of VND 13.0 billion; Recorded compensation support costs for the resettlement area of VND 32 billion; Provision for inventory devaluation of VND 9.9 billion... These factors resulted in inefficient production and business activities, (a loss of VND 160.3 billion).



### 3. Financial and Accounting Activities in 2024

#### BALANCE SHEET

	31/12/2024	01/01/2024
	VND	VND
<b>ASSETS</b>		
<b>A - CURRENT ASSETS</b>	<b>944,188,411,424</b>	<b>840,872,121,756</b>
I. Cash and cash equivalents	1,132,409,108	20,233,263,808
III. Current receivables	7,457,221,252	6,233,392,849
IV. Inventories	893,248,572,777	793,988,956,372
V. Other current assets	42,350,208,287	20,416,508,727
<b>B - NON-CURRENT ASSETS</b>	<b>1,022,074,395,559</b>	<b>1,120,878,447,198</b>
I. Non-current receivables	27,287,332,371	23,785,834,000
II. Fixed assets	936,011,573,937	1,059,139,455,636
IV. Non-current asset-in-progress	34,652,068,562	-
VI. Other non-current assets	24,123,420,689	37,953,157,562
<b>TOTAL ASSETS</b>	<b>1,966,262,806,983</b>	<b>1,961,750,568,954</b>
<b>RESOURCES</b>		
<b>C- LIABILITIES</b>	<b>1,689,112,303,920</b>	<b>1,522,862,214,618</b>
I. Current liabilities	1,521,319,725,432	1,262,008,636,176
II. Non-current liabilities	167,792,578,488	260,853,578,442
<b>D- OWNER'S EQUITY</b>	<b>277,150,503,063</b>	<b>438,888,354,336</b>
I. Owners' equity	277,150,503,063	438,888,354,336
1. Contributions of owners	430,063,660,000	430,063,660,000
2. Retained earnings	(152,913,156,937)	8,824,694,336
<b>TOTAL RESOURCES</b>	<b>1,966,262,806,983</b>	<b>1,961,750,568,954</b>

(Source: 2024 Financial Statements)

Financial reporting, control, and information disclosure were carried out fully and on time in accordance with legal regulations. The Company implemented the recommendations and adjustments to accounting records and financial statements, and fulfilled its obligations to the state budget based on the audit results issued by the State Audit.

The Company promptly updated and applied financial policies, successfully reducing interest and fees on short- and long-term loans, and took advantage of preferential interest rate loan packages.

As at December 31, 2024, the total asset value of the Company was VND 1,966.3 billion, an increase of 0.23% compared to 2023. Current assets amounted to VND 944.2 billion, an increase of 12.3% compared to 2023, primarily due to the increase in inventory value (steel billets and iron ore). Non-current assets totaled VND 1,022.1 billion, down 8.8% compared to 2023.



The total inventory value at the end of 2024 was VND 893.2 billion, an increase of 12.5% compared to 2023, equivalent to VND 99.3 billion. This increase was mainly due to a decrease in steel billet consumption, as selling prices were lower than the inventory cost, resulting in an inventory value of steel billets of VND 618.2 billion (46,847 tons), and raw material reserves (iron ore and iron ore concentrate) for production valued at VND 171.1 billion

The total short- and long-term liabilities as at December 31, 2024, were VND 1,689.1 billion, increased by 9.8% compared to 2023. Of this, short-term liabilities amounted to VND 1,521.3 billion, a 20.5% increase compared to 2023, including an ending balance of VND 679.6 billion in advances from the Vinacomin- Minerals Holding Corporation; Long-term liabilities stood at VND 261.06 billion, a decrease of 35.7% compared to 2023.

By the end of 2024, the Company had paid VND 32 billion (out of a total of VND 50.2 billion approved by the 2022 General Meeting of Shareholders) as compensation support and land clearance of the Na Rua iron ore mine resettlement area in Cao Bang province

The debt-to-equity ratio was 6.09 times (exceeding the regulatory limit of 3 times; it was 3.47 times as at December 31, 2023), placing the Company under special financial supervision

### III. Implementation results of Construction Investment in 2024

#### 1. Indicators

No.	Project Name	2024 Plan	2024 Actual	Difference (+/-)	Comparison (%)
1	Investment project in open-pit mining of Na Rua iron ore mine - Cao Bang Cast Iron and Steel Joint Stock Company – Vinacomin Minerals Holdings Corporation with a capacity: 350,000 tons/year	-	34,917	34,917	
1.1	Land clearance cost for Waste Dump Area No. 03	-	34,417		
1.2	Land clearance organization cost for Waste Dump Area No. 03	-	500		
2	Investment project for production support - Cao Bang Cast Iron and Steel Joint Stock Company	6,542	1,289	(5,254)	
3	Construction of a lime kiln to support production	400	-		
4	Construction of an automatic and continuous emissions monitoring system at the Cao Bang Iron and Steel Complex	131	247	117	
4.1	Package No. 4: Consulting Services for Supervision of the Emissions Monitoring System	-	165		
4.2	Package No. 7: Audit of the Final Settlement Report for the Completed Project	100	63		
4.3	Package 08: verification and approval of final settlement	30	19		
5	Steel Rolling Line Investment Project at the Cao Bang Iron and Steel Complex	1,200	-		
	<b>TOTAL (1+2+3+4+5)</b>	<b>8,273</b>	<b>36,453</b>		<b>440</b>

Causes of Increase/decrease in expenses according to the 2024 Plan:



- Item 1: An increase of VND 34,917 million was due to higher site clearance costs and expenses for organizing site clearance of waste dump area No. 03. According to Article 9 of Resolution No. 586/NQ-GTCB-DHDCD dated April 27, 2023, the General Meeting of Shareholders approved the production and exploitation plan for the North zone of the Na Rua iron ore mine, which includes site clearance costs for the North zone and the waste dump area, to be carried out from 2023 to 2025. In 2024, the Company completed the site clearance of waste dump area No. 03, and therefore recorded these costs as part of the construction expenses of the project (Project: Open-pit mining investment of Na Rua iron ore mine by Cao Bang Cast Iron and Steel Joint Stock Company - Vinacomin Minerals Holding Corporation, with an annual capacity of 350,000 tons).

Item 2: A decrease of VND 5,253.76 million was due to the Investment Project for Production Support carried out by Cao Bang Cast Iron and Steel Joint Stock Company during 2024-2025. In 2024, the Company completed contract signing and made advance payments to contractors. The amount of VND 5,253.76 million was carried forward to the 2025 investment plan

Item 3: An increase of VND 116.64 million was due to the construction supervision costs for the emission monitoring system, which the Company disbursed in 2024.

## **2. Investment plan implementation status and volume of execution.**

### **2.1. Investment project in open-pit mining of Na Rua iron ore mine - Cao Bang Cast Iron and Steel Joint Stock Company – Vinacomin Minerals Holdings Corporation with a capacity: 350,000 tons/year**

Within the year, the compensation and resettlement plan was approved for 74 out of 74 households, covering a clearance area of 9.5 hectares with a total approved budget of VND 35.4 billion. Compensation payments were made to 71 out of 74 households, along with site clearance organization costs of City People's Committee, with a total disbursement of VND 34.917 billion and received the handover of the site covering an area of 86,458.7 m<sup>2</sup>.

The Company continues to implement the tasks supporting the exploitation of the North Zone of the Na Rua iron ore mine, with the progress detailed as follows:

- Regarding the Na Rua iron ore mine resettlement project: The project was approved by the Cao Bang Provincial People's Committee under Decision No. 182/QĐ-UBND dated February 24, 2023. The schedule for paying site clearance support funds was agreed upon with the Provincial People's Committee, and VND 22 billion was paid into the state budget in 2024. During the year, active efforts were made to carry out site clearance for the project, and 3.4 out of 15.1 hectares of land were handed over to the City Project Management Board to prepare for construction

- Site Clearance for the North Zone of Na Rua Iron Ore Mine: In 2024, the following tasks were completed: (i) Registered the land use plan for an area of 21 hectares, which was approved by the Provincial People's Council; (ii) Completed the appraisal and approval of the site clearance map on October 9, 2024, and handed it over to the City Land Fund Development and Site Clearance Center and relevant wards; (iii) Organized 8 meetings to announce the project and implement the land recovery plan, distributing declaration forms for each household to proactively declare land, assets, and land origin; (iv) The land recovery plan has been issued, along with the investigation,



survey, measurement, inventory, formulation and approval of the compensation, support, and resettlement plan for project implementation (Plan No. 317/KH-UBND of the Cao Bang City People's Committee dated November 18, 2024); (v) Conducted land, asset, and crop inspections for 30 out of 298 households, covering an area of 2.23 hectares; (vi) For the cemetery land area: The "Cao Bang Provincial Public Cemetery" project was approved in the City People's Council's implementation plan in September 2024; (vii) Mine clearance work: Completed appraisal of survey results and mine and explosive clearance plan prepared by the Engineer Corps according to Notice No. 717/TB-BCCB dated September 11, 2024

- Procedures for leasing land at the auxiliary area with an area of 94 hectares: The land lease application has been completed, and the Company has signed the land lease contract with the Cao Bang Provincial People's Committee.

## **2.2 Production Support Investment Project – Cao Bang Cast Iron and Steel Joint Stock Company.**

Package No. 01: The Company has completed the contractor selection process and signed Contract No. 379/2024/HĐMB/NT-CISCO on November 25, 2024, with a total value of VND 1.76 billion. An advance payment of VND 0.352 billion has been made, and the package is currently being implemented

Package No. 02: The Company has completed the contractor selection process and signed Contract No. 377/2024/HĐMB/NT-CISCO on November 22, 2024, with a total value of VND 4.683 billion. An advance payment of VND 0.936 billion has been made, and the package is currently being implemented

## **2.3 Construction of a lime kiln to support production activities**

The Company is currently reviewing and assessing specific aspects and completing the necessary licensing procedures for project implementation. The Company has not yet commenced investment in the project

## **2.4 Project: Construction of an automatic and continuous emissions monitoring system at the Cao Bang Iron and Steel Complex**

The project was completed on December 27, 2023. During the year, the Company disbursed funds for Package No. 04: Supervision consultancy for the emissions monitoring system, and also carried out two additional packages in support of the final project settlement. The project settlement has been submitted to the Company's Board of Directors in accordance with regulations

## **2.5. Investment project in a steel rolling line at the Cao Bang Iron and Steel Complex**

The Company has initiated research and carried out activities related to the investment preparation phase as directed by the relevant authorities. During the year, the Board of Directors was presented with a proposal to approve the implementation of the project and to engage a consulting firm to prepare the project feasibility study report. However, the proposal has not yet been approved, the Company needs to conduct further studies to assess the feasibility of implementing the project. At the same time, the Company has actively worked on arranging funding for the project throughout the year.



## **PART II**

### **BUSINESS AND PRODUCTION, CONSTRUCTION INVESTMENT PLAN FOR 2025**

#### **I. Situation Forecast**

The outlook for 2025 is very challenging for the Company's production and business activities, as the domestic and global economic situation shows no signs of recovery. The demand and selling price for steel billet products in the market remain at low levels; 100% of the various iron ore materials required for production must be purchased externally, pressure from competition with other producers in the same industry and highly unpredictable fluctuations in selling prices that tend to move inversely to the prices of steel billet products. This poses a significant challenge to the Company's production and business activities

According to the plan developed at the end of 2024, the steel billet production volume for 2025 was 165,000 tons. However, based on actual market conditions in the first few months of the year, the selling price of the products is significantly lower than the production cost, especially for steel billets sold on the open market. Therefore, the Company has adjusted the production plan to 135,000 tons of steel billets, including 120,000 tons of CT5 steel billets to fully meet the supply needs within TKV, ensuring the billet supply for blast furnace steel

The selling price of steel billets on the market is unlikely to increase due to China's plan to export 100 million tons of steel in 2025. The actual market situation in the first months of the year has shown continuous declines with no signs of recovery. The CFR Manila price for steel billets has fluctuated around USD 450–460 per ton (corresponding to CT5 billet prices of approximately VND 12.3–12.5 million per ton). Other types of steel billets consumed domestically have seen slow sales and low selling prices, fluctuating around VND 11.0–11.2 million per ton (from producers such as Hoa Phat and Formosa). According to optimistic forecasts by the DCE, steel prices could reach USD 480–520 per ton if China strengthens economic support. However, there are many risks due to the ongoing trade war and special tariffs between the US and China, which are causing steel billet prices to decline in export markets

Accordingly, the Company's Board of Directors has directed the development of a detailed Business and Production and Construction Investment Plan for 2025, with specific targets to be submitted to the General Meeting of Shareholders and the Company's Board of Directors for review and approval for implementation

**Objective:** Maintain production, ensure labor safety, and concentrate all resources on site clearance of the Northern Na Rua iron mine area; by the end of 2025, complete the overburden removal work

#### **II. Business Plan for 2025**

##### **1. Indicators**



No	Key indicators	Unit	2024 Actual	2025 Plan	Comparison (%)
1	Revenue	VND million	2,188,863	2,257,550	103
2	Profit after tax	VND milion	(160,349)	-	-
	Tax payment to the				
3	State Budget	VND milion	39,954	49,681	124
4	Total salary fund	VND milion	92,000	85,748	93
	Average number of				
5	employees	People	740	740	100
		VND milion			
6	Average salary	/person/month	10.36	9.66	93
7	Steel billets produced	Tons	170,240	135,000	79
8	Steel billets sold	Tons	164,758	160,000	97

*(With attached appendix of detailed planning tables enclosed with the Report)*

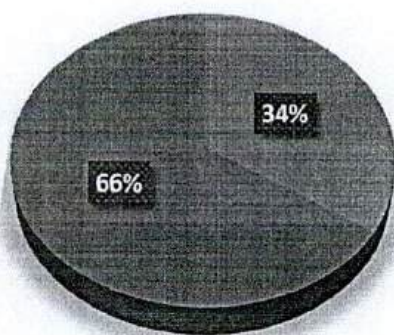
To ensure the fulfillment of the set production and business targets, the Company's Board of Directors has identified the key task for 2025 as focusing on securing a sufficient supply of raw materials to meet the steel billet production volume, along with implementing technological operation solutions to achieve technical and economic efficiency. This will be done by blending and balancing different sources of materials, given the diverse characteristics of raw material supplies in the market depending on their region of origin, in order to accept iron ore with an iron content of 51% or higher and impurity levels exceeding those of standard grades. Specifically:

**(i) Steel Billet Production:** Arrange storage areas to receive and separate materials from various sources, and neutralize them during loading into bunkers to stabilize composition and ensure uniformity. Operate the production line at maximum capacity and schedule maintenance shutdowns in reasonable cycles when the CT5 stell billet supply is sufficiently met.

**(ii) Raw Material Supply:** With a output of 135,000 tons of steel billet produced, the required quantity of iron ore materials to be purchased is estimated at **250,000 tons**. The Company has proactively worked with suppliers to review their capacities, signed memorandums of understanding regarding supply capability, and requested continued support from the Vinacomin - Minerals Holding Corporation through raw materials produced by its branches and subsidiaries.



## Raw Material Supply Plan for 2025



Total volume: 250,000 tons

Vinacomin - Minerals Holding Corporation supports: 85,000 tons

The Company proactively implements: 165,000 tons

- To ensure the volume proactively implemented, in addition to the measures already carried out, the company will continue to standardize the acceptance, payment, and settlement processes to prevent prolonged execution time and avoid suppliers stopping deliveries due to delayed payments.

## III. Construction Investment Plan for 2025

### 1. Indicators

No.	Project / Work Item	2024 Actual	2025 Plan	Comparison (%)
I	<b>Ongoing Projects (Implementation of tasks to commission the Northern Zone)</b>	<b>34,917</b>	<b>360,455</b>	
1	Investment project in open-pit mining of Na Rua iron ore mine – Cao Bang Cast Iron and Steel Joint Stock Company – Vinacomin Minerals Holding Corporation with a capacity: 350,000 tons/year	34,917	360,455	
II	<b>Production Investment Projects</b>	<b>1,536</b>	<b>5,156</b>	
1	Investment project for production support - Cao Bang Cast Iron and Steel Joint Stock Company	1,289	5,156	
2	Construction of an automatic and continuous emissions monitoring system at Cao Bang Iron and Steel Complex	247	-	
III	<b>Preparation Projects to Improve Production Efficiency</b>	<b>1,600</b>	<b>4,032</b>	-
1	Investment in steel ball billet casting lines	-	1,835	
2	Investment in production equipment for 2025	-	697	
3	Investment in rolled steel line at Cao Bang Iron and Steel Complex	1,500	1,500	
4	Construction of a lime kiln to support production	400	-	
	<b>TOTAL (I+II+III)</b>	<b>36,453</b>	<b>369,643</b>	<b>1,014</b>

### 2. Directions and Tasks for 2025

**2.1. Follow-up Project (Implementing tasks to put the Northern area mining site into operation):** The open-pit iron mine exploitation project at Na Rua by Cao Bang Cast Iron and Steel Joint Stock Company – Vinacomin Mineral Corporation achieves an output of 350,000 tons per year.

In 2025, the Company plans to continue implementing project items such as: focusing on site clearance and land compensation for the Northern mining center, covering an area of 21 hectares; implementing environmental protection works (realignment of Goong Stream, construction of a dyke at the foot of Landfill No. 03 within the 800-meter area reclaimed by the Company in 2024); constructing facilities to support the exploitation of the Northern area of the Na Rua iron mine (including roads to



the landfill, the road connecting the Southern and Northern areas, compensation for domestic water supply systems and IT infrastructure, installation of a 35/6 kV, 2.5 MW transformer station, power line system, and the Northern water pipeline as part of the drainage pumping system); and carrying out legal procedures to put the Northern area into operation (*preparation of a feasibility study report for construction investment, adjustment of the detailed engineering design, preparation of a proposal for environmental license issuance, and revision of the Environmental Impact Assessment report, etc.*).

## **2.2. Production Equipment Investment Project – Cao Bang Cast Iron And Steel Joint Stock Company**

In 2024, the Company completed the consultancy, survey, preparation, and appraisal of the technical and economic report. In February 2024, the Company's Board of Directors approved the technical and economic report along with the contractor selection plan. By November 2024, the Company had completed the contractor selection process and signed contracts (*Contract No. 379/2024/HDMB/NT-CISCO dated November 25, 2024, and Contract No. 377/2024/HDMB/NT-CISCO dated November 22, 2024*). The Company is focusing on completing the project and putting the equipment into operation for production by early QII/2025.

## **2.3. The project is in the preparation phase, with the objective of improving production efficiency**

### **2.3.1 Steel Ball Casting Line Investment Project:**

With the objective of developing in line with TKV's orientation to enhance product value; strengthening deep processing of cast iron and steel products as directed by TKV to increase profitability and contribute to the company's growth; fully utilizing available raw material resources and surplus energy; and expanding the range of cast products supplied internally to TKV/VIMICO. The company plans to invest in a project with an estimated output of 2,000–2,800 tons of various types of steel balls per year, the total investment capital is projected at VND 9.174 billion, the Company expects to carry out project preparation in 2025 and complete it in 2026

### **2.3.2. Equipment investment for production activities in 2025**

With the objective of reducing production costs in the pig iron and steelmaking stages. In 2025, the Company plans to purchase and install medium-voltage inverters at the dust filtration system in front of the pig iron furnace and at the first-stage dust filtration system of the steelmaking line. At the same time, to support production activities and improve employee living conditions, the Company plans to purchase one pickup truck for production use and one 16–18-seat passenger vehicle. The total investment is estimated at VND 7.668 billion, project preparation is expected to take place in 2025, with completion scheduled for 2026.

### **2.3.3. Investment Project for Steel Rolling Line at Cao Bang Cast Iron and Steel Complex**

To continue evaluating the investment efficiency of the project and to carry out investment preparation for the steel rolling line at the Cao Bang Cast Iron and Steel Complex, the Company plans to hire a consultant to conduct market research and prepare



a feasibility study report for the project, with Cao Bang Iron and Steel acting as the project owner, while Vimico provides financial investment and commits to off-take the products. The Company plans to carry out project preparation and submit the project proposal to the Company's Board of Directors for approval in 2025; construction is expected to be completed and the project put into operation in 2026

### **III. Financial plan**

In 2025, the Company needs to continue repaying the annual long-term loan of USD 4.05 million to Eximbank China, capital for production and business activities and capital for the development and exploitation of the Northern area of the Na Rua iron mine, with a total amount of VND 361.6 billion. According to the 2025 production and business plan, the Company's financial situation remains difficult due to operating losses in 2024, which have led commercial banks to suspend or reduce the working capital credit limits. The Company continues to request support from Vinacomin - Mineral Holding Corporation (TKV) as follows:

- Commitment to provide financial support to ensure the Company's debt repayment capability at banks; meanwhile, support regarding receivables, input materials, and off-take markets to create financial resources for the Company's stable operations
- Advance payment through the steel billet sales contracts for 2025-2026, with a maximum advance amount of VND 1,200 billion

The above is the Report on the production and business performance results and investment implementation in 2024, and the production and business plan and construction investment plan for 2025 of Cao Bang Cast Iron and Steel Joint Stock Company, respectfully submitted to the General Meeting of Shareholders for consideration and approval

On behalf of the Company's Board of Directors,

  
  
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**Ngô Quốc Trung**  
**Chairman**



**REPORT OF BOARD OF DIRECTORS  
Implement the Resolution of the 2024 Shareholders' Meeting and the 2025 Plan**

Dear: General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

The Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company would like to report to the 2025 Annual General Meeting of Shareholders on the implementation results of the Resolution of the 2024 Annual General Meeting of Shareholders and the plan for 2025, as follows:

**PART I  
EVALUATION OF PERFORMANCE RESULTS IN 2024  
IMPLEMENTATION OF THE RESOLUTION OF THE 2024 GENERAL  
MEETING OF SHAREHOLDERS**

The Board of Directors has directed the implementation and monitored the execution of the contents of the Resolution of the 2024 General Meeting of Shareholders, with some key points as follows:

**I. General evaluation**

In 2024, Cao Bang Cast Iron and Steel Joint Stock Company faced numerous significant challenges stemming from both external and internal factors. According to the 2024 financial statements, the Company recorded a decline in revenue compared to 2023. The production and consumption of steel billets did not meet the planned targets, and the Company incurred a loss of VND 160 billion. Business operations were ineffective and encountered several difficulties, such as:

- Limited self-produced raw materials: The southern area of the Na Rua iron ore mine has entered its depletion phase, meeting only 5% of the iron ore demand, while the development of the northern area of the Na Rua mine has been delayed.
- Difficulties in raw material procurement: Both the quantity and quality of domestically available iron ore have declined, coupled with intense competition from major players such as Hoa Phat Steel, Thai Nguyen Steel, and Tuyen Quang Steel.
- Price fluctuations: Global iron ore prices surged, while billet steel selling prices dropped significantly, putting immense pressure on profit margins.
- High transportation costs: Remote geographic location, far from consumption centers, and long transportation routes have resulted in high logistics costs, making raw material imports inefficient.
- Economic downturn: The domestic and global economy experienced a slowdown, particularly in the real estate and construction sectors, leading to a drop in demand and selling prices for billet steel.





## **II. Results of the Implementation of the 2024 General Meeting of Shareholders' Resolution**

### **1. Business and Production Performance Results**

- Revenue reached VND 2,188 billion, equal to 72% of the annual target.
- Full-year profit recorded a loss of VND 160 billion.
- Budget contributions reached VND 39.9 billion, equal to 57% of the annual target.
- Total salary fund reached VND 92 billion, equal to 93% of the annual plan.
- Average monthly salary: VND 10.36 million/person/month, equal to 99% of the target.
- Steel billet production: 170,240 tons, equal to 82% of the annual target.
- Steel billet sales: 164,758 tons, equal to 75% of the annual target.

### **2. Evaluation of the Company's Performance**

The Board of Directors acknowledges the efforts of the Executive Management in responding to an unprecedentedly challenging environment, and highlights the following strengths and limitations in the management operations:

#### **a) Positive Aspects:**

- The Executive Management proactively implemented cost-saving measures and optimized production processes at the plant.
- Job and income stability: Despite incurring losses, the Executive Management maintained production activities, securing employment and income for employees, demonstrating the company's social responsibility.
- The leadership actively sought alternative sources of raw materials, negotiated with partners to reduce cost pressures, and leveraged support from TKV, VIMICO, and local authorities to sustain operations.

#### **b) Limitations and Shortcomings:**

- Ineffective response strategy: The Executive Management did not timely adjust the production and business plans in accordance with market developments, resulting in a significant increase in steel billet inventory, which pressured the company's cash flow.
- Inefficient raw material management: The mining progress at the North zone of Na Rua iron ore mine was slow, while efforts to find alternative iron ore supplies from outside sources did not yield the desired results, leading to heavy reliance on high-cost sources.
- Unsustainable finances: Using borrowed capital to cover operating costs increased interest expenses, worsening the company's losses.

## **III. Activities and Remuneration of the Board of Directors in 2024**

The Company's Board of Directors consists of 5 members.

- |                         |                                       |
|-------------------------|---------------------------------------|
| - Mr. Ngo Quoc Trung    | - Chairman of BOD;                    |
| - Mr. Nguyen Van Phuong | - Member of BOD, Director of Company; |
| - Mr. To Xuan Thanh     | - Member of BOD;                      |
| - Mr. Trinh Van Tuan    | - Member of BOD;                      |
| - Mr. Pham Thanh Do     | - Member of BOD.                      |



(At the 2024 Annual General Meeting of Shareholders, the meeting approved the resignation of Mr. Bui Tien Hai as a member of the Board of Directors and elected Mr. Ngo Quoc Trung as a new member of the Board of Directors for the 2022-2027 term, effective from April 24, 2024. Accordingly, the Board elected Mr. Ngo Quoc Trung as Chairman of the Board, replacing Mr. Bui Tien Hai from April 24, 2024).

### **1. Results of the Board of Directors' Activities**

- In 2024, despite continued challenges, the Board of Directors performed its duties with a high sense of responsibility. The Board developed and issued resolutions and actively coordinated with the Company's Executive Board to vigorously implement solutions to overcome difficulties, ensuring stable production and business operations, minimizing risks, and maintaining efficiency. The Board showed unity and determination, continuing to assert its leadership role in guiding the Company's production and business activities through the difficulties of 2024, especially economic downturns and challenges in the steel billet market, by controlling production, business, and investment activities to ensure stable operations.

- During 2024, the Board held 19 meetings and issued 35 resolutions related to the Company's production and business activities (such as approving the 2023 business results and the 2024 production, business, and investment plan; approving transactions/contracts; personnel matters, etc.). All procedures complied with the Company's charter and legal regulations and were publicly disclosed in a timely manner.

- The Board closely monitored and regularly reviewed the situation, urging the Company to implement resolutions. It cooperated with the Executive Board to promptly take appropriate measures, adjust the Company's business activities, and rectify, supplement, and complete aspects of corporate governance management.

- The Board also cooperated with the Company's Board of Supervisors to strengthen oversight functions, manage and direct the Company to achieve the targets set by the General Meeting of Shareholders, and ensure compliance with legal regulations and the Company's charter.

### **2. Remuneration and Other Benefits of the Board of Directors**

The Board of Directors reports on its remuneration for 2024 as follows:

Pursuant to Resolution No. 682/NQ-DHDCD dated April 24, 2024, of the 2024 Annual General Meeting of Shareholders, the remuneration level for the Board of Directors in 2024 was set as follows: VND 7.2 million/person/month for the Chairman of the Board, and VND 6.0 million/person/month for each Member of the Board. In 2024, the Company's production and business activities were not effective, and therefore, the Company did not pay remuneration to the Board of Directors and the Supervisory Board in 2024.

### **IV. Supervision Results for the Director and the Executive Board**

1. The Company's Executive Board consists of five members, including the Director, three Deputy Directors, and the Chief Accountant. All members possess appropriate qualifications, professional expertise, competence, and experience in management relevant to the Company's business activities.

2. The Director has clearly and specifically delegated responsibilities based on professional expertise and areas of oversight to the Deputy Directors. Weekly meetings are held to review the implementation of weekly and monthly tasks and to roll out plans for



upcoming activities. Monthly review and evaluation meetings are also organized to propose business and production solutions.

3. The Director and the Executive Board regularly and proactively report on the business and production activities, ensuring alignment with the Resolutions of the General Meeting of Shareholders and the directions of the Board of Directors, in strict compliance with the Company's Charter and legal regulations.

## **PART II**

### **BOARD OF DIRECTORS' OPERATION PLAN FOR 2025**

#### **1. 2025 Business Plan Targets**

In 2025, the Company's Board of Directors plans to submit to the General Meeting of Shareholders the following key business targets:

- Revenue: VND 2,257 billion, equal to 103% of the actual revenue in 2024.
- Profit after tax: Break-even.
- State budget contribution: VND 49 billion, equal to 124% of the actual amount in 2024.
- Total salary fund: VND 85 billion, equal to 93% of the actual amount in 2024.
- Average salary: VND 9.66 million/person/month, equal to 93% of the actual average in 2024.
- Steel billet production: 135,000 tons, equal to 79% of the actual output in 2024.
- Steel billet consumption: 160,000 tons, equal to 97% of the actual volume in 2024.

#### **2. Board of Directors' Operation Plan for 2025**

In 2025, the global economy in general and Vietnamese economies in particular are expected to continue facing difficulties. Acknowledging these challenges, the Board of Directors will undertake and direct the effective execution of the following key tasks:

1. The Board of Directors continue to enhance its direction, inspection, and supervision of the Executive Board in effectively implementing the Board's Resolutions and Decisions, with the aim of successfully achieving the Company's goals and strategic directions.

2. Follow and assess the global and domestic economic environment as well as the Company's production and business performance. It will proactively analyze and evaluate developments to make accurate judgments and timely decisions, providing strategic direction to the Executive Board to achieve the highest operational efficiency.

3. Continue to closely direct efforts to speed up the investment process and exploitation of the Northern area of the Na Rua mine, aiming to supply iron ore to the steel plant as early as possible. This includes close coordination with the People's Committee of Cao Bang Province to complete the necessary procedures and bring the mine into operation—viewed as one of the Company's highest priorities to reduce dependency on external raw material sources.

4. Financial Restructuring: Implement financial solutions, cash flow management, and risk governance measures, etc. Work with credit institutions to restructure and extend debt, raise long-term capital, and ease the pressure from short-term loan interest. Seek



support from TKV, VIMICO, and local government departments to sustain the Company's production and business activities.

5. Accelerate the application of science and technology, encourage technical innovation initiatives to improve labor productivity, reduce production costs, and enhance overall business efficiency. Explore and apply digital transformation in the Company's management and production operations.

The above is the report of the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company on the evaluation of the implementation of the 2024 Annual General Meeting's resolutions, the Board's activities in 2024, and the orientation and operational plan for 2025, we respectfully invite valuable contributions and feedback from our esteemed shareholders and delegates to help improve the performance of the Board of Directors./.

Best regards!

**Recipient:**

- As above;
- Archive: Archivist; BOD.

**BEHALF. BOARD OF DIRECTORS  
CHAIRMAN**



Ngô Quốc Trung



No: 900 /BC-BKS

*Cao Bang, Jun2, 2025*

**BOARD OF SUPERVISORS' REPORT ON OPERATIONS IN 2024  
AND OPERATION PLAN FOR 2025**

Dear: The General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

Pursuant to the functions and duties of the Supervisory Board as stipulated in the Charter on the organization and operation of Cao Bang Cast Iron and Steel Joint Stock Company.

The Board of Supervisors respectfully reports to the General Meeting of Shareholders on its performance in 2024 and the operational orientation and plan for 2025 as follows:

**I. Organization and Operation of the Board of Supervisors**

- Member of Board of Supervisors in 2024: Total of 3 members, including

- |                         |                      |
|-------------------------|----------------------|
| (1) Mr. Hoang Van Sang  | - Head of the Board; |
| (2) Mr. Le Van Luong    | - Member;            |
| (3) Ms. Dao Thi Van Anh | - Member.            |

All members of the BOS are independent, do not hold any management positions, and do not work in the accounting department of the Company.

- The Charter on the organization and operation of the BOS was approved and issued by the General Meeting of Shareholders, serving as the foundation and basis for the Board's activities.

- The BOS's main responsibilities include: supervising the implementation of the Company's Charter and resolutions of the General Meeting of Shareholders; reviewing and assessing the performance of the BOD, the Management Board, and key executives; overseeing investment activities and business operations; selecting the independent auditor; and appraising the financial statements.

In 2024, members of the BOS made efforts to carry out their responsibilities based on the assigned functions and duties.

- Report on remuneration, operating expenses, and other benefits of the BOS: Implemented in accordance with the Resolution of the 2024 Annual General Meeting of Shareholders and disclosed in the Company's Corporate Governance Report and the Notes to the 2024 audited financial statements.

**II. Board of Supervisors' performance results in 2024**

**1. Monitoring the Implementation of the General Meeting of Shareholders Resolutions**





In implementing the resolutions of the Annual General Meeting of Shareholders, the Company achieved the following results:

No	Indicators	Unit	2024 plan	2024 actual	Actual/Plan
1	Revenue	Millions VND	3,056,958	2,188,863	72
2	Profit after tax	Millions VND	5,012	-160,349	-3,199
3	Payment to the State budget	Millions VND	69,546	39,954	57
4	Total salary fund	Millions VND	100,441	92,000	92
5	Average salary	Millions dong/person/month	10,46	10.36	99
6	Production of steel billets	Tons	205,000	170,240	83
7	Consumption of steel billets	Tons	220,000	164,758	75
8	Construction investment value	Millions VND	8,273	36,453.2	441
9	Implementation of exploitation of the North area of Na Rua iron mine	Millions VND	207,927	22,000	11

Thus, the performance indicators for 2024 all fell short of the planned targets. The main reasons include:

- Raw Material Supply: The southern area of the Na Rua iron ore mine has been depleted, while investment in the northern area has faced significant delays and has not yet commenced extraction. The Company is heavily dependent on externally sourced iron ore, which is limited in availability, inconsistent in quality, and associated with high purchase and transportation costs.

- Consumption: Both the demand and selling prices for steel billets in the external market declined. The consumption volume of SD295 billets reached only 43,433 tons, equivalent to 41% of the annual plan, resulting in lower-than-expected revenue and profit.

## **2. Evaluation of the Coordination Between the BOS, the BOD, the Board of Management, and the Result of Supervision Over BOD, Board of Management and Supervisors**

- The Board of Directors, the Board of Supervisors, and the Board of Management have maintained cooperative and constructive collaboration. All resolutions passed by the Board of Directors were supervised by the Board of Supervisors to ensure accuracy and proper implementation. The Board of Supervisors was invited to attend all meetings and was kept informed through the written consultation forms of the Board of Directors during the reporting period. The feedback and recommendations provided by the Board of Supervisors were acknowledged and incorporated into company operations.



- Supervisory Results by the BOS:

+ In 2024, the Board of Directors carried out management and governance activities in accordance with the company's plans. The Chairman of the Board and the Director clearly delegated responsibilities to each member of the Executive Board to ensure timely execution of tasks. Work progress was reported, reviewed, and monitored through meetings of the BOD and the Board of Management.

+ The management staff fulfilled their assigned roles and responsibilities appropriately and within their delegated authority, ensuring work efficiency. Based on the implementation of directives and plans, the management team regularly reported to the Board of Management and sought timely guidance for issue resolution.

### **3. Results of the Financial Statement Review for 2024**

- A number of key figures from the audited 2024 financial statements (details are provided in the General Meeting of Shareholders documents and public disclosures):

+ Total assets amounted to 1,966 billion VND, including current assets of 944 billion VND and fixed assets of 1,022 billion VND. Inventory was 893 billion VND, increasing by 100 billion VND compared to the beginning of the year due to a high volume of raw materials and steel billets in stock at year-end.

+ Liabilities totaled 1,689 billion VND, including short-term liabilities of 1,521 billion VND and long-term liabilities of 168 billion VND. The total outstanding principal loans and financial debts with banks at year-end stood at 782 billion VND.

+ Owner's equity was 277 billion VND, with accumulated losses of 153 billion VND;

+ Business results (revenue and profit) have been stated above.

+ Cash flows: Net cash flow from operating activities in 2024 was positive 65 billion VND; net cash flow from financing activities was negative 47 billion VND.

After reviewing and appraising the annual Financial Statements, the Board of Supervisors has the following opinions:

- The Board of Supervisors basically agrees with the figures in the 2024 Financial Statements prepared by Cao Bang Cast Iron and Steel Joint Stock Company and audited by BDO Vietnam Auditing Company Limited.

- The Supervisory Board notes the following contents:

+ The provision for inventory devaluation is relatively high considering the quantity of inventory and the fair value by types of unsold steel billets.

+ The Company should be cautious about risks in procurement, invoice receipt, and declaration, especially from suppliers which is small, newly established, limited transactions, etc.

+ The Company is currently at a very high financial risk level, as reflected by financial ratios such as current assets to current liabilities = 0.62; debt-to-equity



ratio = 6 times; inventories constitute a large portion but have low liquidity, liabilities and bank loans remain high, including foreign currency debts amid persistently high exchange rates; the upcoming capital requirements for the resettlement project, site clearance, and exploitation of the North Cao Bang iron mine area are substantial, while financial support is facing significant difficulties.

#### **4. Recommendations**

The members of the Board of Supervisors have upheld a strong sense of responsibility in performing their duties, demonstrating honesty and objectivity in their work. However, shortcomings in supervisory work are inevitable and require ongoing attention and improvement by the Board of Supervisors in the future. The Board has the following recommendations:

- Strengthen coordination among members of the Supervisory Board, and between the Board of Supervisors, the Board of Directors, the Executive Board, and departments.

- Continue improving corporate governance quality, exploring the application of digital transformation in management and production activities; optimize procurement and sales processes to enhance operational efficiency.

- Further improve mastery of production line technology, and control and reduce consumption in production; analyze and forecast output steel prices and coking coal prices; actively secure iron ore supply sources to plan reasonable inventory storage or product consumption strategies.

- Accelerate investment progress in exploiting the Northern area of the Na Rua iron mine.

- The Company should develop financial solutions to ensure liquidity and manage risks that negatively impact business performance; manage risks related to exchange rates and interest rates; expand relationships and credit lines with financial institutions; and seek support from the Corporation, as well as local authorities and agencies, for the Company's business and investment activities.

### **III. Board of Supervisors' Activity Plan for 2025**

Based on the Board of Supervisors' operations in 2024 and the Company's business operation plans for the upcoming years, the Board of Supervisors proposes the following activity plan for 2025:

- Supervise the implementation of the General Meeting of Shareholders' Resolutions; monitor compliance with the Company's Charter and State laws; oversee the enforcement of regulations, resolutions, and decisions issued by the Board of Directors.

- Inspect and supervise the execution of investment projects and the Company's production and business operations.

- Select the independent auditing firm. Additionally, conduct appraisal of the Company's financial statements on a periodic basis (quarterly/semi-annually/annually).



- Carry out other duties as stipulated by the Law on Enterprises and the Company's Charter, as well as those required by shareholders.

The above is the full report submitted by the BOS to the General Meeting of Shareholders. We respectfully request your comments and contributions so that the BOS can better fulfill the responsibilities entrusted by the shareholders, and we seek approval of this plan by the General Meeting.

The BOS would like to sincerely thank the General Meeting of Shareholders, the Board of Directors, the Management Board, departments, workshops, and all company employees for your continued support and cooperation in enabling us to fulfill our duties.

**BEHALF. BOARD OF SUPERVISORS**  
**HEAD OF BOARD OF SUPERVISORS**





No: 902/TTr - CISCO

Cao Bang, Jun2, 2025

**PROPOSAL**  
**Regarding the Selection of the Auditing Firm for the 2025 Financial**  
**Statements**

To: The General Meeting of Shareholders Cao Bang Cast Iron and Steel Joint Stock Company.

Based on the Law on Enterprises No. 59/2020/QH14;

Based on the Law on Securities No. 54/2019/QH14;

Based on the Charter on the Organization and Operation of Cao Bang Cast Iron and Steel Joint Stock Company, as approved by the General Meeting of Shareholders on October 11, 2006, and amended and supplemented for the fourth time under Decision No. 856/QD-GTCB dated July 21, 2021, issued by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

The Board of Supervisors respectfully submits to the 2025 Annual General Meeting of Shareholders for consideration the matter of selecting an independent auditing firm to audit the Company's 2025 Financial Statements as follows:

**1. Recommendation of Criteria for Selecting an Independent Auditing Firm:**

The Board of Supervisors proposes the following criteria to the General Meeting of Shareholders for the selection of an independent auditing firm:

- The auditing firm must have a reputable brand and be trusted by many public companies, with a team of highly qualified and experienced auditors.
- The firm must be approved by the State Securities Commission of Vietnam to audit entities with public interests in 2025.
- The firm should offer a reasonable audit fee, appropriate to the scope, content, and timeline of the Company's audit requirements.

**2. Recommendation of Independent Auditing Firms:**

Based on the above-mentioned criteria, the Supervisory Board proposes the following four independent auditing firms to be included in the shortlist for selection to audit the Company's 2025 financial statements as follows:

- BDO Audit Services Company Limited (BDO);



- Moore Aisc Auditing And Informatics Services Company Limited – Ho Chi Minh Branch;
- Viet Nam Auditing & Evaluation Company Limited;
- International Auditing And Valuation Company Limited.

**3. The Supervisory Board respectfully submits to the General Meeting of Shareholders.**

- Approval of the list of the four independent auditing firms mentioned above as the basis for selecting the audit service provider for the Company's 2025 financial statement.

- Approval of authorization for the Board of Supervisors to act as the focal point in coordination with the Company to select one of the four proposed independent auditing firms to perform the audit of the Company's 2025 financial statements.

Best regards!

***Recipient:***

- General Meeting of Shareholders;
- BOD members;
- Archive: Archivist, BOS.

**BEHALF. BOARD OF SUPERVISORS  
HEAD OF BOARD OF SUPERVISORS**



**Hoang Van Sang**



No: 901 /TTr-CISCO

Cao Bang, Jun2, 2025

**PROPOSAL**  
**Approval of the audited financial statements for the year 2024**

To: The General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

Pursuant to the Charter on the organization and operation of Cao Bang Cast Iron and Steel Joint Stock Company, as amended and supplemented for the fourth time, issued together with Decision No. 856/QĐ-GTCB dated July 21, 2021 by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

The Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company respectfully submits to the General Meeting of Shareholders for approval the Company's audited financial statements for the year 2024, which were audited by BDO Audit Services Company Limited with the main indicators including:

Items	Code	Closing balance	Opening balance
<b>I. Current assets</b>	<b>100-BCĐKT</b>	<b>944,189</b>	<b>840,872</b>
<b>II. Non-current assets</b>	<b>200-BCĐKT</b>	<b>1,022,074</b>	<b>1,120,878</b>
<b>III. Liabilities</b>	<b>300-BCĐKT</b>	<b>1,689,112</b>	<b>1,522,862</b>
1. Current liabilities	310-BCĐKT	1,521,320	1,262,009
2. Non-current liabilities	330-BCĐKT	167,792	260,853
<b>IV. Owners' equity</b>	<b>400-BCĐKT</b>	<b>277,151</b>	<b>438,888</b>
1. Owners' equity	410-BCĐKT	277,151	438,888
In which: Contributions of owners	411-BCĐKT	430,064	430,064
2. Retained earnings		(152,913)	8,824
<b>V. Total assets</b>	<b>270-BCĐKT</b>	<b>1,966,263</b>	<b>1,961,750</b>
<b>VI. Business results</b>		<b>Current period</b>	<b>Previous period</b>
1. Total revenue		2,188,863	2,617,635
2. Total expenses		2,349,212	2,615,403
3. Total profit before tax	50-BCKQKD	(160,349)	2,232
4. Net profit after corporate income tax	60-BCKQKD	(160,349)	1,615
<b>VII. Other items</b>			
1. Total payments to the State Budget		39,954	38.981
2. Pre-tax profit/Equity (%)			0.51
3. After-tax profit/ Equity (%)			0.37
4. Return on total assets (%)			0.08
5. Total liabilities /Equity (times)		6.09	3.47



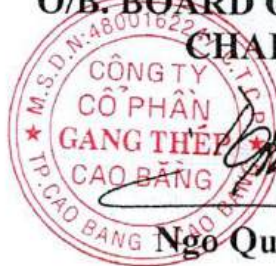
Respectfully submitted to the General Meeting of Shareholders of Cao Bang  
Cast Iron and Steel Joint Stock Company for consideration and approval./.

Sincerely!

***Recipients:***

- As above;
- Archive: Archivist.

**O/B. BOARD OF DIRECTORS  
CHAIRMAN**



**Ngô Quốc Trung**



No.: 898 /TTr-CISCO

Cao Bang, Jun2, 2025

**PROPOSAL**  
**For approval of the 2025 Construction Investment Plan**

To: The General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company

Pursuant to the Charter on the organization and operation of Cao Bang Cast Iron and Steel Joint Stock Company, as amended and supplemented for the fourth time, issued together with Decision No. 856/QD-GTCB dated April 21, 2021 by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company.

The Board of Directors respectfully submits to the General Meeting of Shareholders for consideration and approval of the 2025 Construction Investment Plan with the main indicators as follows:

1. Investment value implemented in 2024:

*Unit: Million VND*

No.	Project name	2024 Plan	2024 Actual	Difference (+/-)	Comparison (%)
	<b>TOTAL (1+2+3+4+5)</b>	<b>8,272.8</b>	<b>36,453.2</b>		<b>440.39</b>
1	Open-pit mining investment project at Na Rua iron mine – Cao Bang Cast Iron and Steel JSC – Vinacomin - Mineral Holding Corporation, reaching 350,000 tons/year	0	34,917	+ 34,917	
1.1	Land clearance cost – Waste dump No. 03	0	34.417		
1.2	Land clearance organizing cost – Waste dump No. 03	0	500		
2	Investment projects for production – Cao Bang Cast Iron and Steel JSC	6,542	1,288.76	- 5,253.76	
3	Construction of lime kiln for production	400	0		
4	Construction of automatic, continuous emission monitoring system at Cao Bang Cast Iron and Steel Complex	130.8	247.44	+ 116.64	
4.1	Package No. 04: Construction supervision consulting of the emission monitoring system		165.38		
4.2	Package No. 07: Auditing of project completion report	100.4	63		



No.	Project name	2024 Plan	2024 Actual	Difference (+/-)	Comparison (%)
4.3	Package No. 08: Final account appraisal	30.4	19.06		
5	Investment project for steel rolling line at Cao Bang Cast Iron and Steel Complex	1,200	0		

*Explanation for the Increase/Decrease in Costs According to the 2024 Plan:*

- Item 1: Increased by VND 34,917 million due to higher expenses for land clearance and related activities at Waste Dump No. 03. According to Article 9 of Resolution No. 586/NQ-GTCB-DHDCD dated April 27, 2023, the General Meeting of Shareholders approved the production and mining plan for the northern area of Na Rua iron mine, including land clearance costs for the northern zone and waste dump. The project is scheduled for implementation from 2023 to 2025. In 2024, the Company completed the land clearance for Waste Dump No. 03; therefore, these expenses were recorded under the basic construction costs of the project (Project: Open-pit mining investment at Na Rua iron mine – Cao Bang Cast Iron and Steel JSC – Vinacomin – Mineral Holding Corporation, with an annual capacity of 350,000 tons).

- Mục 2 Decreased by VND 5,253.76 million because the Production Support Investment Project – Cao Bang Cast Iron and Steel Joint Stock Company is scheduled for implementation in 2024 - 2025. In 2024, the Company completed contract signings and made advance payments to contractors. The amount of VND 5,253.76 million will be carried over to the 2025 investment plan.

- Item 3: Increased by VND 116.64 million due to the disbursement of supervision costs for the construction of the emission monitoring system in 2024.

## 2. Approval of the 2025 Construction Investment Plan:

*Unit: Million VND*

TT	Project name	Total investment	2024 Actual	2025 Plan	Comparison (%)
	<b>TOTAL (I+II)</b>		<b>36,453.2</b>	<b>369,643</b>	<b>1.011,8</b>
<b>I</b>	<b>Ongoing projects</b>			<b>365,611</b>	
1	Open-pit mining investment project at Na Rua iron mine – Cao Bang Cast Iron and Steel JSC – Vinacomin - Mineral Holding Corporation, reaching 350,000 tons/year	555,681	34,917	360,455	
2	Investment projects for production – Cao Bang Cast Iron and Steel JSC	7,196	1,288.76	5,156	
<b>II</b>	<b>New projects</b>			<b>4,032</b>	
1	Investment in steel ball casting production line	9,174		1,835	
2	Investment in production equipment for 2025	7,669		697	
3	Investment project for steel rolling line at Cao Bang Cast Iron and Steel Complex	351,913		1,500	



*(Detailed table of the 2025 Investment Plan attached).*

The Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company respectfully submits this report to the General Meeting of Shareholders for consideration and approval as the basis for implementation./.

Sincerely!

**Recipients:**

- As above;
- Archive: Archivist, BOD.

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



**Ngô Quốc Trung**





**DETAILED TABLE OF 2025 INVESTMENT PLAN**  
(Attached to Proposal No. 898/TTr-CISCO, Jun2, 2025)

Unit: Million VND

No.	Project name	Commencement - completion time (approved/expected)	Decision No.; Date of issuance, Issuing authority	Total investment (approved/expected)	Equity/ Total investment ratio (%)	Accumulated implementation as of 31/12/2024	Unit	Quantity	2025 investment plan							
									Total	Investment capital structure			Funding sources			
										Construction	Equipment	Other costs	Commercial loans	Owner's equity	Unit's welfare fund	Other sources
1	2	3	4	5	6	8	9	10	11	12	13	14	15	16	17	18
	<b>OFFICIAL PLAN</b>								369 643	11 272	9 271	349 100	5 382	360 961		
I	Group A projects															
II	Group B projects								360 455	10 355	2 500	347 600		357 155		
1	Open-pit iron ore mining project at Na Rua – Cao Bang Cast Iron and Steel Joint Stock Company – Vinacomin - Mineral Holding Corporation, with a capacity of 350,000 tons/year	2013-2027	No.: 80/QĐ-HDQT dated 26/10/2012	555.681	12,5%	237 474	DA	1	358 955	10 355	2 500	346 100		355 655		
1.1	Site clearance for the Northern area arcaage 21 ha								324 160			324 160		324 160		
1.2	Site clearance for Dumping site No. 03								2 500			2 500		2 500		
1.3	Costs for organizing compensation, support, and resettlement								5 803			5.803		5 803		
1.4	Preparation of the feasibility study report for construction investment								491			491		491		
1.5	Appraisal of the feasibility study report for construction investment								163			163		163		
1.6	Preparation of the adjusted construction drawing design								497			497		497		
1.7	Appraisal of the adjusted construction drawing design								176			176		176		
1.8	Diversion of Goong stream (Phase 1)								1 500			1 500		1 500		
1.9	Toe dike for Dumping site No. 03 (Phase 1)								4 780			4 780		4 780		
1.10	Road No. 01, sections A1, B1, C1 to the South dumping site (Dumping site No. 03 – 184 meters)								1 855	1 855				1 855		
1.11	Road No. 01, sections A2, B2, C2 connecting the Southern and Northern mining areas (for waste dumping and ore transport to the railway station – length 1 km)								5 000	5 000				5 000		
1.12	Compensation for domestic water system								1 300			1 300		1 300		
1.13	Compensation for Information Technology system								700			700		700		
1.14	Compensation and relocation of the 22/0.4kV power system															
	Cost for hiring consultant to prepare relocation plan for the 22/0.4kV power line								300			300				





No.	Project name	Commencement - completion time (approved/expected)	Decision No.; Date of issuance, Issuing authority	Total investment (approved/expected)	Equity/ Total investment ratio (%)	Accumulated implementation as of 31/12/2024	Unit	Quantity	2025 investment plan							
									Total	Investment capital structure			Funding sources			
										Construction	Equipment	Other costs	Commercial loans	Owner's equity	Unit's welfare fund	Other sources
	Construction cost of the 22/0.4kV power system								3 000	2 500	500					
1.15	Construction and installation of the water pumping system for the Northern mining area (35/6kV transformer station, 2.5MW, power line system, water pipeline, pump station with approx. 700 m3/h capacity and 120m head, floating pump station)								3 000	1 000	2 000			3 000		
1.16	Preparation of the environmental license application for Na Rua iron mine								475			475		475		
1.17	Preparation of the environmental impact assessment report (adjusted)								495			495		495		
1.18	cost estimate for unexploded ordnance clearance								67			67		67		
1.19	Unexploded ordnance clearance – Northern mining area (Phase 1)								2 605			2.605		2 605		
1.20	Supervision of unexploded ordnance clearance works – Northern mining area (Phase 1)								88			88		88		
III	Group B projects								9.188	917	6.771	1.500	5.382	3.806	-	-
1	Investment in steel rolling line at Cao Bang Cast Iron and Steel Complex	2025-2026		350 913	30%	300	DA	1	1 500			1 500		1 500		
2	Investment in production equipment – Cao Bang Cast Iron and Steel JSC	2024-2025	No. 87/QĐ-CISCO dated 06/2/2024	7 196	30%	1 288	DA	1	5 156		5 156		3 609	1 547		
3	Investment in steel ball casting line	2025		9.174	30%		DA	1	1.835	917	917		1 284	550		
4	Investment in production equipment for 2025	2025	-	7.669	30%	-	DA	1	697		697		488	209		
4.1	Procurement and installation of medium-voltage inverter and dust filtration phase 1 of steelmaking			2 750					275		275					
4.2	Procurement and installation of medium-voltage inverter and dust filtration – before blast furnace			2 310					231		231					
4.3	Procurement of pickup truck for production			766					77		77					
4.4	Procurement of 16–18 seat passenger vehicle			1 146					115		115					



**PROPOSAL**

**Remuneration for the BOD and BOS in 2024 and Remuneration Plan for 2025**

To: The General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

Based on the Charter on the Organization and Operation of Cao Bang Cast Iron and Steel Joint Stock Company, as amended and supplemented for the fourth time, issued together with Decision No. 856/QD-GTCB dated July 21, 2021 by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

Based on the Resolution of the 2024 Annual General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company No. 682/NQ-DHDCD dated April 24, 2024;

The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the remuneration payment for the BOD and BOS in 2024, and the remuneration plan for 2025, as detailed below:

**1. Remuneration Payment for the Board of Directors and Board of Supervisors in 2024:**

The Company did not pay remuneration to the Board of Directors and Board of Supervisors in 2024. Due to the business operations resulting in a loss in 2024, the Company prioritized allocating capital for production and business activities. Therefore, the Board of Directors and Board of Supervisors unanimously agreed not to receive any remuneration. The remuneration for the Board of Directors and Board of Supervisors in 2025 will be determined based on the 2025 business performance and submitted by the Board of Directors at the 2026 Annual General Meeting of Shareholders.

**2. Remuneration Plan for the Board of Directors and Supervisory Board in 2025 as follow:**

The remuneration for the Chairman of the Board, members of the Board of Directors, Head of the Supervisory Board, and non-executive members of the Board of Supervisors is tentatively calculated at 20% of the planned salary of full-time Company managers.



No	Title	Salary level for planned remuneration determination VND/person/month	Proportion	Number	Remuneration (VND/person/month)	Remuneration (VND/year)
1	Chairman of BOD	36,000,000	20%	01	7,200,000	86,400,000
2	Member of BOD	30,000,000	20%	04	6,000,000	288,000,000
3	Head of BOS	30,000,000	20%	01	6,000,000	72,000,000
4	Member of BOS	28,000,000	20%	02	5,600,000	134,400,000
	<b>Total</b>			<b>08</b>		<b>580,800,000</b>

(In words: Five hundred eighty million, eight hundred thousand VND./.)

Respectfully submitted to the 2025 Annual General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company for review and approval./.

Best regards!

**Recipient:**

- As above;
- Archive: Archivist, BOD.

**BEHALF BOARD OF DIRECTORS  
CHAIRMAN**



*[Signature]*  
**Ngo Quoc Trung**



No.: 904 /TTr-CISCO

Cao Bang, Jun2,2025

**PROPOSAL**

**For approval of the Economic Contract for the purchase and sale of  
metallurgical coke for the period 2025 – 2026 with the Vinacomin – Mineral  
Holding Corporation**

To: General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock  
Company.

Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020;

Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26,  
2019;

Pursuant to the Charter on Organization and Operation of Cao Bang Cast  
Iron and Steel Joint Stock Company, as amended and supplemented for the fourth  
time, issued together with Decision No. 856/QD-GTCB dated July 21, 2021 by the  
Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

Pursuant to the 2025 Business and Production Plan. It is projected that  
approximately 80,000 tons of metallurgical coke per year will be used for  
production at Cao Bang Iron and Steel Complex.

In order to ensure the continuity of the Company's business and production  
operations, the Board of Directors respectfully submits to the General Meeting of  
Shareholders for consideration and approval the Economic Contract for the  
purchase and sale of metallurgical coke for the period 2025–2026 with Vinacomin  
– Mineral Holding Corporation, as a basis for implementation.

Accordingly: The General Meeting of Shareholders authorizes the Board  
of Directors of the Company to: (i) Approve the standard contract; (ii) Approve  
the implementation process, plan, and method of product consumption as the  
basis for signing the Economic Contract for the purchase and sale of  
metallurgical coke for 2025-2026 with TKV Minerals Corporation - JSC, in  
accordance with the actual production and business conditions of the Company,  
legal regulations, the Company's Charter, and the Resolution of the 2025 Annual  
General Meeting of Shareholders.

*(Attached is the draft contract for reference).*





Respectfully submitted to the General Meeting of Shareholders of Cao Bang  
Cast Iron and Steel Joint Stock Company for consideration and approval./.

Sincerely!

**Recipients:**

- As above;
- Archive: Archivist.

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



The stamp is a red circular seal. The outer ring contains the text "M.S.D.N: 460 2247" at the top and "TP. CAO BANG" at the bottom. The inner circle contains the text "CÔNG TY CỔ PHẦN GANG THÉP CAO BẮNG" in Vietnamese. A handwritten signature is written over the stamp.

**Ngo Quoc Trung**





**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence - Freedom - Happiness**

**(“Draft”) COKE PURCHASE AND SALE CONTRACT**  
**No.: /VIMICO - CISCO/2025**

Pursuant to the Civil Code dated November 24, 2015;

Pursuant to the Commercial Law dated June 14, 2005, as amended and supplemented in 2017 and 2019;

Pursuant to the Law on Enterprises dated June 17, 2020;

Pursuant to Resolution No. /NQ-DHDCD dated / /2025 of the 2025 Annual General Meeting of Shareholders — Cao Bang Cast Iron and Steel Joint Stock Company;

Pursuant to Resolution No. /NQ - CISCO dated / /2025 of the Board of Directors of CISCO;

Pursuant to Resolution No. /NQ - VIMICO dated / /2025 of the Board of Directors of VIMICO;

Pursuant to the capabilities and needs of Parties.

Today, on 2025, at the headquarters of VIMICO, we include:

**SELLER : VINACOMIN – MINERAL HOLDING CORPORATION**

(Hereinafter referred to as the “**Seller or Party A or VIMICO**”)

Address : No. 193 Nguyen Huy Tuong Street, Thanh Xuan Trung Ward, Thanh Xuan District, Hanoi City, Vietnam.

Telephone : 0462 876666 ; Fax: 0462883333

Tax code : 0100103087.

- Account No. : 112000054351, at Vietinbank - Hai Ba Trung Branch

- Account No. : 1600073585, at BIDV - Transaction Office No. 3 Branch

- Account No. : 0021000243133, at Vietcombank - Hanoi Branch

- Account No. : 0571104010005, at MB Bank - Hoan Kiem Branch

- Account No. : 170114851000017, EximBank - Long Bien Branch, Hanoi.

- Account No. : 4522666888, at VP Bank

Representative : Mr. **Trinh Van Tue** Position: General Director.

**BUYER : CAO BANG CAST IRON AND STEEL JOINT STOCK COMPANY**

(Hereinafter referred to as the “**Buyer or Party B or CISCO**”)

Address : 52 Kim Dong Street, Hop Giang Ward, Cao Bang City, Cao Bang Province, Vietnam.

Telephone : 0206.3953.369 ; Fax: 0206.3953.268

Tax code : 4800162247

- Account No. : 33010000017892, at BIDV, Cao Bang Branch.

- Account No. : 35256660666666, at MB Bank, Hoan Kiem Branch.

- Account No. : 39476789, at VP Bank.



Representative: Mr. **Nguyen Van Phuong**

Position: Director

Both Parties have agreed and voluntarily entered into this Contract for the purchase and sale of metallurgical coke (hereinafter referred to as the "**Contract**") under the following terms and conditions:

**Article 1. Goods for sale**

1. Name of goods: Metallurgical coke (hereinafter referred to as "**COKE**").

2. Origin, source: COKE shall be legally produced in Vietnam and/or legally imported into Vietnam from foreign countries. The supplied COKE must clearly state the manufacturer and origin (Specifying the country or territory).

3. Specifications, quality of COKE:

3.1. Packaging specifications: Bulk cargo, unpackaged.

3.2. Goods quality: COKE must meet the Quality standards specified in Table 1 below:

Table 1. COKE quality standards

No.	Component name	Symbol	Unit	Requirement	Measured as...
1	Fixed carbon	FC	%	$\geq 83.5$	Dry ton
2	Sulfur	S	%	$\leq 0.8$	Dry ton
3	Ash	A	%	$\leq 13.5$	Dry ton
4	Volatile Matter	V	%	$\leq 1.8$	Dry ton
5	Natural Moisture	W	%	$\leq 7$	Actual ton
6	Particle size $25 \div 80$ mm	$\phi$	%	$\geq 90$	Dry ton
6.1	Particle size $<$ (less than) 25 mm	$\phi$	%	$< 5$	Dry ton
6.2	Particle size $25 \div 40$ mm	$\phi$	%	$< 20$	Dry ton
6.3	Particle size $>$ (greater than) 80 mm	$\phi$	%	$< 5$	Dry ton
7	Rotational intensity	M40	%	$\geq 76$	Dry ton
8	Shatter resistance	M25	%	$\geq 88$	Dry ton
9	Falling intensity	M10	%	$\leq 8.5$	Dry ton
10	Coke strength after reaction	CSR	%	$\geq 60$	Dry ton
11	Coke reactivity index	CRI	%	$\leq 30$	Dry ton

**Note:** In the above table symbol  $\leq$  means less than or equal to; symbol  $\geq$  means greater than or equal to; symbol  $<$  means less than; symbol  $>$  means greater than; symbol  $\div$  means range; Dry basis/0% moisture basis means the quantity after subtracting natural moisture (without the water content in the COKE); actual ton means the actual quantity of the COKE as weighed (including its natural moisture content).

4. Sale quantity and supply timeframe:

4.1. Tentative sale quantity: **100.000 dry basis ton (0% moisture basis).**

4.2. Actual transaction quantity: Based on the actual production needs of CISCO and the ability of VIMICO to procure COKE from its suppliers. The actual weekly, monthly, quarterly, and annual quantities will be specified according to CISCO's



purchase orders and VIMICO's procurement capabilities.

#### 4.3. Supply schedule, duration:

From the effective date of this Contract until June 30, 2026, or until CISCO successfully holds the 2025 Annual General Meeting of Shareholders (whichever occurs later). The specific supply schedule shall be in accordance with CISCO's purchase orders and VIMICO's ability to procure from suppliers.

#### Article 2. Sale price of goods

##### 1. Price at the time of contract signing by both Parties (A&B):

1.1. Provisional unit price (excluding VAT but including other applicable taxes, fees, and charges - if any); delivery at Party B's warehouse (address:.....) is **VND 10,000,000/dry basis ton of COKE** (*Ten million Vietnamese dong per dry basis ton of COKE*).

1.2. Provisional contract value (including 10% VAT and other applicable taxes, fees, and charges - if any); delivery at Party B's warehouse (address:.....):

Value of goods: 100,000 ton × VND 10,000,000/ton = VND 1,000,000,000,000

VAT (10%) = VND 100,000,000,000

Total provisional contract value = VND 1,100,000,000,000

*(In words: One trillion, one hundred billion Vietnamese dong.)*

##### 2. Official sale price of goods:

##### 2.1. Official sale price:

2.1.1. The unit price of COKE under this Contract shall be determined based on the market price at the actual time of each transaction + (plus) commercial costs (such as tendering/bidding costs, auction participation costs, ...) - if applicable to this Contract. Commercial costs (if any) shall be included in the selling price of each batch delivered monthly, quarterly, at the end of the financial year, or upon final settlement of the Contract.

##### 2.1.2. Market price shall be determined as follows:

The unit price of COKE (under this Contract) shall be the sale price at which Party A procures COKE to supply Party B (under this Contract) from the supplier. This price shall be based on the procurement results of Party A (i.e., supplier selection) through bidding, quotation, ... In accordance with the Law on Procurement or the Regulation on Materials Management/Procurement Procedures issued by the Board of Directors or General Director of VIMICO (including any amendments, supplements, or replacements after the date of contract signing - if any).

3. The official contract value shall be determined specifically based on the actual quantity delivered, the official unit price, and the actual quality of each batch delivered under this Contract and the contract between Party A and Party C.

#### Article 3. Goods delivery and receipt

1. Delivery Party: By Party A or by Suppliers selling COKE to Party A for resale to Party B under this Contract (hereinafter referred to as "**Party C/Supplier/NCC**") at each time Party A successfully organizes a purchase and is shown in the Purchase Contract between Party A and Party C. In this case, the Purchase Contract signed between Party A and Party C, when provided to Party B, shall be understood and deemed as an inseparable Appendix to this Contract (except for any terms or provisions that conflict with those set forth in this Contract and/or Party B's purchase orders).



2. Delivered and receipted goods: Based on the actual condition of the COKE delivered by Party A (or Party C, as designated by Party A) to Party B at Party B's warehouse.

3. Delivery and receipt location: At Party B's warehouse located in Cao Bang Steel Complex (Address: Km7, National Highway 4A, Chu Trinh Commune, Cao Bang City, Cao Bang Province).

4. Delivery and receipt method: COKE shall be delivered and received using Party A's (or Party C's) means of transportation. Party B shall be responsible for organizing and bearing the cost of unloading and transporting the COKE into its warehouse.

5. Delivery schedule: The goods shall be supplied and delivered in multiple shipments/batches, in line with CISCO's actual production demand. The quantity and delivery schedule of each batch shall be based on CISCO's purchase orders and subject to the supply capacity of VIMICO/Suppliers at the time of each successful procurement by Party A.

6. Determination of actual delivered quantity:

6.1. Determination of actual wet weigh of COKE: To be determined by CISCO's electronic truck scale at the delivery location. The delivered quantity shall be recorded in the Delivery and Receipt Minutes, signed by representatives of Party A (or Party C, as designated by Party A) and Party B. In the event of unexpected malfunction of this scale, another certified weigh station in Cao Bang Province shall be used to determine the actual quantity, and weighing costs (if any) shall be borne by Party B.

Actual delivered quantity (**wet COKE**) = (equal) total quantity of vehicle and COKE (unit: tons/quintals/kilograms) - (minus) vehicle quantity (unit: tons/quintals/kilograms).

6.2. Determination of actual dry quantity of COKE (0% moisture basis): The actual transaction quantity of COKE shall be calculated based on its dry quantity (0% moisture). Dry quantity COKE (0% moisture basis) = (equal) Wet quantity COKE (unit: tons/quintals/kilograms) - (minus) water content (% H<sub>2</sub>O) in COKE (unit: tons/quintals/kilograms).

Dry COKE (0% moisture content) = COKE (wet) - (minus) COKE (wet) × (multiple) % H<sub>2</sub>O

The actual moisture content of the goods (% H<sub>2</sub>O) is the proportion of water (expressed as % quantity) retained in COKE. The actual moisture content shall be determined through sampling and analysis by an independent inspection organization and/or joint sampling by both Parties, and confirmed in a **Moisture Determination Report** (or a legally equivalent document).

7. Delivery/receipt time of goods: Specific delivery and receipt time each day (including weekends, holidays, and Tet - if necessary) shall be discussed and agreed upon directly by the delivery and receipt representatives of both Parties (Party B & Party A and/or Party C).

8. Delivery period: From the effective date of this Contract until the Contract expires pursuant to Article 10 herein.

9. Shipment: The COKE quantity under this Contract shall be delivered in multiple shipments/batches; each batch shall be approximately **1,250 +/- (plus or minus) 10% dry tons** (0% moisture basis). The specific delivered quantity for each batch (even outside the 1,250 +/- 10%) shall be agreed upon by Party B and Party A (or Party C — as designated by Party A) through direct discussion (or via phone, SMS, gmail, ...) based on CISCO's actual production needs and Party A's (or Party C's) supply capability.

#### **Article 4. Inspection of delivered goods' quality**



1. The quality of delivered COKE shall be determined based on the sampling and analysis results identifying the specification and quality indicators as specified in Article 1 of this Contract.

2. The quality of COKE shall be sampled, analyzed, and determined for specification and quality indicators, and shall be inspected and settled on a per-shipment basis.

3. The sampling and analysis of specification and quality indicators for each shipment/batch of delivered goods under this Contract shall be carried out by 01 (one) or more independent inspection organizations that are legally operating in Vietnam and are qualified to inspect COKE. The inspection shall be conducted at the delivery site. The independent inspection organization shall be selected, designated, and notified by CISCO to Party A along with the purchase order or prior to Party A's issuance of the Invitation to Bid or Request for Quotation, ..., to publicly inform suppliers.

4. The screening and determination of COKE particle size shall be jointly carried out by both Parties in coordination with the independent inspection organization (if necessary) directly at the delivery location.

5. Procedures for weighing supervision, sampling, and sample analysis:

Certified true copies of the weighing supervision procedures and the sampling and sample analysis procedures (for moisture determination, particle size determination, and quality analysis) of the independent inspection organization shall be included in the inspection contract between Party B and the independent inspection organization. These documents shall also be provided to Party A along with the purchase order or prior to Party A's issuance of the Invitation to Bid or Request for Quotation, ..., for the purpose of public disclosure to suppliers before participating in bidding or quotation.

6. The inspection costs for COKE quality shall be borne jointly by Party B and Party A (or Party C) in a 50/50 ratio. Party B shall make a 100% advance payment of the inspection cost to the independent inspection organization, and Party A (or Party C) shall reimburse Party B 50% of the inspection cost either by bank transfer and/or by offsetting it against the value of COKE that has been accepted and settled by Party B.

### **Article 5. Payment**

1. Currency: Vietnamese Dong ("dong/VND/VNĐ")

2. Payment method: By bank transfer and/or by mutual debt offset between the two Parties (A & B), and/or by three-party debt offset (A & B & C).

4. Payment timeline and schedule: Within 45 (forty-five) days from the date both Parties sign the acceptance and settlement record for the delivered batch of COKE.

5. Commitment of Party B: Party B commits to selling to Party A, during the effective term of this Contract, a minimum of 100,000 tons (with a monthly average of  $8,000 \pm 5\%$  tons) of commercial-standard steel billets at prices agreed upon by both Parties based on the current or most recently known market prices under the same (or equivalent) delivery and payment conditions, in order to ensure 100% debt offset against the payment for COKE under this Contract.

6. In the event that, for any reason, by the 75th (seventy-fifth) day from the invoice date of any batch of COKE, the cumulative value of the steel billets (or pig iron) supplied by Party B to Party A for debt offset under this Contract is less than the cumulative value of COKE already delivered by Party A, then Party B shall pay interest on the delayed payment at a rate of 0.6% per month. However, the maximum period of such interest shall not exceed 15



(fifteen) days from the due payment date.

7. Invoice: Party A shall issue the VAT invoice for the goods sold and send it to Party B after both Parties sign the acceptance report confirming the quantity and quality of the delivered batch.

#### **Article 6. Responsibilities of the Parties**

##### **1. Responsibilities of Party A:**

- Timely notify Party B in writing (or via direct phone call, portal message, Email, Zalo, ...) of the result of Party A's procurement of COKE through bidding, quotation, etc., for supply to Party B under this Contract;

- Timely notify Party B of the contract signed between Party A and Party C.

- Ensure delivery of goods in accordance with the agreed quantity, quality, and schedule.

- Coordinate with Party B to urge Party C to take back any COKE that does not meet the required specifications and quality, which is rejected or returned by Party B at the end of each delivery day (*if any*).

- Coordinate with Party B to urge Party C to make supplementary delivery of COKE that meets the required specifications and quality, in full quantity and within the timeframe as notified by Party A/Party B (*if any*).

##### **2. Responsibilities of Party B:**

- On a monthly basis, no later than the 20th of each month (if this falls on a non-working day, it shall be moved to the next working day), Party B shall send a notice to Party A regarding the COKE demand plan for the following month (contents to include: estimated remaining COKE inventory by month-end, production plan, COKE demand, and purchase order for the next month's COKE supply for production). Party B shall be solely responsible if a COKE shortage disrupts continuous production due to failure to notify or place orders on time, resulting in Party A's inability to procure COKE for supply.

- On a quarterly basis, prior to the 20th of the last month of each quarter (adjusted to the next working day if falling on a holiday), Party B shall send a notice to Party A regarding the next quarter's production plan and COKE demand (contents include: estimated COKE inventory at the end of the quarter, production plan, COKE usage plan, purchase order for the next quarter's COKE supply, ...).

- Determine and notify the maximum purchase price (price ceiling) for COKE upon Party A's request. In this case, Party B shall bear legal responsibility for the ceiling price it determines and notifies to Party A; and shall also bear responsibility for any COKE shortage disrupting continuous production caused by an unrealistic ceiling price, leading to Party A's failure to procure COKE.

- Select and enter into a contract with an independent inspection organization that meets the required legal capacity and experience, and provide Party A with a notice including the weighing supervision procedure, sampling procedure, and sample analysis procedure before Party A prepares the Invitation to Bid, Request for Quotation, ... for COKE procurement under this Contract.

- Fully prepare personnel, equipment for weighing, quality inspection, and warehouse facilities for receiving goods.



- Ensure full and timely payment to Party A.

#### **Article 7. Authorization and acceptance of authorization**

1. In the event that Party A signs a COKE sales contract with Party C for resale to Party B under this Contract, Party A shall authorize, and CISCO shall accept authorization, to perform the following tasks:

1.1. Directly contact and organize the delivery and receipt of goods under this Contract with Party C in accordance with the contract between Party A and Party C.

1.2. Provide guidance to and manage Party C's delivery representatives (including those hired by Party C for transportation, if any) when entering the delivery/receipt area under CISCO's management;

1.3. Coordinate with Party C in training on internal rules and occupational safety regulations, and require Party C's delivery representatives (including any third-party transporters hired by Party C, if any) to strictly comply with CISCO's regulations and instructions when entering the delivery area; bear full legal responsibility and all risks involved in the event of violations causing injury or damage to themselves or to the people or property of others; in case of violations resulting in damage to CISCO or any third party, full compensation for such damage shall be required;

1.4. Organize the unloading of goods from the transport vehicle promptly in order to release the means of transport for Party A (or Party C);

1.5. Coordinate with Party C to resolve any issues (if any) arising during the delivery and receipt of goods and/or to perform other authorized tasks as delegated by VIMICO;

1.6. Jointly with Party C and the independent inspection organization, carry out weighing, recording, compiling, cross-checking, preparing, and signing of delivery and receipt documentation (weighing slips, warehouse receipt notes, daily delivery and receipt records, and delivery summaries for each lot) with Party C;

1.7. Together with the independent inspection organization and Party C, collect, process, and divide samples in accordance with this Contract and the contract between Party A and Party C.

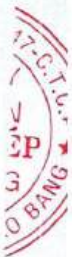
1.8. Jointly with Party C, supervise the sampling process by the independent inspection organization, analyze and determine the moisture content, specifications, and quality of delivered goods, and prepare and sign the moisture determination records as per this Contract and the contract between Party A and Party C;

1.9. Receive, inspect, manage, and archive the documentation certifying the origin and provenance of the delivered COKE in accordance with this Contract and the contract between Party A and Party C;

1.10. Reconcile, agree upon, prepare, and sign the official record of specification and quality confirmation of the delivered lot with Party C in accordance with this Contract and the contract between Party A and Party C;

1.11. Perform other tasks (if any) as notified by VIMICO to CISCO and/or as otherwise agreed upon in the COKE sales contract signed between Party A and Party C;

2. The actual quantity and quality of COKE mutually agreed upon and confirmed by CISCO and Party C shall concurrently be deemed the actual quantity and quality of COKE confirmed by CISCO and Party A, and shall serve as the basis for the Parties (A&B; B&C) to determine and agree upon the official value of COKE traded between





VIMICO and CISCO under this Contract; at the same time, it shall also serve as the basis for determining and agreeing upon the official value of COKE traded between Party A and Party C.

3. VIMICO reserves the full right to unilaterally decide to change any part or the entirety of the authorized contents and scope mentioned above at any time, provided that the authorized tasks have not yet been performed.

#### **Article 8. Force majeure**

1. A force majeure event refers to any event, circumstance, or situation that occurs objectively after the signing of this Contract, is beyond the control and reasonable foresight of the Parties, and cannot be overcome despite all necessary and possible measures having been taken, thereby causing the affected Party to be unable to perform part or all of its obligations under the Contract.

2. A force majeure event includes, but is not limited to, the following events, circumstances, or situations or others of a similar nature, provided that they satisfy the conditions set out in Clause 1 of this Article:

(a) Storms, cyclones, floods, droughts, earthquakes, tsunamis, abnormally severe weather, or any other natural disaster;

(b) Fire, explosion, epidemic requiring quarantine as prescribed by competent authorities;

(c) War (declared or undeclared), invasion, armed conflict, or hostile acts by foreign powers;

(d) Acts of terrorism, blockade, embargo, riot, rebellion, sabotag;

(e) Strikes, walkouts, assaults, factory blockades;

(f) Decisions of competent state authorities.

3. When a force majeure event occurs, the affected Party must notify the other Party at the earliest possible time. Within 05 (five) days from the occurrence of the event, the affected Party must provide written notice to the other Party detailing the event, its impact on the affected Party's performance under the Contract, and propose remedial measures. This written notice must be accompanied by documentation issued by a competent authority at the location of the force majeure event confirming its occurrence.

Within 02 (two) days after the force majeure event ends, the affected Party must send a written notice to the other Party confirming the termination of the event. Within the next 07 (seven) days, the affected Party must provide the other Party with a written confirmation of the force majeure event issued by a competent authority at the place where the event occurred. This confirmation must describe the event, its location, time of occurrence and duration, consequences, and its impact on the performance of the Contract, etc.

If the affected Party fails to fully perform the notification and document provision obligations in accordance with this Clause, it shall forfeit its right to exemption from liability under Clause 5 of this Article.

4. During the force majeure period, the affected Party shall provide the other Party with regular reports on the implementation of remedial measures to prevent or mitigate the impact of the event and other information reasonably requested by the other Party. The Parties shall continue to perform their obligations under the Contract to the extent permitted by actual



circumstances and shall take all reasonable measures to fulfill unaffected parts of the Contract.

5. Except for the obligation to make payment for goods or services already rendered prior to the occurrence of the force majeure event and/or other related monetary obligations (if any), the Party that fails to perform its obligations under this Contract due to the force majeure event shall be exempted from liability.

6. If a Party is unable to perform its contractual obligations for a continuous period of 90 (ninety) days from the occurrence of the force majeure event, either Party has the right to issue written notice to the other Party at least 15 (fifteen) days in advance to unilaterally terminate the Contract. The Contract shall be deemed terminated on the date specified in the termination notice.

After the termination notice is sent, the Parties shall continue to perform any outstanding obligations up to the date of termination, except for those obligations that are exempted from liability. For the avoidance of doubt, under no circumstances shall either Party be exempted from the payment obligations referred to in Clause 5 of this Article, whether the Contract is terminated or not.

#### **Article 9. Governing law and dispute resolution**

**1. Governing law:** This Contract and all obligations arising from or in connection with it shall be governed by the laws of Vietnam.

**2. Dispute resolution:** In the course of performance, if any dispute arises, the Parties shall promptly notify each other and make every effort to resolve the issue through amicable negotiation within 10 (ten) working days from the date the dispute arises. If the dispute cannot be resolved through negotiation, then within 30 (thirty) working days from the conclusion of the unsuccessful negotiation, either Party has the right to submit the dispute to a competent Court or Arbitration for resolution. The decision of the Court (or Arbitration) shall be final and binding on both Parties. All costs related to the dispute resolution at Court or Arbitration (including attorney fees) shall be borne by the losing Party.

#### **Article 10. Contract effectiveness**

This Contract shall become effective on the date of signing by both Parties and shall terminate upon the mutual agreement of the Parties as recorded in the final settlement and liquidation minutes (or any other equivalent document of similar legal effect).

#### **Article 11. Miscellaneous provisions**

1. Neither Party shall have the right to amend or supplement this Contract without the prior written consent of the other Party. Any amendment or supplement shall only be valid when agreed upon in writing by both Parties.

2. Any Party that unilaterally changes, violates the terms of this Contract, or cancels/terminates this Contract without a legitimate reason and without the other Party's consent, shall be liable to compensate the other Party for all resulting damages.

3. This Contract is made in 08 (eight) original copies in Vietnamese, each having equal legal validity, with each Party retaining 04 (four) copies for implementation.

**IN WITNESS WHEREOF**, the Parties have agreed to execute this Contract on the date stated at the top of this Contract./.



**REPRESENTATIVE OF PARTY A**  
**General Director**

**REPRESENTATIVE OF PARTY B**  
**Director**

**Trinh Van Tue**

**Nguyen Van Phuong**



**PROPOSAL**

**For approval of the Economic Contract for the purchase and sale of steel  
billets for the period 2025 – 2026 with the Vinacomin – Mineral Holding  
Corporation**

To: General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020;

Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26, 2019;

Pursuant to the Charter on Organization and Operation of Cao Bang Cast Iron and Steel Joint Stock Company, as amended and supplemented for the fourth time, issued together with Decision No. 856/QD-GTCB dated July 21, 2021 by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

Pursuant to the Framework Contract for the purchase and sale of steel billets No. 138/VIMICO-CISCO/2024 dated July 1, 2024, between Vinacomin - Mineral Holding Corporation and Cao Bang Cast Iron and Steel Joint Stock Company, which was approved by the 2024 Annual General Meeting of Shareholders;

Pursuant to the Company's 2025 Business and Production Plan.

In order to ensure the continuity of the Company's business and production operations, the Board of Directors respectfully submits to the General Meeting of Shareholders for consideration and approval the Economic Contract for the purchase and sale of metallurgical coke for the period 2025–2026 with Vinacomin – Mineral Holding Corporation, as a basis for implementation.

Accordingly: The General Meeting of Shareholders is requested to authorize the Board of Directors to: (i) Approve the draft contract; (ii) Approve the implementation process, plan, and method of product consumption as a basis for signing the Economic Contract for the purchase and sale of steel billets for the period 2025–2026 with Vinacomin – Mineral Holding Corporation, in accordance with the actual production and business conditions of the Company, applicable laws, the Company's Charter, and the Resolution of the 2025 Annual General Meeting of Shareholders.

*(Attached is the draft contract for reference).*



Respectfully submitted to the General Meeting of Shareholders of the Company for consideration and approval./.


Sincerely!

***Recipients:***

- As above;
- Archive: Archivist.

**ON BEHALF OF THE BOARD  
OF DIRECTORS**



  
Ngo Quoc Trung



**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence - Freedom - Happiness**

**DRAFT**

**GOODS PURCHASE AND SALE CONTRACT**

No.: /VIMICO - CISCO/2025

Pursuant to the Civil Code dated November 24, 2015;

Pursuant to the Commercial Law dated June 14, 2005, as amended and supplemented in 2017 and 2019;

Pursuant to the Law on Enterprises dated June 17, 2020;

Pursuant to Resolution No. /NQ - VIMICO dated / /2025 of the 2025 Annual General Meeting of Shareholders - Vinacomin – Mineral Holding Corporation;

Pursuant to Resolution No. /NQ-DHDCD dated / /2025 of the 2025 Annual General Meeting of Shareholders - Cao Bang Cast Iron and Steel Joint Stock Company;

Pursuant to Resolution No. /NQ - VIMICO dated / /2025 of the Board of Directors of Vinacomin – Mineral Holding Corporation.

Pursuant to the capabilities and needs of Parties.

Today, on 2025, at the headquarters of ....., we include:

**SELLER : CAO BANG CAST IRON AND STEEL JOINT STOCK COMPANY**

(Hereinafter referred to as the “Party A or CISCO”)

Address : 52 Kim Dong Street, Hop Giang Ward, Cao Bang City, Cao Bang Province, Vietnam.

Telephone : 0206.3953.369 ; Fax: 0206.3953.268

Tax code : 4800162247

- Account No. : 33010000017892, at BIDV, Cao Bang Branch.

- Account No. : 35256660666666, at MB Bank, Hoan Kiem Branch.

- Account No. : 39476789, at VP Bank.

Representative : Mr. Nguyen Van Phuong Position: Director

**BUYER : VINACOMIN – MINERAL HOLDING CORPORATION**

(Hereinafter referred to as the “Party B or VIMICO”)

Address : No. 193 Nguyen Huy Tuong Street, Thanh Xuan Trung Ward, Thanh Xuan District, Hanoi City, Vietnam.

Telephone : 0462 876666 ; Fax: 0462883333

Tax code : 0100103087.

- Account No. : 112000054351, at Vietinbank - Hai Ba Trung Branch

- Account No. : 1600073585, at BIDV - Transaction Office No. 3 Branch

- Account No. : 0021000243133, at Vietcombank - Hanoi Branch

- Account No. : 0571104010005, at MB Bank - Hoan Kiem Branch

- Account No. : 170114851000017, EximBank - Long Bien Branch, Hanoi.



- Account No. : 4522666888, at VP Bank

Representative : Mr. **Trinh Van Tue**

Position: General Director.

Both Parties have agreed and voluntarily entered into this Contract for the purchase and sale of steel billets (hereinafter referred to as the "**Contract**") under the following terms and conditions:

### **Article 1. Goods for sale**

1. Name of goods: Various types of steel billets (including liquid iron - if any).

2. Origin: The steel billets are manufactured by CISCO at the Cao Bang Integrated Iron and Steel Complex, located at Km7, National Highway 4A, Chu Trinh Commune, Cao Bang City, Cao Bang Province, Vietnam.

3. Specifications and quality of goods

#### 3.1 Goods specifications

- Rectangular bars shape, square cross-section, individually stacked.
- Cross-sectional dimensions: 150 mm x 150 mm. Tolerance: +/- 5 mm
- Length:  $\leq 6,330$  mm (specific to Buyer's order). Tolerance: +/- 100 mm
- Diagonal deviation: Maximum 10 mm.
- Corner radius or chamfer:  $R \leq 15$  mm.
- Total curvature: Maximum 10 mm/meter.
- Twist: Maximum 01 degree/meter.
- Surface condition: No warping, cracks, folds, or pores larger than 2 mm. Ends of billets must not be shrunken. Surface must be clean and free of scale.

- Marking, labeling: As per the manufacturer's regulations. Party A must clearly indicate the batch number and heat number on each billet to facilitate Party B's quality inspection.

- Actual specifications may vary from those declared in the Sales Contract (if any).

#### 3.2. Goods quality:

- In accordance with CISCO's internal standards (TCCS) for steel grades used in its business operations under Decision No. 1033/QĐ-CISCO dated August 14, 2024, and/or other TCCS issued by CISCO during the contract execution (if any).

- For products with specifications or qualities different from CISCO's TCCS (if any): According to the written proposal from VIMICO and subject to CISCO's production and supply capacity. This document shall be considered an integral part of the Contract.

- According to Party B's order and accepted by Party A, based on applicable standards in Vietnam, China, Japan, Russia, the United States, Germany, Italy, France, the UK, the EU, or other relevant standards for specific steel grades; at least 1 month prior to the earliest delivery date and specified in detail in each Contract Appendix.

### 4. Sale quantity:

4.1. Tentative sale quantity: **150,000 tons.**

4.2. Actual transaction quantity: Based on the actual production, consumption demand of CISCO and market conditions. The monthly, quarterly, and annual purchase quantities shall be implemented according to the Sales Contracts between Party B and



third-party customers purchasing steel billets (under this Contract) from Party B (hereinafter referred to as "Party C").

## **Article 2. Sale price of goods and contract value**

### **1. Price at the time of contract signing by both Parties (A&B):**

Provisional unit price (excluding VAT but including other applicable taxes, fees, and charges - if any) at the time of contract signing between both Parties (A&B) is: **VND 13,000,000 dong/tons of steel billets that meet the specifications and quality requirements stated in Article 1 of the Contract.**

2. Provisional contract value (including 10% VAT and other applicable taxes, fees, and charges - if any) is **VND 2,145,000,000,000 (In words: Two trillion, one hundred, forty-five billion Vietnamese dong).**

### **3. Official sale price:**

3.1. Official unit price: The official unit price of goods under this Contract shall be based on the market price at the time each transaction occurs - (minus) capital/financial/commercial costs (costs for organizing/participating in auctions, quotations, price negotiations - if any) related to this Contract. Capital/financial/commercial costs (if any) shall be deducted from the sales price of the monthly, quarterly shipments or at the end of the fiscal year, or upon contract settlement, or reimbursed by Party A to Party B through other mutually agreed forms/methods.

### **3.2. Market price shall be determined as follows:**

3.2.1. The unit price of steel billets (under this Contract) shall be the price at which Party B sells steel billets (under this Contract) to Party C, determined based on the result of price auctions, quotations, or price negotiations conducted by Party B in accordance with the sales regulations issued by VIMICO's Board of Directors (including any amendments, supplements, or replacements made after this Contract is signed - if any).

3.2.2. The unit price of steel billets (under this Contract) shall be the price at which Party B sells steel billets (under this Contract) to Party C, determined based on the result of auctions, quotations, or price negotiations organized by Party C. In this case, based on Party C's financial and commercial requirements, Party B shall consult and reach an agreement with Party A before participating in such auctions, quotations, or price negotiations.

4. The official value of this Contract shall be determined based on the actual quantity delivered, official unit price, and actual quality of the delivered lots under this Contract and the contract between Party B and Party C.

## **Article 3. Goods delivery and receipt**

1. Receiving Party: The Receiving Party shall be Party B or Party C at each instance where Party B successfully organizes a sale, as reflected in the Sales Contract between Party B and Party C. In this case, the Sales Contract signed between Party B and Party C and submitted to Party A shall be considered an Appendix to this Contract (except for provisions that conflict with the content and terms of this Contract), and shall be binding upon both Parties who shall be jointly obligated and responsible for implementation.

### **2. Delivery and receipt method and location:**



2.1. The goods shall be delivered on the transport vehicle of Party B (or Party C as designated by Party B) at the warehouse of Party A (address: Cao Bang Steel Complex – Km 7, National Highway 4A, Chu Trinh Commune, Cao Bang City, Cao Bang Province). Loading/unloading costs and risks of loss or damage of the goods shall transfer from Party A to Party B (or Party C) from the moment the goods are loaded onto the transport vehicle of Party B (or Party C as designated by Party B) as prescribed in this Contract.

2.2. Delivery and receipt at another location: In the event Party C requests delivery at a different location and/or by a different method, and Party A has agreed to this prior to Party B entering into a contract with Party C, then the method and place of delivery and receipt shall follow the Sales Contract between Party B and Party C. In such case, the point of transfer of costs and risks of loss or damage to the goods shall be from Party A to Party B (or Party C) from the moment the goods are unloaded from Party A's transport vehicle (and/or that of the transport service provider) at the designated delivery location agreed upon by Party B and Party C in the contract signed between them. Party A shall be responsible for organizing and arranging personnel, lifting equipment, loading/unloading, transportation, escorting, security, and insurance of goods (if any), and for bearing the cost of delivering the goods to Party C, ensuring smooth and timely delivery in accordance with the requirements set forth in the contract between Party B and Party C. The quantity of goods in this case shall be determined based on the actual weight at the delivery point; the unit price shall include all related costs such as loading/unloading, transportation, insurance, escort, and security. The goods shall be delivered to Party C at the designated delivery location.

2.3. Transportation of goods to the delivery location specified in Clause 2.2 of this Article:

a) Party B shall assist Party A in selecting and entering into a contract (or may authorize Party A to do so) for the transportation of goods from Party A's warehouse to the delivery location designated by Party C and shall pay transportation fees to the transport service provider (hereinafter referred to as "**Transport Party**" / "**Party D**").

b) CISCO shall be responsible for organizing, managing, insuring, preserving, and securing the goods during transport and shall bear all risks, losses, and arising costs (if any) from the time Party D receives the goods from Party A at the delivery point until delivery is completed to Party C. CISCO shall also reimburse VIMICO for transportation costs VIMICO has paid to Party D, as specified in Clause 2.3 of this Article.

c) Provisional unit transportation price (excluding VAT) is: **VND 450,000/tons of steel billets.**

d) Official unit transportation price:

According to the contract signed between VIMICO and the Transport Party. The Transport Party shall be selected by VIMICO via bidding, competitive offering, or direct contracting, in accordance with the "Regulation on Selection of Suppliers of Goods, Products, and Services Not Belonging to Investment Projects" issued by VIMICO under Decision No. 243/QĐ-VIMICO dated March 14, 2024 (including any amendments, supplements, or replacements, if any). The transportation price shall be determined and settled monthly or by shipment, depending on actual implementation.

e) Issuance of VAT invoice for transportation services:

Within 05 working days from the date of receipt of the VAT invoice issued by



the Transport Party, Party B shall issue and send Party A the VAT invoice for the transportation service;

### 3. Supply schedule and delivery plan:

3.1. Supply schedule: The quantity of goods under this Contract shall be supplied by Party A to Party B from July 2025 until the end of June 2026 (or until Party A successfully organizes its 2026 General Meeting of Shareholders — whichever comes later). Specific monthly, quarterly, and yearly schedules shall be implemented according to the contract between Party B and Party C.

In case Party A cannot deliver and/or Party B (or Party C - as designated by Party B) cannot receive the goods as scheduled due to objective reasons, Party B shall reach an agreement with Party C to adjust the delivery time accordingly; such agreement shall concurrently serve as the agreement between Party A and Party B.

3.2. Delivery batches: Goods shall be delivered in multiple times/lots/shipments, ensuring quantities comply with Article 1 of this Contract. Each shipment shall be no less than 1,000 +/- 5% tấn (or as per the quantity agreed upon between Party B and Party C if under 1,000 tons).

3.3. Daily delivery hours: From 07:00 AM to 10:30 PM daily (excluding holidays and Tet). If Party B (and/or Party C, as designated by Party B) wishes to receive goods outside of this timeframe, it must notify Party A's delivery representative at least 14 hours in advance to allow Party A to arrange personnel and loading equipment (if possible).

4. Delivery plan: At least 01 (one) day prior to delivery, Party B shall notify Party A of the receiving unit (Party C), and the quantity to be delivered via a Delivery Notice sent to Party A.

5. Delivery plan: The quantity of delivered goods shall be determined based on the actual weight measured by a suitable electronic scale at the delivery location. Party B (or Party C) shall send their staff to the delivery location to coordinate with Party A in monitoring, recording, and signing the Delivery and Receipt Minutes.

### **Article 4. Inspection, quality verification, and goods warranty**

#### 1. Certificate of quality:

Party A shall provide Party B (or Party C) with all certifications (*Mill test*) issued by the Manufacturer for each shipment immediately after the delivery of that shipment is completed. In case Party B's order requires additional quality inspection by an independent inspection agency operating in Vietnam, and such inspection must be conducted by Party A prior to delivery, then the inspection cost shall be borne by Party A.

#### 2. Re-inspection and Quality claim procedure:

##### 2.1. Re-inspection:

Party B (or Party C) is entitled to conduct its own re-inspection or request an independent inspection agency operating in Vietnam to carry out re-inspection of the goods' quality at the delivery site or at its own warehouse, in accordance with the sampling and inspection procedures of such agency. Party B (or Party C) shall bear all costs related to this re-inspection.

##### 2.2. Quality claim procedure:

In case of discrepancies in quality, Party B (or Party C) must submit a written quality complaint to Party A, accompanied by the inspection certificate/report of the



independent inspection agency (or the result of self-inspection), within 07 (seven) working days from the date the two Parties complete delivery of the relevant shipment. If Party B fails to lodge a written complaint within this time frame, it shall be deemed to have accepted that the goods conform to the Manufacturer's certificate (*Mill test*) provided by Party A and/or any inspection certificate/report issued by the independent inspection agency engaged by Party A, as specified in Clause 1 of Article 4.

2.3. Party A shall be responsible for handling quality complaints from Party B within 05 (five) working days from the date of receiving the written complaint from Party B (or Party C). If Party A fails to verify the complaint within this period, it shall be deemed to have accepted the complaint raised by Party B (or Party C).

In case Party A disagrees with the quality complaint from Party B (or Party C), Party A must issue a written notice of non-acceptance. Within 05 (five) working days from the date of such notice, the Parties (Party A and Party B or Party C) shall jointly agree to appoint one of the independent inspection agencies specified in Clause 3 of this Article to carry out sample collection and inspection as scheduled by the agency, following its procedures, under the supervision of both Parties. The inspection results provided by the agreed agency shall be binding on all Parties.

Based on the inspection results of the mutually appointed agency, if the inspection certificate/report confirms that the goods are defective, Party A shall bear all related inspection costs. Conversely, if the certificate/report confirms the goods are compliant, all related inspection costs shall be borne by Party B.

### 3. Inspection agencies:

The official inspection agency jointly agreed by both Parties to be the official inspection agency for the quality of goods (if any in case of a dispute over the quality of goods) shall be one of the following entities:

- Testing and Industrial Inspection Center of Institute of Energy and Mining Mechanical Engineering - Vinacomin (TVCI) - Address: No. 565, Nguyen Trai Street, Thanh Xuan District, Hanoi;
- Hanoi Branch of Vinacontrol Group Corporation (Vinacontrol) - Address: No. 96 Yet Kieu Street, Hai Ba Trung District, Hanoi;
- Directorate for Standards, Metrology and Quality — Technical Center for Standards, Metrology and Quality 1 (Quatest 1) - Address: No. 08 Hoang Quoc Viet Street, Cau Giay District, Hanoi;
- SGS Vietnam Co., Ltd - Address: 119 — 121 Vo Van Tan Street, Ward 6, District 3, Ho Chi Minh City (herein after called as SGS Vietnam) [- Applicable in case of dispute over CT5 $\pi$ C steel billets supplied internally by TKV to VMC.]

4. Party B (or Party C) has the right to return to Party A any quantity of steel billets that fail to meet quality standards (if any). Party A shall be responsible for accepting the return of such substandard billets (at Party B's warehouse or the designated recipient's warehouse, on Party A's transport vehicle).

5. Goods warranty: In the event that the steel billets fracture or break during rolling or drawing at the production facility of Party B (or Party C), Party B (or Party C) shall immediately cease use of the affected goods, preserve their condition, and promptly notify Party A for coordination. The Parties shall meet at a mutually agreed time at Party B's (or Party C's) production facility to discuss and implement appropriate remedial actions, with the aim of minimizing losses for both Parties (if



any).

6. Documents related to the quality complaint resolution process may initially be exchanged via fax, email, or zalo for timely resolution. However, the original hard copies must be sent to the other Party as soon as possible.

## **Article 5. Advances and Payments**

### **1. Advances for goods purchase:**

1.1. Advance payment (hereinafter referred to as "**Advances**" in this Contract and related documents) shall be understood as the amount paid by Party B to Party A for goods under this Contract before the transfer of ownership of the goods from Party A to Party B (or to Party C - as designated by Party B). The point at which Party A transfers ownership of the goods to Party B (or Party C) shall be deemed the time when Party A completes the delivery of goods, as evidenced by the Goods Delivery and Receipt Record signed by representatives of both Party A and Party B (or Party C), and Party A has issued and sent the corresponding Value-Added Tax invoice for the goods to Party B.

1.2. Advances amount: Party B shall advance to Party A an amount not exceeding 60% of the provisional contract value as specified in Clause 2, Article 2 of this Contract.

1.3. The timing and amount of each advances shall be reviewed and mutually agreed upon by the Parties, based on Party A's request and Party B's financial capacity.

1.4. Advances discount (capital/financing cost):

1.4.1. Advance payment discount shall be understood as the amount in VND that Party A deducts for Party B when Party B makes advance payments under this Contract (hereinafter referred to as the "**discount amount**").

1.4.2. Discount amount ( $T_{CK}$ ) is determined as follows:

$$T_{CK} = \text{Actual advance amount paid by Party B} \times (\text{multiplied}) \text{ Discount rate (\%/year)} \times (\text{multiplied}) \text{ Number of advance days : (divided) 365}$$

In which:

- Actual advance amount paid by Party B is the actual amount transferred by Party B to Party A (including any amount owed by Party A to Party B that the Parties have mutually agreed to convert into an advance payment - if any).

- Discount rate:

Is calculated equivalent to Party B's short-term borrowing interest rate at BIDV - Transaction Office 3 (or any other bank mutually agreed upon by the Parties if Party B does not borrow from BIDV), applicable for each discount calculation period.

- Number of advance days:

Is calculated from the date Party B transfers the advance to Party A (or the date both Parties agree to convert debt into an advance payment - if any) to the date Party B deducts the advance from the payable amount, in accordance with this Contract.

1.4.3. The monthly/periodic discount amount shall be specified and confirmed by both Parties in a **written agreement on discount value** as per this Contract.

1.4.4. The total discount amount under this Contract shall be finalized by both Parties at the end of the fiscal year and/or upon final settlement of the Contract.

1.4.5. Documentation recording the payment and receipt of the discount shall be prepared in accordance with relevant laws and regulations.

1.5. The advance payment amount shall be gradually deducted in accordance with the



principle specified in Point 2.5, Clause 2 of this Article.

## **2. Deferred payment for goods purchase:**

2.1. Deferred payment means that Party B shall make payment for the goods under this Contract to Party A after both Parties have completed the transfer of ownership of the goods (i.e., after the delivery and receipt of goods has been completed) and Party B has received the provisional Value-Added Tax invoice for the goods, or Party B makes payment after the Parties have completed the settlement of the value of each batch of delivered goods under the Contract and Party B has received the adjusted VAT invoice (if any) issued by Party A.

2.2. Payment currency: Vietnamese dong ("VND/VNĐ").

2.3. Payment method: Shall be made via bank transfer and/or by offsetting debts (if any). Party B shall bear the cost of the bank transfer and all related banking fees and charges (if any) arising from the payment transfer to Party A.

2.4. Payment schedule:

2.4.1. First payment: Party B shall pay up to 95% of the provisional value of the delivered batch within 30 working days from the date on which the Parties have completed the delivery (or provisional delivery) of the batch, and Party B has received the VAT invoice reflecting the provisional value of the batch issued and sent by Party A.

2.4.2. Final payment: Party B shall pay Party A the remaining value of the batch (if any) within 30 days from the date on which the Parties sign **the Settlement Record for the batch (or an equivalent document of similar legal validity)**.

2.5. Payment documentation for each batch:

- Payment request letter from Party A to Party B (only required for bank transfer payments).
- Original Goods delivery and receipt record of billet steel between Party A and Party B (or Party C).
- Original Record confirming and agreeing upon the batch quality (or another legally equivalent document) between Party A and Party B (or Party C).
- Original Settlement Record of the final batch value between Party A and Party B.
- Valid and legal VAT invoice for the actual goods sold and purchased, issued by Party A and sent to Party B.

2.6. Issuance of VAT invoices for goods

2.6.1. Buyer's information: As stated at the beginning of this Contract and/or as updated by Party B in written notifications during Contract performance (if any).

2.6.2. Issuance of provisional VAT invoices for goods:

a) Quantity on provisional invoice Shall reflect the quantity of billet steel of various types already delivered (or provisionally delivered) and received (or provisionally received) by Party B (or Party C). If, due to objective reasons, the Parties (A & B or C) have not completed delivery of the batch but Party B (or Party C) needs to provisionally receive and store the goods at Party A's warehouse, then the quantity shall be determined based on the average weight of the billet bars. In this case, the quantity on the provisional VAT invoice shall be understood as the provisional quantity of steel billets.

b) Provisional unit price: Shall be the provisional unit price agreed between Party



B and Party C under their sales contract;

c) VAT rate: In accordance with applicable laws effective at the time of the actual sale transaction (at the time ownership is transferred).

d) Content and timing of invoice issuance: Shall follow the provisions of relevant applicable laws.

#### 2.6.3. Issuance of VAT invoices to adjust issued provisional VAT invoices:

After Party A and Party B (or Party C) determine the actual quantity of steel billets delivered (for which a provisional invoice was issued) and/or after both Parties sign the official Settlement Record for the batch (or an equivalent legal document), Party A shall issue an adjusted VAT invoice (either increasing or decreasing) reflecting changes in quantity, unit price, total value of goods, and VAT amount as compared to the provisional invoice.

2.6.4. The VAT Invoice may be adjusted multiple times but the final adjusted invoice must reflect the accurate and actual quantity and value of goods transacted (delivered and received) between the Parties.

2.6.5. Invoice recipient email: [Lamtchc@gmail.Com](mailto:Lamtchc@gmail.Com) and [dungntt.vimico@gmail.com](mailto:dungntt.vimico@gmail.com)

### **Article 6. Responsibilities of the Parties**

#### 1. Responsibilities of Party A:

1.1. Be legally responsible for the origin, source, and ownership of the goods sold to Party B/Party C;

1.2. Deliver to Party B the full quantity of goods as specified in Article 1 of the Contract. Fully perform the obligations and responsibilities stated in the Contract.

1.3. Facilitate Party B (and/or Party C) during the delivery and receipt process. Guide and manage Party B or Party C's representatives (including any individuals hired by Party B/Party C for goods transportation - if any) when entering the delivery and receipt area under Party A's management;

1.4. Be responsible for ensuring that the electronic scale used meets all legal requirements.

1.5. Be ultimately responsible for the quality of goods delivered to Party B's customers and coordinate with Party B and other relevant parties to resolve any complaints from Party B's customers.

1.6. Promptly update and notify Party B of any unusual changes in the quantity and quality of the manufactured goods.

1.7. Upon Party B's request, provide Party B with a declaration of origin issued by the domestic manufacturer/supplier of raw materials, in the format specified in Appendix X of Circular No. 05/2018/TT-BCT dated April 3, 2018, issued by the Ministry of Industry and Trade on rules of origin (and/or in accordance with any amendments, supplements, or replacements issued during the execution of this Contract - if any) .

1.8. Confirm the actual quantity of goods delivered and received, and prepare a Confirmation Record of the value of each batch/contract in accordance with the terms specified in this Contract;

1.9. Closely coordinate with Party B (or Party C) to resolve any issues (if any) arising during the delivery/receipt or execution of the Contract.

1.10. Issue VAT invoices for the goods in accordance with regulations;

1.11. On a monthly basis, no later than the 20th of each month (or the next



working day if the 20th falls on a holiday), provide Party B with a notification of the consumption demand plan for the following month (including: estimated inventory of steel billets by the end of the current month, production plan, consumption plan, ...).

1.12. On a quarterly basis, before the 20th of the last month of each quarter (or the next working day if the 20th falls on a holiday), provide Party B with a notification of the consumption plan for the next quarter (including: estimated inventory of billet steel at the end of the quarter, production plan, quarterly consumption plan,...).

1.13. Determine and notify Party B of the floor selling price of billet steel upon Party B's request. In this case, Party A shall bear full legal responsibility for the floor price it determines and provides to Party B.

1.14. Fulfill all other obligations as agreed upon in this Contract and in accordance with applicable laws.

## 2. Responsibilities of Party B:

a) Notify Party A of the delivery and receipt schedule.

b) Make payment to Party A for the goods in accordance with the quality and quantity received as stipulated in the Contract. Fully perform the obligations and responsibilities stated in the Contract.

## Article 7. Authorization and acceptance of authorization

1. In the event that Party B enters into a steel billets sale contract under this Contract with Party C, Party B shall authorize, and CISCO shall accept the authorization, to perform the following:

1.1. Directly contact and organize the delivery and receipt of goods under this Contract with Party C in accordance with the contract between Party B and Party C.

1.2. Guide and manage the representative(s) receiving goods on behalf of Party C (including those hired by Party C for goods transportation, if any) when entering the delivery area under CISCO's management (if delivery occurs at Party A's warehouse); or coordinate with Party C to guide and manage the representatives of the transportation service provider (hereinafter referred to as/abbreviated as "VT") during the delivery, receipt, and transportation of goods under this Contract and the contract between Party A and Party C, when on the road and in the delivery area under CISCO and Party C's management.

1.3. Require Party C's representative (or the VT) to strictly comply with CISCO's and Party C's regulations and instructions when entering the delivery area; be fully liable before the law and for any associated risks in the event of violations causing damage to themselves or to the persons or property of Party C or CISCO; in the event that a violation causes damage to the persons or property of Party C, CISCO, or any third party, they must compensate Party C and CISCO for the full value of such damages;

1.4. Coordinate with Party C and the VT to resolve any issues (if any) during the goods delivery/receipt process and/or in the performance of authorized tasks from VIMICO.

1.5. Weigh, record, summarize, reconcile, prepare, and sign delivery and receipt documentation (including Weighing Slips, Warehouse Release Notes, Daily Delivery and Receipt Minutes, and Summary Delivery and Receipt Reports for each batch) with Party C (or the VT);

1.6. Together with Party C, collect, process, divide samples, and send them for



arbitration analysis in the event that Party C makes a quality-related complaint under the terms of this Contract and the contract between Party B and Party C.

1.7. Together with Party C, reconcile, agree upon, prepare, and sign confirmation minutes on the actual quantity and quality of the delivered goods batch in accordance with this Contract and the contract between Party B and Party C;

1.8. Together with the VT, inspect and accept the transported quantity and value of goods in accordance with the contract between Party B and the VT.

1.9. Perform other tasks (if any) as notified by VIMICO to CISCO and/or as otherwise agreed in the goods sale contract under this Contract signed between Party B and Party C;

2. The actual quantity and quality of goods delivered and received, jointly confirmed by CISCO and Party C, shall serve as the basis for determining and agreeing upon the value of goods sold under this Contract between VIMICO and CISCO, and between Party B and Party C under the contract between Party B and Party C.

3. The actual quantity and quality of goods transported and received, jointly confirmed by CISCO and the VT, shall serve as the basis for determining and agreeing upon the transportation cost of goods under this Contract between VIMICO and CISCO, and between Party B and the VT under the contract between Party B and the VT.

4. VIMICO shall have full discretion to unilaterally amend any or all of the contents and scope of the above authorization at any time, provided the authorized tasks have not yet been carried out.

#### **Article 8. Force majeure**

1. A force majeure event refers to any event, circumstance, or situation that occurs objectively after the signing of this Contract, is beyond the control and reasonable foresight of the Parties, and cannot be overcome despite all necessary and possible measures having been taken, thereby causing the affected Party to be unable to perform part or all of its obligations under the Contract.

2. A force majeure event includes, but is not limited to, the following events, circumstances, or situations or others of a similar nature, provided that they satisfy the conditions set out in Clause 1 of this Article:

(a) Storms, cyclones, floods, droughts, earthquakes, tsunamis, abnormally severe weather, or any other natural disaster;

(b) Fire, explosion, epidemic requiring quarantine as prescribed by competent authorities;

(c) War (declared or undeclared), invasion, armed conflict, or hostile acts by foreign powers;

(d) Acts of terrorism, blockade, embargo, riot, rebellion, sabotag;

(e) Strikes, walkouts, assaults, factory blockades;

(f) Decisions of competent state authorities.

3. When a force majeure event occurs, the affected Party must notify the other Party at the earliest possible time. Within 05 (five) days from the occurrence of the event, the affected Party must provide written notice to the other Party detailing the event, its impact on the affected Party's performance under the Contract, and propose remedial measures. This written notice must be accompanied by documentation issued by a competent authority



at the location of the force majeure event confirming its occurrence.

Within 02 (two) days after the force majeure event ends, the affected Party must send a written notice to the other Party confirming the termination of the event. Within the next 07 (seven) days, the affected Party must provide the other Party with a written confirmation of the force majeure event issued by a competent authority at the place where the event occurred. This confirmation must describe the event, its location, time of occurrence and duration, consequences, and its impact on the performance of the Contract, etc.

If the affected Party fails to fully perform the notification and document provision obligations in accordance with this Clause, it shall forfeit its right to exemption from liability under Clause 5 of this Article.

4. During the force majeure period, the affected Party shall provide the other Party with regular reports on the implementation of remedial measures to prevent or mitigate the impact of the event and other information reasonably requested by the other Party. The Parties shall continue to perform their obligations under the Contract to the extent permitted by actual circumstances and shall take all reasonable measures to fulfill unaffected parts of the Contract.

5. Except for the obligation to make payment for goods or services already rendered prior to the occurrence of the force majeure event and/or other related monetary obligations (if any), the Party that fails to perform its obligations under this Contract due to the force majeure event shall be exempted from liability.

6. If a Party is unable to perform its contractual obligations for a continuous period of 90 days from the occurrence of the force majeure event, either Party has the right to issue written notice to the other Party at least 15 (fifteen) days in advance to unilaterally terminate the Contract. The Contract shall be deemed terminated on the date specified in the termination notice.

After the termination notice is sent, the Parties shall continue to perform any outstanding obligations up to the date of termination, except for those obligations that are exempted from liability. For the avoidance of doubt, under no circumstances shall either Party be exempted from the payment obligations referred to in Clause 5 of this Article, whether the Contract is terminated or not.

#### **Article 9. Dispute resolution**

1. Party A and Party B shall be responsible for resolving any disputes arising between the two parties through negotiation and conciliation.

2. If such resolution is unsuccessful, then within 60 working days from the date negotiations are deemed unsuccessful, either Party shall have the right to submit the dispute to a competent court in accordance with the laws of Vietnam for settlement. The court's judgment shall be final and binding on both Parties. All costs and expenses related to the court proceedings (including attorney fees) shall be borne by the losing Party.

#### **Article 10. Miscellaneous provisions**

1. Neither Party shall have the right to amend or supplement this Contract without the prior written consent of the other Party. Any amendment or supplement shall only be valid when agreed upon in writing by both Parties.

2. Any Party that unilaterally changes, violates the terms of this Contract, or cancels/terminates this Contract without a legitimate reason and without the other Party's consent, shall be liable to compensate the other Party for all resulting damages.



3. This Contract shall take effect from the date of signing until **June 30, 2026**, or after the conclusion of the Annual General Meeting of Shareholders in 2026 - **whichever comes later**.

4. This Contract is made in 08 (eight) original copies in Vietnamese, each having equal legal validity, with each Party retaining 04 (four) copies for implementation purposes.

**The Parties hereby agree to sign this Contract on the date stated at the top of this Contract./.**

**REPRESENTATIVE OF PARTY A  
DIRECTOR**

**REPRESENTATIVE OF PARTY B  
GENERAL DIRECTOR**

**Nguyen Van Phuong**

**Trinh Van Tue**

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**PROPOSAL**

**Approval of the capital plan for implementing the production and mining plan in the Northern area of Na Rua Iron Mine for the 2025–2026 period**

To: The General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

Pursuant to the Charter on the organization and operation of Cao Bang Cast Iron and Steel Joint Stock Company, as amended and supplemented for the fourth time, issued together with Decision No. 856/QD-GTCB dated July 21, 2021 by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the capital plan to implement the production and mining plan in the Northern area of Na Rua Iron Mine for the 2025–2026 period, with the details as follows:

- Pursuant to Resolution No. 586/NQ-GTCB-DHDCD dated April 27, 2023, of the 2023 Annual General Meeting of Shareholders approving the production and mining plan in the Northern area of Na Rua Iron Mine. Accordingly, the production and mining plan for the Northern area of Na Rua Iron Mine includes a total estimated cost of site clearance and compensation for 75 hectares amounting to **VND 1,142.23 billion** (*comprising: VND 826 billion for compensation and site clearance, VND 250 billion for earth and rock removal in preparation for production, VND 50 billion to support the resettlement area, and VND 16 billion for auxiliary works*).

- During the 2025–2026 period, the Company will carry out site clearance for 21 hectares out of 75 hectares, with an estimated total cost of **VND 630 billion** (*including VND 350 billion for site clearance compensation; VND 30 billion for other expenses to bring the Northern mining site into operation; and VND 250 billion for earth and rock removal in preparation for production*) detailed as follows:

- Bank loan from Bank for Investment and Development of Vietnam (BIDV) – Cao Bang Branch (for the item: cost of earth and rock removal in preparation for production): **VND 174 billion**

- Equity capital for implementing Phase 1: **VND 456 billion**

*(A cost summary table is attached).*



Respectfully submitted to the 2025 Annual General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company for consideration and approval./.

Sincerely!

***Recipients:***

- As above;
- Archive: Archivist, BOD.

**O/B. BOARD OF DIRECTORS  
CHAIRMAN**



  
**Ngo Quoc Trung**



**Capital Utilization Requirement Table**  
**Construction Investment Projects in 2025**  
*(Attached to proposal No. 907 TTr-CISCO, Jun2,2025)*

NO	Items	Area (ha)	Value	Disbursed before December 31, 2024	Total capital requirement for 2025	Capital utilization requirement											
						2025											
						T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12
1	Support for compensation costs for the Na Rua iron mine resettlement project	15,1	50,20	32,00	18,20		18,20										
2	Na Rua Iron Mine Open-Pit Mining Investment Project		423,92	35,00	361,54	2,50	-	2,00	0,30	2,54	-	2,05	0,50	145,92	87,18	100,26	18,30
2.1	Site clearance of Waste Dump No. 3	9,5	38,14	35,00	2,50	2,50											
2.2	Cost of hiring organization for site clearance of the North mining area	21	8,50		8,50			1,70		1,70		1,70					3,40
2.3	Site clearance of the North mining area (Area: 21 ha)	21	350,90		324,16									138,69	85,22	100,26	
2.4	Prepare project amendment documents	311,59	0,50		0,50			0,15				0,35					
2.5	Cost for verification of project adjustment documents		0,15		0,15								0,15				
2.6	Prepare the adjusted construction drawing design	311,59	0,50		0,50			0,15					0,35				
2.7	Cost for verification of adjusted construction drawing design		0,15		0,15									0,15			
2.8	Preparation and approval of the Environmental Impact Assessment report (adjusted)	311,59	1,00		1,00				0,30					0,70			
2.9	Project: Goong Stream Diversion		4,78		4,78									1,43			3,35
2.10	Works: Toe Berm of Waste Dump No. 03		1,50		1,50									0,45			1,05
2.11	Work: Roads, water supply and treatment systems, electricity,...		15,00		15,00									4,50			10,50
2.12	Cost of mine clearance	37,98	2,80		2,80					0,84					1,96		





NO	Items	Area (ha)	Value	Disbursed before December 31, 2024	Total capital requirement for 2025	Capital utilization requirement											
						2025											
						T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12
3	Investment Project for the Steel Rolling Mill Line at Cao Bang Iron and Steel Complex	1,9	179,80	-	1,00			0,15			0,50			0,35			
3.1	Consulting for preparing the Project Feasibility Study Report		0,50					0,15			0,35						
3.2	Consultancy for preparing the Environmental Impact Assessment report of the project		0,50								0,15			0,35			
	Total (1+2+3)		653,92		380,74	2,50	18,20	2,15	0,30	2,54	0,50	2,05	0,50	146,27	87,18	100,26	18,30

*Funding sources: Equity capital and other sources*



# SUMMARY COST TABLE FOR EARTH AND ROCK EXCAVATION, DRILLING - BLASTING, LOADING, AND TRANSPORTATION WORKS

(Attached to proposal No.: 907 /TTr-CISCO, Jun, 2025)

NO	Description	Unit	Quantity	Unit Price (VND)	Amount (VND)	Note
<b>I</b>	<b>Drilling, loading, and transport works</b>					
1	Rock drilling diameter $\leq 165\text{mm}$	m3	2.400.000			
-	Hardness f: 5-6	"	1.237.102	3.040	3.760.574.706	
-	Hardness f: 10	"	1.162.898	5.325	6.192.156.552	
2	Rock drilling diameter $\leq 42\text{mm}$	"	360.000			
-	Oversized rock drilling, ratio 15%	"	360.000	6.143	2.211.317.554	
3	Earth excavation, Bucket excavator $< 3\text{m}^3$	"	600.000			
-	Earth and rock of Class I category		600.000	6.622	3.972.934.384	
4	Rock excavation, Bucket excavator $< 3\text{m}^3$	"	2.400.000			
-	Earth and rock of Class III category		2.400.000	9.241	22.177.366.335	
5	Transportation of waste soil, a distance of 2.2 km, with a density of 2.15, and vehicle load capacity $< 40\text{T}$	T.km	2.838.000	6.836	19.400.868.249	
6	Transportation of waste rock, a distance of 2.6 km, with a density of 2.76, and vehicle load capacity $< 40\text{T}$	T.km	17.222.400	6.579	113.309.953.842	
7	Leveling soil and rock at the waste dump site	m3	900.000	3.693	3.323.863.984	
*	<b>Tổng chi phí trực tiếp</b>	<b>Dong</b>			<b>174.349.035.605</b>	
*	<b>Provision costs</b>	<b>%</b>		10	<b>17.434.903.560</b>	
*	<b>Total cost before VAT</b>	<b>Dong</b>			<b>191.783.939.165</b>	
<b>II</b>	<b>Blasting work</b>					
1	Blasting with diameter $\leq 165\text{mm}$	m3	2.400.000	-	-	
-	Hardness f: 9	0	1.200.000	10.526	12.631.494.498	
-	Hardness f: 10	"	1.200.000	12.382	14.858.857.665	
2	Blasting with diameter $\leq 42\text{mm}$	0	360.000	14.019	5.046.859.959	
*	<b>Total direct cost</b>	<b>Dong</b>	-	-	<b>32.537.212.122</b>	





NO	Description	Unit	Quantity	Unit Price (VND)	Amount (VND)	Note
*	Provision costs	%	-	10	3.253.721.212	
*	Total cost before VAT	Dong	-	-	35.790.933.335	
	Total I + II before VAT	Dong			227.574.872.500	
	VAT	%		10	22.757.487.250	
	Total VAT	%			250.332.359.750	
	Unit price for excavation excluding VAT	%	3.000.000		75.858	
	Unit price excluding VAT	%	3.000.000		83.444	

Note:

Diameter of blast drill holes, first time:  $d \leq 165\text{mm}$  ; second blast:  $d \leq 42\text{mm}$

36-ton truck for transporting earth and rock

Backhoe excavator with bucket volume  $< 3 \text{ m}^3$

The price of diesel fuel excluding VAT in the composite unit price according to Decision No. 1829/QĐ-TKV is 14,700 VND per liter (NLHD)

The diesel price at the time of budget preparation was 19,320 VND per liter including VAT, and 17,564 VND per liter excluding VAT (Zone 2)





No.: 1030 /TTr-CISCO

Cao Bang, Jun20,2025

**PROPOSAL**

**Decision on the investment policy**

**Project: Investment in a steel rolling production line at the Cao Bằng Iron and Steel Complex**

To: General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

The Board of Directors respectfully submits to the General Meeting of Shareholders of the Company for consideration and decision on the investment policy for the project: Investment in a steel rolling production line at the Cao Bằng Iron and Steel Complex, with details as follows:

**I. LEGAL BASIS AND GROUNDS FOR THE PROJECT**

- Land Law No. 31/2024/QH15 dated January 18, 2024;
- Public Investment Law No. 58/2024/QH15, regulating state management of public investment activities and the management and use of public investment capital, effective from January 1, 2025 (applicable in cases where the project uses public investment capital);
- Construction Law No. 50/2014/QH13 dated June 18, 2014; Law Amending and Supplementing Certain Articles of the Construction Law No. 62/2020/QH14 dated June 17, 2020;
- Decree No. 10/2021/NĐ-CP dated February 9, 2021, of the Government on the management of construction investment costs;
- Decree No. 175/2024/NĐ-CP dated December 30, 2024, of the Government detailing regulations on the management of construction investment projects;
- Circular No. 06/2021/TT-BXD dated June 30, 2021, of the Ministry of Construction on the classification of construction works and guidance on application in managing construction investment activities;
- Circular No. 02/2025/TT-BXD dated March 31, 2025, amending and supplementing certain provisions of Circular No. 06/2021/TT-BXD dated June 30, 2021, of the Ministry of Construction on the classification of construction works and guidance on application in managing construction investment activities;
- Circular No. 11/2021/TT-BXD dated August 31, 2021, of the Ministry of Construction guiding certain contents on determining and managing construction investment costs;
- Circular No. 12/2021/TT-BXD dated August 31, 2021, of the Ministry of Construction on construction cost estimation norms;



- Official Letter No. 2801/TKV-CV dated June 16, 2023, of TKV on the study and development of the investment project for a steel rolling production line for various steel shapes;

- Official Letter No. 1414/VIMICO-CD dated June 21, 2023, of the Vietnam Minerals Corporation - TKV on the study and development of the investment project for a steel rolling production line for various steel shapes;

- Minutes of the Board of Directors Meeting of Cao Bằng Iron and Steel Joint Stock Company No. 05BB/CISCO dated May 20, 2025.

## II. GENERAL PROJECT INFORMATION

- Project Name: Investment in a steel rolling production line at the Cao Bằng Iron and Steel Complex.

- Project Group: C.

- Authority for Approving Investment Policy: General Meeting of Shareholders of Cao Bằng Iron and Steel Joint Stock Company.

- Authority for Approving Investment Decision: Board of Directors of Cao Bằng Iron and Steel Joint Stock Company.

- Investor: Cao Bằng Iron and Steel Joint Stock Company (CISCO).

- Location: Cao Bằng Iron and Steel Complex.

- Estimated Total Investment Cost (including VAT): 351,913,171,000 VND (Three hundred fifty-one billion, nine hundred thirteen million, one hundred seventy-one thousand Vietnamese Dong), with a preliminary cost estimate provided below.

### PRELIMINARY COST ESTIMATE TABLE FOR THE PROJECT

No	content	Total investment amount (including VAT)	Ratio
1	Equipment cost + construction	291.324.402.017,00	
1.1	Construction cost	88.168.961.892,00	25,05%
1.2	Equipment cost	203.155.440.125,00	57,73%
2	Project management cost	5.331.236.557,00	1,52%
3	Construction investment consulting cost	8.953.508.868,00	2,55%
4	Other costs	15.429.401.344,20	4,38%
5	Contingency	30.874.622.172,00	8,77%
6	Total	351.913.170.958,20.	100,00%
	<b>Rounded</b>	<b>351.913.171.000</b>	

#### 8. Funding Source:

*Vietnam Minerals Corporation - TKV (VIMICO) will fully fund the project according to the project's Total Investment Estimate (TIE). The cost of project preparation will be borne by CISCO and later transferred to VIMICO through a business cooperation contract.*

#### 9. Implementation Period: 2025 - 2026.





10. *Investment Form: Business cooperation.*

11. *Project Management Form: Direct management by the investor.*

12. *Other Information (if any): None.*

13. *Project Implementation and Operation Plan:*

- *Preparation Phase: CISCO hires consultants to prepare the project's Economic-Technical Report and conduct project verification.*

- *Implementation Phase: CISCO and VIMICO sign a business cooperation contract, in which CISCO contributes land for the project, and VIMICO secures funding to implement and operate the project.*

- *Production and Business Operation Phase:*

+ *VIMICO hires CISCO to operate the project.*

+ *CISCO sells steel billets to VIMICO at market prices as input for steel rolling.*

+ *VIMICO guarantees the purchase of the project's products through a business cooperation plan/contract.*

### III. DELEGATION OF AUTHORITY

The General Meeting of Shareholders delegates to the Board of Directors of the Company the authority to approve the project, approve the business cooperation plan, implement activities during the project implementation phase, and finalize the project in accordance with regulations and authority.

We respectfully submit to the 2025 Annual General Meeting of Shareholders of Cao Bằng Iron and Steel Joint Stock Company for consideration and approval of the investment policy for the project, enabling the Company to proceed with implementation.

#### **Recipients:**

- As above;
- Archive: Archivist.

ON BEHALF OF THE BOARD  
OF DIRECTORS  
CHAIRMAN



Ngô Quốc Trung

