



THE SOCIALIST REPUBLIC OF VIETNAM
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**PRINCIPLE CONTRACT FOR THE PURCHASE AND SALE OF STEEL
BILLETS**

Number: -2026/KKMT-TNB

Pursuant to the current Civil Code and Commercial Law of THE SOCIALIST
REPUBLIC OF
VIETNAM;

Based on the needs and capabilities of Nha Be Steel JSC - VNSTEEL and Central
Metal Joint Stock Company.

Today, / /, 2026, at the office of Nha Be Steel JSC - VNSTEEL, we include:

Party A (Seller): CENTRAL METAL JOINT STOCK COMPANY

Address: 69 Quang Trung, Hai Chau Ward, Da Nang City, Vietnam

Telephone: 02363822807. - Fax: 02363823306.

Account No.: 0041.00000.1112 at Vietcombank - Da Nang Branch

Tax Code: 0400101605

Representative: Mr. DOAN CONG SON Position: General Director

Party B (Buyer): NHA BE STEEL JOINT STOCK COMPANY-VNSTEEL

Address: Lot No. 2, Road No. 3, Nhon Trach 2 – Nhon Phu Industrial Park, Nhon Trach
Commune, Dong Nai Province, Vietnam.

Telephone: 2513.569.672 Fax: 2513.569.673

Account Name: NHA BE STEEL JOINT STOCK COMPANY - VNSTEEL

Account 1: 111 000 106412 – VietinBank – Nhon Trach Branch, Dong Nai

Account 2: 31 00 793619 – BIDV – Ho Chi Minh City Branch

Tax Code: 0305393838

Representative: Mr. NGUYEN MINH TINH Position: General Director

After discussion, both parties agree to sign a principle contract regarding the
purchase and sale of steel billets with the following terms:

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

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

- a) Contract Term: Is the period during which the Parties have their rights and obligations under this Contract, including any extension of the Contract term.
- b) Contract Value: Is the total value of Goods that Party B must fully and timely pay to Party A for the Goods that Party A has supplied to Party B.

- c) Purchase Order/Contract Addendum: Is a document modifying or supplementing the terms of the Contract, thereby specifying the type of Goods, price of Goods, time, method of delivery and receipt of Goods, promotions, and other matters related to the purchase and sale of Goods between the two Parties.
- d) Delivery/Acceptance/Handover Minutes: Is a document signed by the Parties to confirm the quantity of Goods delivered and received, and accepted in accordance with the agreement of this Contract and its Addenda.
- e) Business Secrets and Intellectual Property Assets: Are information, documents, ideas, business, images, etc., expressed or stored in the form of text, computer files, emails, images, etc., that each party legally obtains and owns.
- f) Confidential Information: Is information related to business secrets and assets, intellectual property stated in the Contract, Addendum that the Parties know or access during the performance of this Contract.
- g) Authorized Holder of Confidential Information: Refers to any person directly or indirectly involved in the performance of the Contract by the Parties. However, the Parties agree that this agreement also applies to all employees of the Parties who are not "Authorized Holders of Confidential Information" but who, for any Reasons, may know or access "Confidential Information".
- h) "Party" means Party A or Party B, and "Parties" means Party A and Party B.

1.2 Interpretation:

- a) The words "of this Contract", "in this Contract" and "under this Contract" and words of similar Content, when used in this Contract, shall refer to this entire Contract and not to any specific provision of this Contract.
- b) If any conflict arises between the Content of an article, clause, sub-clause or item and its heading, the Content of that article, clause, sub-clause or item shall prevail to resolve related issues. Headings are for convenience of reference only and shall not affect the interpretation of the articles, clauses, sub-clauses or items or applicable paragraphs of this Contract.

ARTICLE 2. INFORMATION ON GOODS FOR SALE AND PURCHASE

2.1 Goods for Sale and Purchase: Party A agrees to sell to Party B Goods which are Billets

Steel based on Party B's demand and Party A's supply capacity. Detailed information will be specified in each Contract Appendix at each time.

2.2 Quantity and Selling Price of Goods: To be specified in each Contract Appendix at each time.

ARTICLE 3. TIME AND METHOD OF GOODS DELIVERY AND RECEIPT

3.1 Delivery Location:

Goods shall be delivered by Party A's transport vehicle to Party B's Factory warehouse at Address: Lot No. 2, Road No. 3, Nhon Trach 2 – Nhon Phu Industrial Park, Nhon Trach Commune, Dong Nai Province, Vietnam.

3.2 Delivery Time: To be specified in each Contract Appendix at each time.

3.3 Basis for determining the quantity of goods delivered and received for payment:

The Quantity of Goods shall be determined by Party B's electronic scale and the number of bars shall be counted directly. The Parties shall prepare Goods Delivery and Receipt Minutes to determine the "Quantity of Goods for Payment". Party B is responsible for providing a summary sheet of weighing slips for Goods (via Party B's electronic scale) for each vehicle to Party A for the Parties to use as a basis for determining the "Quantity of Goods for Payment".

3.4 Notification of Goods Delivery and Receipt:

Party A shall notify Party B in advance of the transport vehicle information, chemical composition, and estimated time of arrival at the goods delivery location for Party B to prepare for receipt;

Party A shall deliver one lot/batch ranging from 12 - 15 tons.

3.5 Goods Delivery and Receipt Minutes:

Immediately upon completion of the goods delivery and receipt, the Parties shall prepare and sign the Goods Delivery and Receipt Minutes (according to Party B's template) to serve as the basis for payment settlement, accordingly:

The Sales Representative of Party A and the representative of Party B shall directly sign the Delivery and Receipt Minutes immediately upon completion of the goods delivery and receipt.

3.6 Ownership of Goods: The time of transfer of ownership of the Goods is when the Parties complete their delivery/receipt obligations (based on the Goods Delivery/Receipt Minutes with the confirmation signatures of the Parties' representatives).

ARTICLE 4. COMPLAINTS AND HANDLING OF NON-CONFORMING QUALITY GOODS

In the event that after delivery, Party B discovers defects in the goods (defects due to manufacturing and/or Party A's transportation), the handling of complaints regarding the goods shall be carried out according to the following provisions:

4.1 Party B's complaints regarding non-conforming goods (If any) shall be made in writing or via email and sent to Party A within fifteen (15) days from the Date of completion of goods delivery and receipt, clearly and fully stating the information about the non-conforming goods (attached with the inspection results from Quatest 3).

4.2 Within ten (10) working days from the Date of receiving Party B's complaint regarding the quality of goods, Party A shall respond to the receipt of the complaint and actively seek the cause and remedial measures for the non-conforming goods for Party B.

4.3 Costs related to the inspection of non-conforming goods shall be borne by Party A (If any).

ARTICLE 5. PAYMENT

Payment method:

5.1 Bank transfer in Vietnamese Dong (VND) according to Party A's account information as mentioned above.

5.2 Payment term: Specifically stipulated in each Contract Addendum at each time.

5.3 Documents for settlement:

- a) Goods Delivery/Acceptance Minutes with confirmation from representatives of both parties;
- b) Value-added tax invoice;
- c) Goods Quality Certificate;
- d) Detailed list of goods delivery and receipt (provided by Party B);
- e) Debt reconciliation statement (If any);
- f) Minutes of violation penalty/compensation (If any);

ARTICLE 6. RIGHTS AND OBLIGATIONS OF PARTY A

6.1 Obligations of Party A:

- a) Deliver goods in accordance with the Content confirmed by the Parties on the Purchase Order/Contract/Contract Addendum
- b) Issue value-added tax invoices to Party B in accordance with regulations.
- c) Be responsible for the information and quality of goods supplied to Party B according to the registered standards.
- d) Party A's personnel and vehicles when delivering goods to Party B's Factory must strictly comply with Party B's OSH regulations. In case of disagreement between the Parties, Party B has the right to refuse entry of vehicles into the Factory.
- e) Provide accurate and complete legal documents and quality certificates for the goods according to the manufacturer's standards accompanying the goods delivered to Party B upon request.

6.2 Rights of Party A:

- a) Temporarily suspend the supply of goods to Party B when Party B violates obligations under the Contract/Contract Addendum or Purchase Order.
- b) Refuse to participate in resolving issues when Party B fails to comply with the terms stated in this Contract.

ARTICLE 7. RIGHTS AND OBLIGATIONS OF PARTY B

7.1 Obligations of Party B:

- a) Receive goods in accordance with the agreement in the Purchase Order/Contract/Contract Addendum.
- b) Store goods after receipt in accordance with Party A's technical requirements.
- c) Make full and timely payment as agreed.
- d) Directly contact the highest-ranking leader of the Business Department or Party A's legally authorized representative if difficulties or issues arise during the transaction process.

7.2 Rights of Party B:

Has the right to refuse to accept goods when Party A delivers goods that do not meet standards or requirements.

ARTICLE 8. BREACH AND PENALTY FOR BREACH OF CONTRACT

8.1 Contract Breach: Occurs when one of the Parties commits an act of breaching the terms and obligations of the Contract/Appendix or fails to meet the conditions ensuring the performance of the Contract, unless the breaching Party, due to a Force Majeure Event, has taken all necessary measures to rectify and has remedied such breach within thirty (30) days from the Date of the Force Majeure Event.

8.2 Penalty for Contract Breach: If the breaching Party does not immediately cease the breaching act and/or does not remedy the consequences of the breaching act within the period specified in the notice from the non-breaching Party, then the breaching Party, in addition to the obligation to compensate for all damages incurred by the other Party, shall also be subject to a penalty for contract breach equal to eight percent (08%) of the value of the breached contractual obligation.

ARTICLE 9. CONTRACT EFFECTIVENESS

This Contract shall be effective from the signing Date until the end of December 31, 2026.

ARTICLE 10. FORCE MAJEURE

10.1 Force Majeure refers to an objective event beyond the control of the Parties, which prevents one/the Parties from performing their obligations/delays the performance of obligations under the Contract or makes it impossible to continue performing the Contract, such as: earthquakes, storms, floods, whirlwinds, tsunamis, landslides, fires, war or the risk of war, and other unforeseen disasters, changes in policy or prohibitions by competent State authorities.

10.2 Responsibilities of the Parties in case of a Force Majeure event: A Party's failure to fulfill its obligations due to a Force Majeure event shall not be grounds for the other Party to terminate the Contract. However, the Party affected by the Force Majeure event shall have the obligation to:

- a) Take reasonable preventive measures and necessary alternative measures to minimize the impact caused by the Force Majeure event.
- b) Immediately notify the other Party of the Force Majeure event within seven (07) days after the occurrence of the Force Majeure event.

10.3 If the Force Majeure continues for a continuous period exceeding thirty (30) days, the two Parties shall agree as soon as possible on whether to continue or cancel the Contract, with neither Party having any claims against the other.

ARTICLE 11. NOTICES AND COMMUNICATION

11.1 Notices to the other Party must be in the form of email/written document and must be delivered by: (i) hand delivery, or (ii) guaranteed mail through courier companies, or (iii) electronic mail (email) to that Party's address as per the Contract.

11.2 The Parties' address for receiving Notices is the address stated at the beginning of the Contract or another address that the Parties notify the other Party in writing from time to time.

- 11.3 Notices shall be deemed received on the Date such notice is (i) hand-delivered with a confirmed signature from the recipient, or (ii) sent by email.
- 11.4 The Parties are obligated to notify the other Party in writing, along with accompanying documents, within five (05) working days from the occurrence of any changes affecting the implementation of the terms of this Contract, such as: changes in name, address, legal representative, business type; transaction office, or person in charge.

ARTICLE 12. INFORMATION CONFIDENTIALITY

During the performance of the Contract, the Parties commit to implementing the following Content:

- 12.1 Maintain confidentiality of the Parties' information when provided by the other Party for the purpose of Contract implementation.
- 12.2 Not to use, copy, or create new works or Goods based on this information for purposes other than the scope of work under the Contract.
- 12.3 Not to disclose Confidential Information to any person or other third party without the prior written consent of the Party owning the Confidential Information, except for disclosure required by a competent State authority.
- 12.4 Commit not to infringe upon each other's intellectual property rights during the performance of
the relevant Contract in accordance with legal provisions.

ARTICLE 13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 Activities related to the sale and purchase of Goods under this Contract shall be primarily governed by and construed in accordance with the current Commercial Law of Vietnam.
- 13.2 During the performance of the Contract, if any dispute arises, the two Parties shall negotiate to resolve it in a spirit of cooperation and mutual benefit. If the dispute cannot be resolved through negotiation, it shall be submitted to a competent Court for resolution. All Court rulings shall be the final Decision that the Parties must comply with. The losing Party shall bear all court fees, including the winning Party's attorney fees and any penalties/compensation as per the Court's ruling.

ARTICLE 14. MISCELLANEOUS PROVISIONS

- 14.1 Any amendment/supplement to this Contract must be made in writing and signed and sealed by the authorized representatives of the Parties to be effective.
- 14.2 Subsequent Orders/Contract Addenda arising from time to time shall form an integral part of this Contract. Should any provision in an Order/Contract Addendum conflict with the provisions of this Contract, the provisions of the Order/Contract Addendum shall prevail.
- 14.3 Nothing in this Contract shall be construed as one Party acting as an agent for the other Party, and neither Party shall have the authority to bind the other Party or enter into contracts in the name of the other Party or create any liability for the other Party in any manner whatsoever.
- 14.4 No waiver by a Party of any right or remedy under this Contract shall be effective unless such waiver is in writing and signed by the Parties. The failure or delay of a

Party to exercise any right or apply any remedy under this Contract shall not constitute a waiver of that right.

14.5 Without the prior written consent of one Party, the other Party shall not assign, transfer, or mortgage any part or all of the rights and obligations under this Contract and its attached Addenda.

14.6 This Contract is made in four (04) copies in Vietnamese, all having equal legal validity. Each Party shall keep two (02) copies for implementation.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B



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FRAMEWORK CONSIGNMENT PURCHASE AND SALE AGREEMENT FOR STEEL PRODUCTS

No.: /TNB-KKMT.

- Pursuant to Civil Code No. 91/2015/QH13, effective from January 01, 2017;
- Pursuant to Commercial Law No. 36/2005/QH11, effective from January 01, 2006;
- Pursuant to the Regulations on Steel Product Sales dated November 27, 2023, of the Board of Directors of Nha Be Steel Joint Stock Company – Vnsteel;
- Pursuant to the needs and capabilities of both parties.

Today, , 2026, at the office of Nha Be Steel Joint Stock Company - Vnsteel, representatives of both parties include:

Party A (Seller): NHA BE STEEL JOINT STOCK COMPANY – VNSTEEL

- Address: Lot No. 2, Road No. 3, Nhon Trach II - Nhon Phu Industrial Park, Nhon Trach Commune, Dong Nai Province, Vietnam.
- Telephone : 2513.569.672 - Fax: 2513.569.673
- Account Name: Nha Be Steel Joint Stock Company – Vnsteel
- Account No. : 111000106412 – Vietnam Joint Stock Commercial Bank for Industry and Trade – Nhon Trach Branch, Dong Nai.
- Or Account No.: 3100793619 – Bank for Investment and Development of Vietnam
- Ho Chi Minh City Branch
- Tax identification number: 0305393838.
- Represented by Mr. NGUYEN MINH TINH - General Director.

Party B (Buyer): CENTRAL METALS JOINT STOCK COMPANY

- Address: 69 Quang Trung, Hai Chau Ward, Da Nang City, Vietnam.
- Telephone : 02363822807. - Fax: 02363823306.
- Account No. : 0041.00000.1112 at Bank for Foreign Trade of Vietnam - Da Nang Branch.
- Tax identification number: 0400101605.
- Represented by Mr. DOAN CONG SON - General Director.

Both parties agree to sign a framework agreement for the purchase and sale of steel products with the following terms:

ARTICLE 1: PRINCIPLES OF CONTRACT EXECUTION

- 1.1 The Buyer and the Seller enter into this Agreement on the principle of mutually beneficial cooperation between both Parties and in compliance with the terms and conditions of this Agreement.

- 1.2 The Buyer shall enjoy preferential policies and other benefits (if any) as agreed in this Agreement and other agreements (if any).
- 1.3 The Buyer shall independently prepare facilities and warehouses for product business.
- 1.4 During the term of this Agreement, when a need for product purchase and sale arises, the Buyer shall send product order information to the Seller, and the Seller shall confirm the product order to the Buyer. The form of sending product orders and confirming product orders shall be executed in writing and sent to the other Party via Zalo, email, or direct delivery.

ARTICLE 2: PRODUCT QUALITY

- 2.1 The steel products of Nha Be Steel Joint Stock Company - Vnsteel are manufactured according to standards equivalent to Japanese Industrial Standards (JIS) and Vietnamese Standards (TCVN). The Seller shall provide the Buyer with products whose quality complies with the announced quality standards and are certified by the Ho Chi Minh City Sub-Department for Standards, Metrology, and Quality;
- 2.2 The Seller shall provide the Buyer with information, technical specifications, certificates of origin, and quality certifications for the Seller's products when the Buyer receives the products.

ARTICLE 3: PRODUCTS, DELIVERY AND RECEIPT METHODS, LOADING AND UNLOADING, AND TRANSPORTATION

The Seller agrees to sell, and the Buyer agrees to purchase products manufactured by the Seller.

- 3.1 Products: Angle Steel V25x25 to V75x75.
- 3.2 Quantity: As per each product purchase order.
- 3.3 Delivery Location:
 - 3.3.1 Central Vietnam Metalworking Joint Stock Company (MT3)
 - Lot A3-7, Nam Cam Le New Urban Residential Area, Hoa Xuan Ward, Da Nang City.
 - 3.3.2 Product Purchase Order:

When a need for product purchase arises, the Buyer shall send the Seller a product purchase order signed and confirmed by the person authorized by the General Director. The Buyer shall send the product purchase information to the Seller 05 days prior to the estimated Date of product receipt. Both parties shall agree on full information regarding specifications, quantity, product type, selling price, delivery Date, delivery location... ("order information") in the Product Purchase Order and jointly sign and confirm the Product Purchase Order, which shall be issued by the person authorized by the General Director.

Each Product Purchase Order shall be effective independently of other Product Purchase Orders and shall become effective from the moment both parties jointly sign (accepting a signed copy sent via Zalo or a scanned copy sent via email, or delivered directly).

- 3.3.3 Product Delivery Time: The Seller shall deliver the products within 10 (ten) working days from the Date the Buyer places the product purchase order.
- 3.3.4 The Seller shall deliver the products to the Buyer's warehouse using the Seller's transportation, and the cost of unloading the products shall be borne by the Buyer.
- 3.3.5 Both parties shall jointly prepare a specific product delivery and receipt record for each batch of product delivery based on the actual weighed quantity at the Seller's warehouse.
- 3.3.6 Upon product delivery, accompanied by an "internal warehouse release and transportation slip".
- 3.3.7 From the time of product delivery and receipt, the Buyer shall bear full responsibility for the preservation of the products received from the Seller.
- 3.3.8 Periodically, on the last Date of each month, both parties shall reconcile and prepare a record of the actual inventory count of consigned products for sale. Any shortage in quantity or damage to products during the consignment period, the Buyer shall be subject to penalties for violations and compensation for damages as stipulated in Article 9 of this contract. The Seller reserves the right to conduct unannounced inspections of the consigned product quantity at the Buyer's warehouse.

3.4 Delivery Location:

- 3.4.1 Central Region Branch in Khanh Hoa Province - Kim Khí Miền Trung Joint Stock Company (MT2)
No. 303 Le Hong Phong Street, Nam Nha Trang Ward, Khanh Hoa Province, Vietnam.

3.4.2 Product Purchase Order:

When a need for product purchase arises, the Buyer shall send the Seller a product purchase order signed and confirmed by the person authorized by the General Director. The Buyer shall send the product purchase information to the Seller 05 days prior to the estimated Date of product receipt. Both parties shall agree on full information regarding specifications, quantity, product type, selling price, delivery Date, delivery location... ("order information") in the Product Purchase Order and jointly sign and confirm the Product Purchase Order, which shall be issued by the person authorized by the General Director.

Each Product Purchase Order shall be effective independently of other Product Purchase Orders and shall become effective from the moment both parties jointly sign (accepting a signed copy sent via Zalo or a scanned copy sent via email, or delivered directly).

- 3.4.3 Product Delivery Time: The Seller shall deliver the products within 05 (five) working days from the Date the Buyer places the product purchase order.
- 3.4.4 The Seller shall deliver products to the Buyer's warehouse using the Seller's transport, and the cost of unloading the products shall be borne by the Buyer.
- 3.4.5 Both parties shall jointly prepare a specific product delivery and receipt record for each delivery batch, based on the actual weighed quantity at the Seller's warehouse.

- 3.4.6 Upon product delivery, it shall be accompanied by an 'internal warehouse release and transport note'.
- 3.4.7 From the time of product delivery and receipt, the Buyer shall bear full responsibility for the preservation of the products received from the Seller.
- 3.4.8 Periodically, on the last day of each month, both parties shall reconcile and prepare an inventory record of the actual consigned products for sale. Any shortage in quantity or damage to products during the consignment period shall result in the Buyer being penalized for violation and compensating for damages as per Article 9 of this contract. The Seller reserves the right to conduct unannounced inspections of the consigned products at the Buyer's warehouse.

ARTICLE 4: PRICE, CONTRACT VALUE

- 4.1 Price: According to the Seller's price Decision at the time of invoice issuance.
- The Seller shall issue invoices for the quantity requested by the Buyer at the end of each month;
- 4.1.1 Central Metal Joint Stock Company (MT3)
- Selling price lower than Decision 2 price for Central Region 3 (MT3): 250 VND/kg.
- 4.1.2 Central Branch in Khanh Hoa Province - Central Metal Joint Stock Company (MT2)
- Selling price lower than Decision 2 price for Central Region 2 (MT2): 300 VND/kg.
- 4.2. If the Buyer consumes products directly in Ho Chi Minh City, then the Seller shall sell to the Buyer at the Decision 2 price for Ho Chi Minh City.
- The Decision on price changes issued by the Seller shall be valid as an inseparable appendix to the contract;
- 4.3. Price Changes:
- + The Seller shall notify the Buyer 24 hours in advance from the time of the selling price change;
- 4.4. In the event the Seller announces a price increase, the Seller shall allow the Buyer to purchase the entire quantity of the Seller's products consigned at the Buyer's warehouse at the current price (before the price increase).
- 4.5 Contract Value: 3,000,000,000 Billion VND, estimated (including VAT)

ARTICLE 5: PAYMENT METHOD.

- 5.1 Payment method: bank transfer or debt offsetting
- 5.2 Payment period:
- Immediate payment at the immediate selling price at the time the Seller issues the VAT invoice to the Buyer.
 - Deferred payment within 30 days at the deferred selling price from the Date the Seller issues the VAT invoice to the Buyer;
- 5.3 Upon payment due Date, the Buyer is responsible for making a bank transfer payment to the Seller equal to the value of the invoice issued by the Seller. If the due Date falls on a holiday, Saturday, or Sunday, payment shall be made on the next business day, and this adjustment period shall not incur late payment interest;

- 5.4 Credit limit: The Seller allows the Buyer to owe for invoiced but unpaid goods and the quantity of consigned products in the warehouse with a limit of 3,000,000,000 Billion VND, corresponding to the bank guarantee amount;
- 5.5 The time of determining the Buyer's payment to the Seller is when the money has been credited to the Seller's account;
- 5.6 The Buyer may offset debts within the month in cases where the Buyer is entitled to a product purchase discount as stipulated by the Seller.
- 5.7 The Buyer shall bear full responsibility for the preservation of the quantity of consigned products received from the Seller. If the shortage in quantity or damage is due to the Buyer's fault during the consignment period, then the Buyer must purchase the entire value of the damage or compensate for the entire value of the damage incurred (according to the Seller's price Decision at the time of occurrence) within 5 business days from the Date the Seller sends the request.

ARTICLE 6: OVERDUE DEBT

- 6.1. After a 30-day delayed payment period, the debt will become overdue if the customer has not paid, and the Seller will cease supplying products to the Buyer;
- 6.2. Beyond the delayed payment period specified in Article 5, the Seller will charge late payment interest at the interest rate of one (01) month term savings deposit of Vietnam Joint Stock Commercial Bank for Foreign Trade - Branch Ho Chi Minh City Branch plus (+) 3.5% per annum, but not exceeding 15 days. If it exceeds 15 days, the Seller has the right to request the bank to pay on behalf of the principal debt and late payment interest without having to notify the Buyer, even if the guarantee period is still valid. In all cases, the late payment interest rate shall not exceed 10% per annum.
- 6.3. After the delayed payment period, the Seller has the right to request the bank to pay on behalf of the principal debt without having to notify the Buyer, even if the guarantee period is still valid.

ARTICLE 7: LETTER OF GUARANTEE.

- 7.1. The bank's payment guarantee letter must be signed by the Bank Director (if signed by the Deputy Director, there must be authorization from the Director) and in accordance with the bank's internal regulations, guaranteeing to pay on behalf of the principal debt and interest to the Seller upon request if the Buyer fails to make payment according to Article 5 and Article 6;
- 7.2. The bank commits to pay the Seller an amount not exceeding the guarantee limit immediately upon receiving the payment request from the Seller, and the Seller shall only provide the guaranteeing bank with the following valid documentary evidence:
- For products for which invoices have been issued:
 - + Copies of the Buyer's unpaid VAT invoices
 - For products consigned to the Buyer's warehouse:

- + Copy of the internal warehouse release and transportation slip
- 7.3 Guarantee amount: 3,000,000,000 VND (Three Billion VND) guaranteeing the entire value of products consigned to the Buyer's warehouse and the value of unpaid invoices at all times
- 7.4 In all cases, the bank shall not be entitled to invoke any Reasons to refuse payment to the Seller once the bank has received all valid payment documents as stated in Clause 7.2.
- 7.5 10 days before the expiration Date of the guarantee letter, the Seller shall cease supplying products to the Buyer, and the Buyer must fully settle the outstanding debt (even if the debt is not yet due). The Seller has the right to request the guaranteeing entity to pay on behalf of the customer the principal debt and late payment interest (If any) without notifying the Buyer. Concurrently, 05 days before the expiration Date of the guarantee letter, all consigned inventory products confirmed by both parties will be covered by a new guarantee letter; otherwise, the Seller will request the guaranteeing Bank to pay on behalf of the entire value of consigned products in the Buyer's warehouse for which no invoices have been issued, without notifying the Buyer.

ARTICLE 8: RESPONSIBILITIES OF BOTH PARTIES

8.1. Responsibilities of the Seller:

- Timely supply of products of the correct specifications and types as requested by the Buyer, within the Seller's capability.
- Provide the Buyer with product-related documents upon completion of delivery and receipt of products for each product order.
- Timely provide the Buyer with changes in product selling prices.
- Replace damaged or defective products due to manufacturer's fault at the Buyer's warehouse at the Seller's expense, except in cases of Buyer's fault.

8.2. Responsibilities of the Buyer:

- Pay the Seller for purchased goods on time.
- Actively distribute products to end-consumers through stores and wholesale and retail outlets;
- If any changes occur, the Seller must be notified immediately before receiving the products;
- Cooperate with the Seller to advertise and introduce the Seller's products;
- Support the Seller with honest market information such as: consumption status, price fluctuations, inventory levels, and quality requirements.

8.3. Buyer's Rights:

- The Buyer will be supported with bank guarantee fees upon contract liquidation as follows;
 - + 0.6% per annum on the guarantee value, provided that average monthly revenue reaches $\geq 40\%$ to $< 60\%$ of the guarantee value;

- + 0.9% per annum on the guarantee value, provided that average monthly revenue reaches $\geq 60\%$ to $< 80\%$ of the guarantee value;
- + 1.5% per annum on the guarantee value, provided that average monthly revenue reaches $\geq 80\%$ of the guarantee value;

ARTICLE 9: PENALTIES FOR VIOLATIONS

- 9.1. If the Buyer delays payment by more than 30 (thirty) days, the Seller has the right to charge late payment interest according to Article 6.
- 9.2. If a Party unilaterally terminates the Contract or cancels an Order contrary to regulations, that Party shall be subject to a penalty of 8% (eight percent) of the value of the violated obligation.
- 9.3. Any Party that violates any Contractual obligation and causes damage to the other Party shall compensate for all resulting damages.
- 9.4. The violating Party, in addition to bearing the penalty for violation, shall also bear compensation for damages. The violating Party shall pay the penalty and/or compensation for damages within 05 (five) working days from the Date the aggrieved Party sends a request.

ARTICLE 10: RIGHT TO USE TRADEMARKS

- 10.1. In accordance with the terms and conditions of this Contract, the Seller agrees to grant the Buyer the right to use trademarks related to the products supplied to the Buyer. The Buyer is only permitted to use the trademarks for the distribution of products purchased from the Seller.
- 10.2. During the term of the Contract, concurrently with the use of the trademarks, the Buyer is also permitted to use documents related to the products.
- 10.3. The Buyer acknowledges that the trademarks are the property of the Seller and shall not do anything to infringe upon the Seller's ownership rights to the trademarks.

ARTICLE 11: DISPUTES AND DISPUTE RESOLUTION

- 11.1 If any dispute arises regarding product quality, the two Parties agree to have the quality inspected at Vietnamese Centers for Standards, Metrology, and Quality;
- 11.2 If any dispute arises concerning the performance of the contract, and the two Parties cannot resolve it through negotiation or mediation, it shall be brought before the competent court in Dong Nai province for resolution. The court's ruling is the final Decision that both Parties must comply with. Court costs shall be borne by the losing Party.

ARTICLE 12: TERM AND EFFECTIVENESS OF THE CONTRACT

This Contract is effective from the Date of signing until January 31, 2027. After 15 (fifteen) days, If any disputes arise between the two Parties, the contract shall be considered liquidated.

ARTICLE 13: GENERAL PROVISIONS

- 13.1. Both Parties are responsible for strictly adhering to the terms agreed upon in this Contract.
- 13.2. During the performance of the contract, If any difficulties or obstacles arise, the Parties are responsible for notifying each other. Within seven days, the two Parties shall hold a meeting, discuss, and cooperate to resolve them.
- 13.3. The Contract may only be amended upon mutual agreement of both parties and by signing a contract addendum for implementation;
- 13.4. The Contract is made in four (04) copies in Vietnamese; the Seller shall keep two (02) copies, and the Buyer shall keep two (02) copies, all of which have equal legal value.

REPRESENTATIVE OF THE SELLER

REPRESENTATIVE OF THE BUYER



DRAFT

THE SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom – Happiness

GOODS TRANSPORTATION SERVICE CONTRACT

No.: /2026-HĐVC/VNTĐN-TNB

- Pursuant to Civil Code No. 91/2015/QH13 dated November 24, 2015, of the National Assembly of the Socialist Republic of Vietnam, effective from January 01, 2017;
- Pursuant to Commercial Law No. 36/2005/QH11 dated June 14, 2005, of the National Assembly of the Socialist Republic of Vietnam, effective from January 01, 2006;
- Pursuant to the Maritime Code of the Socialist Republic of Vietnam.
- Pursuant to *the needs and capabilities of both parties*.

Today,/...../ 2026, we include:

**PARTY A: VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY
(Transportation Service Hirer)**

Address : Lot No. 2, Road No. 3, Nhon Trach II - Nhon Phu Industrial Park, Nhon Trach Commune, Dong Nai Province, Vietnam.

Account : 11 000 106412 – Vietnam Joint Stock Commercial Bank for Industry and Trade – Nhon Trach Branch, Dong Nai.

Or Account No. : 3100 793619 – Bank for Investment and Development of Vietnam - Ho Chi Minh City Branch

Account Name : NHA BE STEEL JOINT STOCK COMPANY - VNSTEEL

Tax Code : 0305393838

Represented by Mr. NGUYEN MINH TINH, Position : General Director

**PARTY B: VIETNAM FOREIGN TRADE WAREHOUSING AND
FORWARDING JOINT STOCK COMPANY (Transportation Service Provider)**

Address : 102C Nguyen Van Cu, Cau Ong Lanh Ward, Ho Chi Minh City, Vietnam

Represented by Mr. HA MINH HUAN - General Director as representative.

Tax Code : 0300648264

Account : 0071000005287 at Joint Stock Commercial Bank for Foreign Trade of Vietnam – Ho Chi Minh City Branch

Party A and Party B are hereinafter collectively referred to as “Both Parties”/ “The Parties” and individually as “Party”.

After discussion and agreement, Both Parties agree to sign this Goods Transportation Service Contract (hereinafter referred to as the “Contract”) with the following terms and conditions:

Article 1. SCOPE OF CONTRACT

1.1. Party A agrees to hire Party B, and Party B agrees to provide multimodal transportation services (“Services”) for Party A's goods.

1.2. Party B is responsible for all Goods during transportation until the Goods are delivered to Party A at the agreed location at Mien Nam Steel Port, Ho Chi Minh City, to Port X50 in Da Nang.

Article 2. NAME OF GOODS, QUANTITY, SPECIFICATIONS

2.1. Goods Details: Finished Steel Products

2.2. Quantity : according to each vessel shipment as decided by Party A and notified to Party B 05 days in advance.

Article 3. METHOD OF TRANSPORTATION, METHOD OF DELIVERY AND RECEIPT.

3.1. Transportation by inland waterway vessel: Vessel/Barge (Vehicle Registration Certificate attached)

Vessel Class: VR SB/VR SI Purpose: Carrying dry cargo or containers

3.2. Method of Delivery and Receipt: Counting bundles/coils.

3.3. The quantity of goods determined by Party A's Product Delivery and Receipt note shall be the basis for calculating transportation fees.

Article 4: DELIVERY AND RECEIPT CONDITIONS, DELIVERY AND RECEIPT TIME, TRANSPORTATION ROUTE, AND PLACE OF DELIVERY:

4.1. Place of Receipt: Southern Steel Port, Ho Chi Minh City / Long Binh Tan Port, Dong Nai.

4.2. Place of Delivery: X50 Port in Da Nang (X50 Port, Son Tra Ward, Da Nang City).

4.3. Southern Steel Port, Ho Chi Minh City / Long Binh Tan Port, Dong Nai to X50 Port in Da Nang.

4.4. Terms of Delivery: FIO.

4.5. Time of Delivery:

- Loading and unloading time: within 7 days at both ports. (Except in cases of force majeure).
- In case of exceeding 7 days, a penalty of 15 Million VND will be imposed per day.
- The time of receipt of goods is calculated from the time Party A issues the notice of delivery.

Article 5: CONTRACT TERM AND TERMINATION OF CONTRACT

5.1 The contract is valid from January 02, 2026 until the end of December 31, 2026.

5.2 In all cases of contract termination, matters currently being resolved or Purchase Orders confirmed by both parties (If any) shall continue to be executed until completion, and the rights and obligations between the two parties shall cease upon the completion of their mutual obligations. In the event that one of the parties breaches the contract, the other party has the right to terminate the contract but must

notify the other party in writing within 12 working hours. If there is no response after the aforementioned period, the contract shall be deemed invalid.

Article 6: TRANSPORTATION UNIT PRICE AND PAYMENT METHOD

6.1 The transportation unit price is as follows:

- 150,000 VND/ton for the transportation route from Southern Steel Port, Ho Chi Minh City or Long Binh Tan Port, Dong Nai to X50 Port in Da Nang.
- 165,000 VND/ton for the transportation route receiving goods at 02 ports (Southern Steel Port and Long Binh Tan Port, Dong Nai) to X50 Port in Da Nang.

6.2 The above unit price does not include VAT and marine cargo insurance.

6.3 If there are fluctuations in transportation prices, both parties will renegotiate a suitable transportation price according to the market.

6.4 Payment Method:

Both parties shall reconcile the transportation volume for each shipment.

Party B shall issue an electronic invoice within 03 (three) working days.

Party A shall pay 100% of the transportation fee to Party B after Party A receives complete payment documents within 10 (ten) days, including:

- + Electronic VAT Invoice
- + Goods delivery and receipt record with confirmation signatures from representatives of both parties.

6.5 Payment method: Bank transfer

6.6 Currency of payment: Vietnamese Dong (VND).

Article 7: RESPONSIBILITIES OF BOTH PARTIES

7.1 Responsibilities of Party A.

- To have Party B perform the goods transportation service in accordance with the contract agreement.
- Party A shall assign personnel to regularly liaise with the port management and Party B's office to coordinate information, monitor the goods transportation process, and sign off on the goods delivery and receipt slips.
- To pay Party B according to Article 6 of the Contract.
- To provide Party B with complete and accurate information regarding the delivery location, natural characteristics, Vietnamese name, marks and codes, quantity, dimensions, specific characteristics, weight, time of goods receipt, and other necessary information for the transported Goods, to ensure the safety of the Goods.
- Any changes related to Goods and Goods transportation must be notified by Party A to Party B at least twenty-four (24) hours before the goods collection time and loading onto the transport vehicle at the pickup point for Party A to arrange vehicles and personnel for service. Notification shall be made via Telephone or email provided by Party A.

- Ensure the shipment is eligible and legal for the goods. In the event that local authorities at transit and destination ports detect suspicious Goods and request to hold the shipment for inspection, Party A shall be responsible for directly resolving all arising issues and bearing all incurred costs (including costs incurred by Party B due to delays leading to an extended transportation process) to release the shipment to proceed to the destination port as soon as possible.
- Purchase insurance (or authorize another entity to purchase insurance) for the Goods throughout the entire process of transportation and delivery of the Goods.
- Responsible for arranging vehicles and personnel for lifting and lowering at both ends of the wharf.
- Arrange vehicles and personnel to lift and lower goods onto the Vessel/barge at the Goods Collection Point and lift and lower goods from the Vessel/barge at the Goods Delivery Point based on Party A's goods delivery notification time.
- Other obligations as stipulated by Law, this contract, and as agreed upon by the parties from time to time.

7.2 Responsibilities of Party B:

- Party B shall be paid by Party A according to the terms of the Contract. Party B has the right to temporarily suspend services for Party A if payment is not made within the agreed timeframe.
- Prepare a debt reconciliation record and send it to Party A as a basis for payment.
- Ensure full legal conditions and capacity, possess all valid licenses, approvals, certificates, etc., from competent State agencies to participate in signing and executing this Contract with Party A.
- Provide sufficient vehicles ensuring technical safety for transportation according to the committed delivery schedule. Ensure that the transport vehicles used have all valid certificates and License on Operations so that the transportation of Goods proceeds smoothly, on schedule, and within the timeframe stipulated in the Contract and Contract Addendum in accordance with waterway transportation regulations, ensuring compliance with Vietnamese Law.
- Responsible for preserving the Goods in their original packaging and condition from the time of receipt at the Goods Collection Point until the Goods are delivered to Party A or the consignee designated by Party A at the Delivery Point specified in Article 4 of this Contract.
- Ensure compliance with the factory's regulations when entering to collect goods.
- Hand over valid and necessary accompanying documents related to the shipment to Party A's consignee at the collection point, such as invoices (If any), internal delivery notes cum warehouse release forms, Delivery and Receipt Records...
- Must ensure that the goods are placed on a dry surface, carefully covered, and kept safe throughout the transportation process. At the delivery point, if the goods are short compared to the Warehouse Release Form at Party A's factory, Party B must compensate Party A for the value of the entire missing quantity and any incurred costs (If any).

Concurrently, Party B must compensate Party A for the full value of damages if the goods are damaged due to Party B's fault. The basis for calculating compensation costs shall be Party A's domestic selling price at the time of damage or Deceased.

- Notify Party A of all arising issues If any, to jointly discuss and negotiate timely solutions.
- Immediately notify Party A in writing of any issues arising during loading, unloading, and transportation due to geological and topographical conditions, surrounding environment affecting the work, or force majeure conditions.
- Participate with Party A in resolving difficulties during the loading and unloading process.
- Other obligations as stipulated by law, this Contract, and the Parties' agreements from time to time.

Article 8: VIOLATION – SUSPENSION – TERMINATION OF CONTRACT

- Party B has the right to unilaterally terminate the contract and demand compensation for damages if Party A commits any of the following acts:
 - Failure to pay transportation fees as per Article 6 of this contract.
 - Party A's Goods are prohibited items under Vietnamese State regulations and lack documents verifying their origin.
 - Party A fails to arrange personnel, vehicles, and warehouses to receive the goods when Party B has transported them to the designated delivery location in this Contract for more than ten (10) days.
- When unilaterally terminating this contract, Party B must notify Party A at least fifteen (15) days in advance, and Party A must settle all outstanding debts to Party B. Party B will not be refunded the advance deposit if Party A is not notified in advance as stipulated.
- Should the aforementioned period be exceeded, Party A shall pay Party B interest on the overdue amount at the overdue interest rate announced by the State Bank, corresponding to the period of delay at the time of payment.

Article 9: FORCE MAJEURE

During the execution of this Contract, the following events shall be considered Force Majeure Events: Rain, floods, earthquakes, war, fire, changes in policies, laws, prohibitions by state agencies, or other objective events.

Provided that:

1. Such event is entirely beyond the reasonable control or not due to the fault or negligence of the party affected by the Force Majeure Event, even though that party has taken all necessary and possible measures to prevent, remedy, or mitigate damages, causing delay, interruption, or suspension of the performance of obligations under this Contract;

2. Within 03 days from the occurrence of the Force Majeure Event, the party affected by the Force Majeure Event must notify the other party in writing, detailing the Force Majeure Event, the measures taken to prevent and remedy damages, the proposed

recovery plan, and resolution measures.

3. Unless otherwise instructed by Party A in writing, Party B must still perform its obligations under this Contract as circumstances permit and must take all reasonable measures to perform the parts of the work not hindered by the force majeure event. Should a Force Majeure Event persist for more than 30 days, either party may, by written notice to the other party, unilaterally terminate this Contract. Termination of the Contract in this case shall not affect the other party's other rights under the Contract.

Article 10: DISPUTE RESOLUTION

Any dispute between the Parties related to this Contract shall first be resolved through amicable negotiation. Should resolution not be achieved through amicable negotiation, either party shall submit the matter to the competent Court for resolution in accordance with current Law.

Article 11: GENERAL PROVISIONS

The Parties commit to strictly implement the terms agreed upon in this Contract. Any Party that unilaterally suspends or terminates this Contract without legitimate Reasons shall be penalized for violation according to the provisions of Law. Concurrently, they shall compensate the other Party for damages (If any).

After 30 days from the Date of expiration of the contract term, if the parties fulfill all related obligations including: obligations of goods transportation and delivery, payment obligations, compensation obligations (If any), and information confidentiality obligations, the contract shall be automatically liquidated.

This Contract shall take effect from the Date of signing by both Parties.

This Contract is made in 04 copies (in Vietnamese) with equal legal validity, each Party retaining 02 copies for joint execution.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B



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**FRAMEWORK AGREEMENT FOR THE PURCHASE AND SALE OF
STEEL BILLETS**

No.: -2026/TNB-VNT

- Pursuant to Civil Code 91/2015/QH13, dated November 24, 2015, of the National Assembly of The Socialist Republic Of Viet Nam.
- Pursuant to Commercial Law No. 36/2005/QH11, dated June 14, 2005, of the National Assembly of The Socialist Republic of Viet Nam, and its guiding Decrees, Circulars, and other implementing documents.
- Pursuant to Enterprise Law No. 59/2020/QH14, promulgated by the National Assembly of THE SOCIALIST REPUBLIC OF VIETNAM on June 17, 2020, effective from January 01, 2021.
- Based on the capacity, needs, and mutual agreement of both parties.

Today,/...../ 2026, we consist of:

PARTY A: VIETNAM FOREIGN TRADE FREIGHT FORWARDERS JOINT STOCK COMPANY

Address : 102C Nguyen Van Cu Street, Cau Ong Lanh Ward, Ho Chi Minh City.
Telephone : 028 39414919 Fax:
Tax Code : 0300648264
Account No. : 0071000005287
At the bank : Vietnam Joint Stock Commercial Bank for Foreign Trade - Ho Chi Minh City Branch
Representative : Mr. **Ha Minh Huan** Position: General Director
(Hereinafter referred to as “the Seller”)

PARTY B: VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY

Address : Lot No. 2, Road No. 3, Nhon Trach II - Nhon Phu Industrial Park, Nhon Trach Commune, Dong Nai Province, Vietnam.
Account : 111 000 106 412 – Vietnam Bank for Industry and Trade – Nhon Trach Branch, Dong Nai.
Or Account No. : 31 00 793619 – Bank for Investment and Development of Vietnam - Ho Chi Minh City Branch
Account Name : NHA BE STEEL JOINT STOCK COMPANY - VNSTEEL
Tax Code: 0305393838
Representative : Mr. NGUYEN MINH TINH Position: General Director
(Hereinafter referred to as “the Buyer”)

Following discussions, both parties agree to sign a framework agreement for the purchase and sale of steel billets with the following terms:

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

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

- a) Contract Term: Is the period during which the Parties exercise their rights and obligations under this Agreement, including any extension of the Contract Term.
- b) Contract Value: Is the total value of Goods that Party B must fully and timely pay to Party A for the Goods supplied by Party A to Party B.
- c) Purchase Order/Contract Addendum: Is a document modifying or supplementing the terms of the Agreement, thereby specifying the type of Goods, price of Goods, time, method of delivery and receipt of Goods, promotions, and other matters related to the purchase and sale of Goods between the two Parties.
- d) Delivery/Acceptance/Handover Minutes: Is a document signed by the Parties to confirm the quantity of Goods delivered, received, and accepted in accordance with the terms of this Agreement and its Addenda.
- e) Business Secrets and Intellectual Property Assets: Are information, documents, ideas, business, images, etc., expressed or stored in the form of text, computer files, emails, images, etc., that each party lawfully acquires and owns.
- f) Confidential Information: Refers to information constituting trade secrets, assets, and intellectual property specified in the Contract and Addendum, which the Parties become aware of or have access to during the performance of this Contract.
- g) Authorized Holders of Confidential Information: Refers to individuals directly or indirectly involved in the performance of the Parties' Contract. However, the Parties agree that this agreement also applies to all employees of the Parties who are not "Authorized Holders of Confidential Information" but for any Reasons may become aware of or have access to "Confidential Information".
- h) "Party" means Party A or Party B, and "Parties" means Party A and Party B.

1.2 Interpretation:

- a) The words "of this Contract", "in this Contract" and "under this Contract" and words of similar Content, when used in this Contract, shall refer to this entire Contract and not to any specific provision of this Contract.
- b) If any conflict arises between the Content of an article, clause, sub-clause or item and its heading, the Content of such article, clause, sub-clause or item shall apply to resolve related issues. Headings are for convenience of reference only and shall not affect the interpretation of the articles, clauses, sub-clauses or items or applicable sections of this Contract.

ARTICLE 2. INFORMATION ON GOODS FOR SALE AND PURCHASE

2.1 Goods for Sale and Purchase: Party A agrees to sell to Party B Goods which are types of Billets

Steel based on Party B's demand and Party A's supply capacity. Detailed information shall be specifically stipulated in each Contract Addendum at each time.

2.2 Quantity and Selling Price of Goods: Specifically stipulated in each Contract Addendum at each time, but not exceeding 5,000 tons/month.

ARTICLE 3. TIME AND METHOD OF GOODS DELIVERY AND ACCEPTANCE

3.1 Delivery Location:

Goods shall be delivered by Party A's transportation means at Party B's factory warehouse at the Address: Nhon Trach II - Nhon Phu Industrial Park, Nhon Trach Commune, Dong Nai Province, Vietnam.

3.2 Delivery Time: Specifically stipulated in each Contract Addendum at each time.

3.3 Basis for Determining the Quantity of Goods Delivered and Accepted for Payment:

The quantity of Goods shall be determined by Party B's electronic scale and the number of bars counted directly. The two Parties shall prepare a Goods Delivery and Acceptance Record to determine the "Quantity of Goods for Payment". Party B is responsible for providing a summary sheet of weighing slips for Goods (via Party B's electronic scale) for each vehicle to Party A for the two Parties to use as a basis for determining the "Quantity of Goods for Payment".

3.4 Notification of Goods Delivery and Acceptance:

Party A shall notify Party B in advance of transportation vehicle information, chemical composition, and estimated arrival time at the goods delivery location for Party B to prepare for acceptance;

Party A shall deliver a batch/lot ranging from 12 - 15 tons.

3.5 Goods Delivery and Acceptance Record:

Immediately after the completion of goods delivery and acceptance, the Parties shall proceed to prepare and sign the Goods Delivery and Acceptance Record (according to Party B's template) to serve as a basis for settlement, whereby:

The sales representative of Party A and the representative of Party B shall directly sign the Delivery and Acceptance Record immediately after the completion of goods delivery and acceptance.

3.6 Ownership of Goods: The time of transfer of ownership of the Goods is the time when the Parties complete their obligations of delivery/acceptance of the Goods (based on the Goods Delivery/Acceptance Record with the confirmed signatures of the Parties' representatives).

ARTICLE 4. COMPLAINTS AND HANDLING OF NON-CONFORMING GOODS

In the event that after delivery, Party B discovers defects in the Goods (defects due to manufacturing and/or transportation by Party A), the handling of complaints regarding the Goods shall be carried out according to the following provisions:

- 4.1 Complaints by Party B regarding non-conforming Goods (If any) shall be made in writing or via email and sent to Party A within fifteen (15) days from the Date of completion of Goods delivery and receipt, clearly and fully stating information about the non-conforming Goods (attaching the inspection results from Quatest 3).
- 4.2 Within ten (10) working days from the Date of receiving Party B's complaint regarding the quality of Goods, Party A shall respond to the receipt of the complaint and actively seek the cause and remedial measures for the non-conforming Goods for Party B.
- 4.3 Costs related to the inspection of non-conforming Goods shall be borne by Party A (If any).

ARTICLE 5. PAYMENT

Payment Method:

5.1 Bank transfer in Vietnamese Dong (VND) according to Party A's account information as mentioned above.

5.2 Payment Term: Specifically stipulated in each Contract Appendix at each time.

5.3 Documents for Final Settlement:

- a) Goods Delivery/Acceptance Minutes with confirmation from representatives of both parties;
- b) Value Added Tax Invoice;

- c) Goods Quality Certificate;
- d) Detailed Goods Delivery and Receipt List (provided by Party B);
- e) Debt Reconciliation Minutes (If any);
- f) Violation Penalty/Compensation Minutes (If any);

ARTICLE 6. RIGHTS AND OBLIGATIONS OF PARTY A

6.1 Obligations of Party A:

- a) Deliver Goods strictly in accordance with the Content confirmed by the Parties on the Purchase Order/Contract/Contract Appendix
- b) Issue Value Added Tax invoices to Party B in accordance with regulations.
- c) Be responsible for the information and quality of Goods supplied to Party B according to the registered standards.
- d) Party A's personnel and transportation vehicles, upon delivering Goods to Party B's Factory must strictly comply with Party B's Occupational Safety and Health regulations. In the event of disagreement between the Parties, Party B reserves the right to refuse entry of vehicles into the Factory.
- e) Provide accurate and complete legal documents and quality certificates for the Goods, in accordance with the manufacturer's standards, accompanying the Goods delivered to Party B upon request.

6.2 Rights of Party A:

- a) Temporarily suspend the supply of Goods to Party B if Party B breaches its obligations under the Contract/Contract Appendix or Purchase Order.
- b) Refuse to participate in resolving issues if Party B fails to comply with the terms stated in this Contract.

ARTICLE 7. RIGHTS AND OBLIGATIONS OF PARTY B

7.1 Obligations of Party B:

- a) Receive Goods strictly in accordance with the agreement in the Purchase Order/Contract/Contract Appendix.
- b) Store Goods after receipt in accordance with Party A's technical requirements.
- c) Make full and timely payment as agreed.
- d) Directly contact the highest-ranking leader of the Sales Department or Party A's legally authorized representative If any difficulties or issues arise during the transaction.

7.2 Rights of Party B:

Has the right to refuse to accept Goods when Party A delivers Goods that do not conform to standards or requirements.

ARTICLE 8. CONTRACT VIOLATION AND PENALTIES

8.1 Contract Violation: Refers to a situation where one of the Parties commits an act of violating the terms or obligations in the Contract/Addendum or fails to meet the conditions ensuring the performance of the Contract, unless the defaulting Party, due to a Force Majeure Event, has taken all necessary measures to rectify and has remedied such violation within thirty (30) days from the Date of the Force Majeure Event.

8.2 Contractual Penalties for Violation: If the defaulting Party does not immediately cease the violating act and/or does not remedy the consequences of the violating act within the period stated in the notice from the non-defaulting Party, then the defaulting Party, in addition to the obligation to compensate for all damages incurred by the other Party, shall also be

subject to a contractual penalty of eight percent (08%) of the value of the violated contractual obligation.

ARTICLE 9. EFFECTIVENESS OF CONTRACT

This Contract shall be effective from the signing Date until the end of December 31, 2026.

ARTICLE 10. FORCE MAJEURE

10.1 Force Majeure refers to an objective event beyond the control of the Parties, causing one or more Parties to be unable to perform or to delay the performance of obligations under the Contract or to be unable to continue performing the Contract, such as: earthquakes, storms, floods, whirlwinds, tsunamis, landslides, fires, war or the risk of war, and other unforeseen disasters, changes in policy or prohibitions by competent State authorities.

10.2 Responsibilities of the Parties in the event of Force Majeure: The failure of a Party to fulfill its obligations due to a Force Majeure event shall not be a basis for the other Party to terminate the Contract. However, the Party affected by the Force Majeure event shall have the obligation to:

- a) Take reasonable preventive measures and necessary alternative measures to minimize the impact caused by the Force Majeure event.
- b) Immediately notify the other Party of the occurrence of the Force Majeure event within seven (07) days after the Force Majeure event occurs.

10.3 If the Force Majeure continues for a continuous period exceeding thirty (30) days, the two Parties shall agree as soon as possible on whether to continue or cancel the Contract without either Party having any claims against the other.

ARTICLE 11. NOTICES AND COMMUNICATION

11.1 Notices to the other Party must be in the form of email/written document and must be delivered: (i) by hand delivery, or (ii) by registered mail through courier companies, or (iii) by electronic mail (email) to that Party's address as per the Contract.

11.2 The address for receiving Notices for the Parties shall be the address stated at the beginning of the Contract or such other address as the Parties may notify the other Party in writing from time to time.

11.3 Notices shall be deemed to have been received on the Date such notice (i) is hand-delivered and acknowledged by the recipient's signature, or (ii) is sent by email.

11.4 The Parties shall have the obligation to notify the other Party in writing, along with supporting documents, within five (05) working days from the occurrence of any changes affecting the implementation of the terms of this Contract, such as: changes in name, address, legal representative, business type; transaction office, or person in charge.

ARTICLE 12. CONFIDENTIALITY OF INFORMATION

During the performance of the Contract, the Parties commit to implementing the following Content:

12.1 Confidentiality of the Parties' information when entrusted by the other Party for the implementation of the Contract.

12.2 Not to use, copy, or create new works or Goods based on this information for purposes other than the scope of work under the Contract.

12.3 Not to disclose Confidential Information to any person or other third party without the prior written consent of the Party owning the Confidential Information, except for disclosure required by competent State authorities.

12.4 Commitment not to infringe each other's intellectual property rights during the performance of
the relevant Contract in accordance with the provisions of law.

ARTICLE 13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Activities related to the sale and purchase of Goods under this Contract shall be primarily governed by and construed in accordance with the current Vietnamese Commercial Law.

13.2 During the performance of the Contract, If any dispute arises, the two Parties shall negotiate to resolve it in a spirit of cooperation and mutual benefit. If the dispute cannot be resolved through negotiation, it shall be submitted to the competent Court of Dong Nai province for resolution. All judgments of the Court shall be the final Decision that the Parties must comply with. The losing Party shall bear all court fees, including the legal fees of the winning Party and any penalties/compensation as per the Court's judgment.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 Any amendment/supplement to this Contract must be made in writing and signed and sealed by the authorized representatives of the Parties to be effective.

14.2 Subsequent Purchase Orders/Contract Addenda arising from time to time shall form an integral part of this Contract. If any provision in a Purchase Order/Contract Addendum conflicts with the provisions of this Contract, the provisions of the Purchase Order/Contract Addendum shall prevail.

14.3 Nothing in this Contract shall be construed as one Party acting as an agent for the other Party, and neither Party shall have the authority to bind the other Party or enter into contracts in the name of the other Party or create any liability for the other Party in any manner whatsoever.

14.4 No waiver by a Party of any right or remedy under this Contract shall be effective unless such waiver is in writing and signed by the Parties. The failure or delay of a Party to exercise any right or remedy under this Contract shall not constitute a waiver of that right.

14.5 Without the prior written consent of one Party, the other Party shall not assign, transfer, or mortgage any part or all of its rights and obligations under this Contract and its attached Addenda.

14.6 This Contract is made in four (04) copies in Vietnamese, all having equal legal validity. Each Party shall keep two (02) copies for implementation.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B



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PRINCIPLE CONTRACT

No.: -2026/TNB-VIN/HĐNT

- Pursuant to Civil Code 91/2015/QH13, dated November 24, 2015, of the National Assembly of THE SOCIALIST REPUBLIC OF VIETNAM.
- Pursuant to Commercial Law No. 36/2005/QH11, dated June 14, 2005, of the National Assembly of The Socialist Republic Of Vietnam, and its guiding Decrees, Circulars, and implementing documents.
- Pursuant to Enterprise Law No. 59/2020/QH14 issued by the National Assembly of The Socialist Republic Of Vietnam on June 17, 2020, effective from January 01, 2021.
- Pursuant to the capabilities, needs, and mutual agreement of both parties.

Today, , 2026, at the office of Vietnam Foreign Trade Warehousing and Forwarding Joint Stock Company, we include:

PARTY A: VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY

Address : Lot No. 2, Road No. 3, Nhon Trach II - Nhon Phu Industrial Park, Nhon Trach Commune, Dong Nai Province, Vietnam.

Business Registration Certificate No.: 0305393838, first registered on December 25, 2007, 10th amendment on September 06, 2025.

Account : 11 000 106412 – Vietnam Joint Stock Commercial Bank for Industry and Trade – Nhon Trach Branch, Dong Nai.

Or Account No. : 3100 793619 – Joint Stock Commercial Bank for Investment and Development of Vietnam - Ho Chi Minh City Branch.

Account Name : NHA BE STEEL JOINT STOCK COMPANY - VNSTEEL

Tax Code : 0305393838

Represented by Mr./Ms. : NGUYEN MINH TINH Position : General Director

(Hereinafter referred to as “Buyer”)

PARTY B: VIETNAM FOREIGN TRADE WAREHOUSING AND FORWARDING JOINT STOCK COMPANY (ABBREVIATED NAME: VINATRANS)

Address: 102C Nguyen Van Cu Street, Cau Ong Lanh Ward, Ho Chi Minh City.

Account : 0071000005287 at Joint Stock Commercial Bank for Foreign Trade of Vietnam - Ho Chi

Minh City Branch.

Tax Code : 0300648264

Represented by Mr./Ms.: Mr. HA MINH HUAN Position: General Director

(Hereinafter referred to as "Seller")

Both Parties agree to sign this contract with the stated terms, including documents specifying service prices attached to the contract.

ARTICLE 1: DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1. Definitions

- "Contract" means an agreement for services, including the Appendix;
- "Fee" means the amount requested by the Seller for payment, as shown in the Quotation agreed upon by both Parties;
- "Disbursement" means expenses paid by the Seller to a third party at the request of the Buyer;
- "Effective Date" means the date mentioned above, or if earlier, the date on which the Service commences;
- "Force Majeure" means a cause, condition, event, or circumstance that occurs objectively, beyond reasonable control, including but not limited to natural disasters such as floods, storms, earthquakes, fires, wars, acts of terrorism, strikes, embargoes, or changes in Government policy, and which cannot be overcome despite all necessary and feasible measures having been taken.
- "Service" means the service provided by the Seller to the Buyer as stipulated in the Appendix; "SOPs" means standard operating procedures (If any), attached in the Appendix;
- "Subcontractor authorized by the Seller" means a third party engaged by the Seller in the performance of services under this Contract, including but not limited to inspection companies...
- "Key Performance Indicators" or "KPIs" means the Seller's performance during the Contract term as stipulated in the Appendices.

1.2. Principles of Contract Interpretation In this Contract, unless otherwise provided:

- (a) Headings are for convenience of reference only and shall not affect the interpretation of any provision in this Contract.
- (b) References to Articles, Sections and paragraphs in the Appendices of this document, unless otherwise provided, are references to the Articles, Sections and paragraphs of this Contract itself.
- (c) The phrases "of this Contract", "in this Contract" and "hereunder" and similar phrases, as used in this Contract, refer to this Contract as a whole and not to any particular provision of this Contract. References to any document, instruction, or Contract, Agreement shall (i) include all its appendices, accompanying documents, and other attached documents, (ii) include all documents, instructions, or Contracts, Agreements adopted and executed to replace the aforementioned documents, instructions, or Contracts, Agreements, and (iii) mean the documents, instructions or Contracts,

Agreements, or their replacement documents, instructions or Contracts, Agreements, or their amendments, changes and supplements, from time to time, in accordance with the terms stated herein and in effect, from time to time.

(d) "In writing", "written" and equivalent terms refer to printing, typewriting and other means of creating text (including electronic means) in a visible form.

(e) Any singular term in this Contract shall be deemed to include the plural and any plural term shall be deemed to include the singular.

(f) All references to "days" mean calendar days, unless a Business Day is expressly specified.

ARTICLE 2: CONTENT OF CONTRACT

2.1. The Buyer agrees for the Seller to provide the Service under the terms and conditions of this Contract.

2.2. The Seller agrees to provide services as requested by the Buyer related to the following tasks:

- Arranging international freight forwarding services by air/sea from Vietnam to foreign countries and vice versa, depending on each order.
- Domestic freight forwarding and transportation.
- Customs clearance services.
- Customs agency.
- Carrying out procedures for obtaining certifications, specialized inspections, self-declaration, conformity declaration, registration, notification, and quality inspection.
- Other services as requested by the Buyer.

2.3. Within the framework of this Contract, the Parties shall further sign Appendices, SOPs detailing the Content of work, service quality, delivery time and location, service fees, payment methods, and other terms (If any).

2.4. Accordingly, the Buyer shall request the corresponding service for each specific shipment in writing, email, fax, etc. Details regarding the type of service, procedures, time and location for performing and completing the work, costs, etc., will be agreed upon by both Parties prior to execution.

2.5. The Parties shall perform the Services based on the SOPs, and the SOPs will be updated from time to time depending on the Buyer's operational needs.

ARTICLE 3: SERVICE FEES AND PAYMENT

3.1. Service fees are stated in the Quotation provided by the Seller and agreed upon with the Buyer. These service fees will be fixed for the billing period agreed upon by the Seller and the Buyer through: writing, email, messages.

3.2. If any changes to the Fees occur, the Seller must notify the Buyer in writing, and the new fee quotation will only be applied when the Seller receives the Buyer's written approval, email, or

messages.

3.3. Within two working days from the Date the Buyer receives the Seller's service fee statement, the Buyer is responsible for checking and confirming the statement. If the aforementioned deadline is exceeded and the Seller does not receive a response from the Buyer, the Seller shall understand that the Buyer has agreed to the entire Content of the statement.

3.4. All service fees for each shipment for which services have been completed and all documents received will be fully paid by the Buyer to the Seller within 15 days of the service invoice Date or the Date the Seller provides the service statement.

3.5. For all disbursements and charges for each shipment for which services have been completed and all documents received, payment will be fully made by the Buyer to the Seller within 7 days.

3.6. The total credit limit for services and disbursements is: 1 Billion VND.

3.7. Payment method is by bank transfer or cash.

3.8. Payment documents are stipulated in the SOPs or Annexes.

3.9. Within 30 days from the Date the Buyer receives the payment request documents from the Seller, the Buyer shall pay the Seller by bank transfer, prioritizing payments for obligations that arise first. If the payment due Date has not arrived but the total accrued service amount has exceeded the credit limit, then the Buyer must pay the total exceeding debt within 7 days from the Date the debt exceeds the limit. Beyond the payment due Date, in addition to the principal debt, Party B must pay Party A late payment interest calculated on the overdue amount at the one-month savings deposit interest rate at Vietcombank Ho Chi Minh City Branch plus 3.0%/year.

3.10. Based on the agreement, the Seller has the right to complete all ongoing work, and accordingly, the Buyer must fully pay for the work according to the current quotation of this Contract in case of early termination.

ARTICLE 4: CONTRACT TERM

4.1. This Contract is effective from the signing Date until December 31, 2026, or until terminated under the following circumstances:

4.1.1. One Party sends a written notice to the other Party at least three (03) months in advance and receives the other Party's consent.

4.1.2. The Seller or the Buyer seriously breaches its obligations under this Contract and the parties have no other written agreement.

4.1.3. The breaching Party cannot remedy the breach within thirty (30) days from the Date of notification by the other Party.

4.2. In the event of Contract termination, the Parties to this Contract shall continue to fulfill all rights and obligations that arose prior to the Contract termination date.

ARTICLE 5: INFORMATION

5.1. The Buyer shall provide the Seller with instructions that are as complete and clear as possible regarding the volume, specifications, and other information related to the Service.

5.2. The Seller shall fully and promptly update the Buyer on the information stipulated for the provision of the Service.

ARTICLE 6: RESPONSIBILITIES OF THE PARTIES

6.1 Responsibilities of the Seller:

6.1.1. Ensure full legal capacity to participate in and execute this Contract.

6.1.2. Request the Buyer to provide complete and accurate information related to the execution of this Contract.

6.1.3. Provide free professional advice in compliance with current regulations related to customs declaration services provided under this Contract.

6.1.4. Ensure the quality of services provided according to the committed plan and schedule.

6.1.5. Perform and complete all reasonable and necessary procedures according to each service request from the Buyer.

6.1.6. On behalf of the Buyer, the Seller shall advance fees and/or charges related to the services in Article 2.

6.1.7. Request the Buyer to pay service fees as stipulated in the Contract and Appendix (If any).

6.1.8. The Seller shall be exempt from liability for loss or damage to goods in the following cases:

- Force majeure or objective impediments as stipulated in Article 5.
- Malicious, intentional acts or unlawful conduct by the Consignee or their employees;
- Losses, damages, or costs due to inherent defects, latent defects, or the inherent natural characteristics of the goods;
- Overloading (for full container load cargo) or improper loading that does not ensure the safety of goods during transport, or incorrect declaration of goods as stipulated in this contract.
- Improper packaging, unsuitable packing, or goods damaged prior to loading onto the means of transport.
- The carrier shall not be responsible for the quality or quantity of goods loaded in the container if the seal remains intact, and the container shell shows no signs of impact or dents during transportation.
- Other cases as stipulated by the Brussels Convention, Hamburg Rules, Vietnam Maritime Code 2015, Commercial Law 2005, Decree 87/2009/ND-CP, amending and supplementing documents, and/or other relevant current Vietnamese legal documents.

6.2 Responsibilities of the Buyer

6.2.1. Pay in full and on time all fees (service, advance payment, etc.) stipulated in Article 3.

6.2.2. Notify the Seller of the import/export plan and goods details via fax, Telephone, or email for the Seller to prepare for execution.

6.2.3. Provide samples, related information, and other necessary documents accurately and promptly as agreed by both Parties, such as: CFS Certificate, Health Certificate, Bill of Lading, Commercial Invoice, Packing List, Sale Contract, Certificate of Origin (CO), Letter of Credit (L/C) (If any) ...

6.2.4. Be legally responsible in case of providing illegal or invalid documents to the Seller, leading to legal violations.

6.2.5. Shall be responsible for all risks related to the legal status of the goods; errors, non-conformity of documents/materials of the goods, and origin of the goods. The Buyer shall be responsible for paying all incurred costs (If any).

6.2.6. Support the Seller in applying HS codes; If any conflict arises between the Parties, the final Decision shall rest with the Buyer.

6.2.7. Confirm documents/declarations/bills of lading... provided by the Seller.

6.2.8. Pay import/export duties, value-added tax, and other taxes related to imported goods in accordance with current legal regulations.

6.2.9. Ensure that all access routes and warehouses at the delivery/receipt location are in good and safe condition for loading and unloading goods and inform the Seller of the conditions and delivery times.

6.2.10. Pay service fees, advanced fees, charges, surcharges, ... and other agreed-upon fees If any such surcharge arises due to the fault of the Buyer or the Buyer's partner.

6.2.11. The Buyer must provide the Seller with complete and accurate written orders, documents, and customs declaration, delivery, and pickup information with reasonable prior notice as stipulated in the SOPs for the Seller to fulfill its obligations;

6.2.12. The Buyer is obligated to ensure that when the Seller receives the goods at the pickup point, all goods have been fully and properly prepared, packed, arranged, labeled, and marked in accordance with regulations and the nature of the goods.

ARTICLE 7: FORCE MAJEURE

7.1. In the event of a force majeure event (natural disaster, war, riot, epidemic...) or unforeseen circumstances determined by the competent authority and beyond the control of the Parties ("Force Majeure Event"), leading to either Party's delay or failure to perform any obligation under this Contract despite having used all necessary measures and capabilities permitted to one of the parties, shall not be considered a breach of Contract or render that Party liable to the other for any such delay in performance of the aforementioned obligations. Delay in performing obligations due to a Force Majeure Event shall not be grounds for the other Party to terminate the contract, unless otherwise agreed by the Parties.

7.2. The Party delaying performance must notify the other Party in writing within 5 days from the occurrence of the force majeure event regarding the nature of the event and its impact on their ability to perform their obligations. The performance of obligations shall be extended for a reasonable period in accordance with the terms of this contract and as approved by the Parties.

7.3. If the performance of any obligation under this Contract by any Party is delayed or hindered by a Force Majeure Event for a continuous period exceeding one (01) month, the Parties shall negotiate in good faith to reach a fair and reasonable written agreement on amendments or other arrangements to mitigate the effects of the Force Majeure Event.

7.4. In the event that the Contract must be terminated because the parties cannot continue performance, the Buyer shall pay the Seller all reasonable actual costs incurred up to the time of Contract termination. If the Seller has received an advance payment from the Buyer, the Seller shall refund the Buyer the advance payment received after deducting all reasonable actual costs incurred up to the time of Contract termination.

ARTICLE 8: GOVERNING LAW AND DISPUTE RESOLUTION

8.1. This Contract shall be interpreted and governed by Vietnamese law;

8.2. If any dispute arises during the signing and performance of this Contract, the Parties shall first agree to resolve it through negotiation and conciliation. Should the dispute not be resolved through negotiation and conciliation within thirty (30) days from the Date the dispute arises, each Party shall have the right to submit such dispute to commercial arbitration or a competent Court for resolution. The Decision of the commercial arbitration or the Court shall be legally binding on the Parties for enforcement. All costs for dispute resolution in court shall be borne by the losing Party.

ARTICLE 9: GENERAL PROVISIONS

9.1. This Contract contains the entire agreement between the Parties and supersedes any prior understandings or agreements, whether written or oral. Any amendments or additions to this Contract shall be made in writing and signed by the Parties.

9.2. If any provision of this Contract is held to be invalid, illegal, or unenforceable for any Reasons by a declaration of a competent Court, that provision shall be severed and removed, and the remainder of this Contract shall continue in full force and effect.

9.3. This Contract shall not obligate the Buyer to exclusively use the Seller's services during the term of this Contract, except for service requests already agreed upon by both Parties.

9.4. This Contract is made in 04 (four) copies of equal legal validity. Each Party shall keep 02 (two) copies for implementation.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B



THE SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom – Happiness

PRINCIPLE CONTRACT FOR THE PURCHASE AND SALE OF STEEL BILLETS

No.: 01/2026/HĐNT/VTM-NB

- Pursuant to Civil Code No. 91/2015/QH13 dated November 24, 2015, of the National Assembly of The Socialist Republic of Viet Nam, effective from January 01, 2017;

- Pursuant to Commercial Law No. 36/2005/QH11 dated June 14, 2005, of The Socialist Republic Of Vietnam, adopted by the National Assembly on June 14, 2005, and effective from January 01, 2006;

- Based on the capabilities and needs of the parties

Today,/...../2026, at the office of Viet Trung Mineral and Metallurgy Co., Ltd., the parties include:

SELLER: VIET TRUNG MINERAL AND METALLURGY CO., LTD.

Address : Tang Loong Industrial Park, Tang Loong Commune, Lao Cai Province.

Tax identification number: 5300 232 681

Account : 394698008 at Vietnam Prosperity Commercial Joint Stock Bank (VPBank) - Lao Cai Branch.

Representative : Mr. Ngo Sy Hieu Position: Deputy General Director in charge

BUYER: VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY

Business Registration Certificate No.: 0305 393838 - 001, first registered on November 01, 2010, amended for the 5th time on May 10, 2023;

Address : Nhon Trach 2 - Nhon Phu Industrial Park, Nhon Trach Commune, Dong Nai Province

Phone: 0251.356.9672

Fax: 0251.356.9673;

Account Name: NHA BE STEEL JOINT STOCK COMPANY - VNSTEEL

Account : 111 000 106412 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Nhon Trach, Dong Nai;

Or Account: 3100 793619 at Joint Stock Commercial Bank for Investment and Development of Vietnam - Ho Chi Minh City Branch;

Tax identification number: 0305 393838

Representative : Mr. Nguyen Minh Tinh Position: General Director

After discussions, both parties agree to sign a principle contract for the purchase and sale of steel billets with the following terms and conditions:

ARTICLE 1: GOODS - QUANTITY - SPECIFICATIONS - QUALITY

- 1.1 Product Name: Steel billets of grades CB240T, CT38, SD295/CT42, CT51,...
- 1.2 Specifications: 130 x 130 x 12,000 (mm)
- 1.3 Origin: Viet Trung Mineral and Metallurgy Co., Ltd.
- 1.4 Quantity: Minimum 3,000 tons/month, maximum 9,000 tons/month

- 1.5 Quality: Specifically stipulated in the sales contract. The quality of the goods shall comply with current regulations or according to the purchase order.

ARTICLE 2: PRICE

- 2.1 From the 25th of each month (or if the Buyer has other arising needs), both parties shall work (in person or online) to determine the price for the quantity of goods to be delivered in the subsequent month, based on market prices. After the work results are obtained, the Seller shall send a written offer for steel billet sales to the Buyer, and the Buyer shall confirm it to serve as the basis for drafting specific sales contracts.

ARTICLE 3: DELIVERY METHOD - DELIVERY TIME

- 3.1 Delivery Notification: The Seller shall notify the Buyer 03 days in advance of delivery to allow the Buyer to prepare a plan for receiving the goods.
- 3.2 Delivery location: On the Seller's means of transport at Tin Nghia – Nhon Trach – Dong Nai inland waterway port

ARTICLE 4: PAYMENT

- 4.1 Payment method: By bank transfer.
- 4.2 Currency of payment: Vietnamese Dong.
- 4.3 Payment term: As agreed by both Parties and stipulated in each Appendix of the order.

ARTICLE 5: GENERAL PROVISIONS

- 5.1 Both Parties commit to fully and strictly implement the terms and conditions stipulated in the master contract. During the implementation process, If any difficulties arise, both Parties shall promptly notify each other in writing and resolve them jointly.
- 5.2 In the event of force majeure events that prevent the performance of this contract, the contract shall be liquidated without fault from either Party. Force majeure events are understood as circumstances beyond the control of both Parties.

ARTICLE 6: TERM AND EFFECTIVENESS OF THE CONTRACT

- 6.1 This master contract is effective for 12 months from the signing Date.
- 6.2 Any amendments or additions during the contract's effective period must be agreed upon by both Parties through a contract appendix. Such contract appendices are an integral part of this contract.
- 6.3 This contract is made in 04 copies, each Party retaining 02 copies of equal legal value.

REPRESENTATIVE OF THE BUYER

REPRESENTATIVE OF THE SELLER



**VNSTEEL - NHA BE STEEL
JOINT STOCK COMPANY**

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness

No.: 19 /TTr-HĐQT

Dong Nai, March ...⁰⁶..., 2026

PROPOSAL
General Meeting of Shareholders for approval
Delegating authority to the Board of Directors to approve the sales credit limit

Pursuant to the Charter of Organization and Operation of VNSTEEL - Nha Be Steel Joint Stock Company.

The Company's Board of Directors submits to the 2026 Annual General Meeting of Shareholders a proposal regarding the Delegating authority to the Board of Directors to approve the sales credit limit, specifically as follows:

Sales credit limit: 200 Billion VND for Southern Steel One Member Limited Company - VNSTEEL.

Sales credit limit: 3 Million USD for Chip Mong Group Co., Ltd - Cambodia.

Respectfully submitted to the General Meeting of Shareholders for consideration, approval, and voting.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

Recipients:

- GMS;
- Archive: Clerk, Person in charge of Corporate Governance.



Duong Trung Toan



THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness

**PRINCIPLE CONTRACT FOR DEFERRED STEEL
PURCHASE AND SALE**

Contract No.: 02-2026/HĐTC-TMN

- Pursuant to Civil Code No. 91/2015/QH13 dated November 24, 2015 and its implementing guidelines;
- Pursuant to Commercial Law No. 36/2005/QH11 dated June 14, 2005 and its implementing guidelines;
- Based on the needs and capabilities of both parties

Today, _____, 2026, at the office of Southern Steel One Member Limited Liability Company – VNSTEEL, representatives of two entities include:

Seller: VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY (hereinafter referred to as Party A)

Address: Lot No. 2, Road No. 3, Nhon Trach II - Nhon Phu Industrial Park, Nhon Trach Commune, Dong Nai Province, Vietnam

Business Registration Certificate No.: 0305393838, first registered on December 25, 2007, 10th amendment on September 06, 2025.

Telephone: 0251 3569 672 Fax: 0251 3569 673

Tax Code: 0305393838

Account: - No. 111000106412 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Nhon Trach Branch

- No. 3100793619 at Joint Stock Commercial Bank for Investment and Development of Vietnam – Ho Chi Minh City Branch.

- No. 1044911786 at Joint Stock Commercial Bank for Foreign Trade of Vietnam – Ho Chi Minh City Branch

Account Name: VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY

Represented by Mr. NGUYEN MINH TINH – General Director

Buyer: VNSTEEL - SOUTHERN STEEL COMPANY LIMITED (hereinafter referred to as Party B)

Address: Phu My I Industrial Park, Phu My Ward, Ho Chi Minh City, Vietnam

Business Registration Certificate No.: 3502269994, first registered on December 10, 2014, 8th amendment on July 11, 2025

Account No.: 0071000795392 at Joint Stock Commercial Bank for Foreign Trade of Vietnam – Ho Chi Minh City Branch

Telephone: 0254.3922091 Fax: 0254.3921005

Tax Code: 3502269994

Represented by Mr. LE VIET – General Director.

Both parties agree to sign the 2026 contract with the following content:

Article 1: Products, Quantity, Selling Price, and Value of Goods:

1.1 Products:

- Monthly, Party A shall sell to Party B steel products manufactured by Party A.
- Party A's steel products are manufactured according to standards equivalent to Japanese (JIS), American (ASTM), and Vietnamese (TCVN) standards. Party A shall supply Party B with products whose quality complies with the announced quality standards.
- Party A shall provide technical specifications, certificates of origin, and quality certificates for Party A's products upon Party B's request.

1.2 Quantity:

The quantity and specifications shall be determined per each order based on the Delivery Order issued by Party B.

The Delivery Order is an integral part of this Contract.

1.3 Unit Price and Value of Goods Sold:

- The unit price shall be based on the agreement between both parties at each specific time and shall be documented in writing, confirmed by both parties. The price confirmation document is an integral part of this contract.

Article 2. Costs Related to Sales and Brand Promotion of Southern Steel /V/

- **Party A is responsible for paying Party B the costs incurred related to sales and brand promotion activities.**

The two Parties agree on the unit fee (VND/ton) for settlement with Party B based on the invoice volume issued by Party A to Party B. The unit fee is stipulated in the inseparable appendix of this contract.

Article 3. Delivery and Receipt Method

Delivery and Receipt Location:

For road delivery: the delivery and receipt location is at Party A's warehouse, on Party B's vehicle.

For waterway delivery: the delivery and receipt location is at ports in Dong Nai and Ho Chi Minh City, Can Tho, Phu Quoc, Da Nang, Nha Trang areas, on Party B's vehicle.

Other delivery and receipt methods will be agreed upon by the two Parties through a contract appendix.

Loading and Unloading: Transportation vehicles are arranged by Party B, and the loading of goods onto the vehicles is borne by Party A.

Delivery and Receipt Method: Party A shall issue goods as instructed by Party B, as evidenced by the Goods Release Order issued by Party B. Party B shall appoint a representative to complete the goods receipt procedures at Party A's factory and regional warehouses. Upon completion of the delivery and receipt procedures, based on the documents confirming the quantity and the price agreement document at the time of delivery, Party A shall issue a VAT invoice to Party B.

From the time the goods delivery and receipt are completed, Party B shall bear full responsibility for the quantity of goods received from Party A.

Article 4. Payment Method.

Party A agrees to sell products to Party B on a credit basis with a credit limit of: 200,000,000,000 Billion VND (Two hundred billion VND).

Upon payment due Date, Party B shall pay 100% of the value of the issued VAT invoice by bank transfer to Party A's bank account or by means of a Debt Offset Agreement for purchase and sale between the two Parties (If any).

The due Date for payment of invoices issued for goods sold according to the Goods Release Order is the 4th day from the invoice issue Date.

If the payment due Date falls on a Saturday, Sunday, or public holiday as stipulated by the State, then the due Date shall be the next working day.

Beyond the payment deadline, in addition to the principal debt, Party B must pay Party A late payment interest calculated on the overdue amount at the 01 (one) month term deposit interest rate for Corporate Customers at Vietcombank plus 3%/year, in case Party B repays the debt before the due Date, Party B shall receive early repayment interest calculated on the early repaid amount at an interest rate similar to the late payment interest rate and shall be offset when calculating late payment interest.

Article 5. Responsibilities of the two Parties

5.1 Responsibilities of Party A:

Timely supply products, in the correct specifications and types as requested by Party B within Party A's capability.

Timely provide Party B with any changes in product selling prices.

Replace products damaged during loading and unloading caused by Party A or products that do not meet the standards requested by Party B, within the shortest possible time.

5.2 Responsibilities of Party B:

Promptly agree on prices whenever Party A proposes a price adjustment.

Pay for purchased goods to Party A on time.

Cooperate with Party A in advertising and introducing Party A's products.

Provide Party A with accurate market information such as: Consumption situation, price fluctuations, inventory levels, quality requirements, etc.

Article 6. Disputes and Dispute Resolution.

When disputes arise regarding the performance of the contract, the two Parties shall jointly negotiate to resolve them.

- If disputes cannot be resolved amicably through negotiation or mediation, both parties agree to submit them for adjudication at the competent court in Ho Chi Minh City.

Article 7. Contract Term.

- This contract is effective from January 01, 2026 until December 31, 2026.

Article 8. General Provisions

- Both parties are responsible for strictly adhering to the aforementioned terms. Should any difficulties or obstacles arise during the performance of the contract, the parties are responsible for notifying each other. Within 07 days, both parties shall convene a meeting to discuss and cooperate in resolving them. The contract may only be amended when both parties mutually agree and sign an addendum to implement it.

- Contract addenda are an integral part of the contract.

- The contract is made in 04 (four) copies, each party shall keep 02 (two) copies, all of which have equal legal validity./.

REPRESENTATIVE OF PARTY A
General Director

REPRESENTATIVE OF PARTY B
General Director

NGUYEN MINH TINH

LE VIET





DỰ THẢO
DRAFT

PRINCIPAL SALES CONTRACT
HỢP ĐỒNG NGUYÊN TẮC
NO. 01/HD-2026/NBS-CMG
SỐ. 01/HD-2026/NBS-CMG

NHON TRACH- DONG NAI PROVINCE, 2026
NHON TRACH- TỈNH ĐỒNG NAI, NGÀY THÁNG NĂM 2026

THIS PRINCIPAL SALES CONTRACT IS MADE BETWEEN
HỢP ĐỒNG NGUYÊN TẮC NÀY ĐƯỢC THIẾT LẬP GIỮA:

THE SELLER: VNSTEEL - NHABE STEEL JOINT STOCK COMPANY – NHON TRACH BRANCH

BÊN BÁN: CHI NHÁNH NHƠN TRẠCH - CÔNG TY CỔ PHẦN THÉP NHÀ BÈ - VNSTEEL
NHON TRACH II INDUSTRY ZONE - NHON PHU, PHU HOI WARD, NHON TRACH DISTRICT,
DONG NAI PROVINCE, VIETNAM
KHU CÔNG NGHIỆP NHƠN TRẠCH II - NHƠN PHÚ, XÃ PHÚ HỘI, HUYỆN NHƠN TRẠCH, TỈNH
ĐỒNG NAI, VIỆT NAM

TEL: +84 0251 569 672 FAX: +84 0251 569 673

REPRESENTED BY MR NGUYEN MINH TINH- GENERAL DIRECTOR.

ĐẠI DIỆN BỞI: ÔNG NGUYỄN MINH TÍNH- GIÁM ĐỐC

SELLER'S A/C NO AND INFORMATION ABOUT BENEFICIARY:

SỐ TÀI KHOẢN NGƯỜI BÁN VÀ THÔNG TIN VỀ NGƯỜI THỤ HƯỞNG:

ACCOUNT NAME: VNSTEEL - NHABE STEEL JOINT STOCK COMPANY

TÊN TÀI KHOẢN: CÔNG TY CỔ PHẦN THÉP NHÀ BÈ – VNSTEEL

ACCOUNT NUMBER: 31 000 27233 AT JOINT STOCK COMMERCIAL BANK FOR INVESTMENT
& DEVELOPMENT OF VIETNAM (BIDV), HO CHI MINH CITY BRANCH. SWIFT CODE:
BIDVVNVX

SỐ TÀI KHOẢN: 31 000 27233 TẠI NGÂN HÀNG TMCP ĐẦU TƯ & PHÁT TRIỂN VIỆT NAM
(BIDV), CHI NHÁNH TP HỒ CHÍ MINH. MÃ SWIFT: BIDVVNVX

OR ACCOUNT NUMBER: 1052514340 JOINT STOCK COMMERCIAL BANK FOR FOREIGN
TRADE OF VIETNAM, HO CHI MINH CITY BRANCH. SWIFT CODE: BFTVVNVX

HOẶC SỐ TÀI KHOẢN: 1052514340 TẠI NGÂN HÀNG THƯƠNG MẠI CỔ PHẦN NGOẠI
THƯƠNG VIỆT NAM, CHI NHÁNH TP.HỒ CHÍ MINH. MÃ SWIFT: BFTVVNVX

HEREINAFTER CALLED “PARTY A” (SAU ĐÂY GỌI LÀ “BÊN A”).

AND (VÀ):

THE BUYER: CHIP MONG GROUP CO., LTD.

BÊN MUA: CHIP MONG GROUP CO., LTD.

#UNIT 319A, CHIP MONG 271 MEGA MALL 3RD FLOOR & #402 4TH FLOOR, ST 271, PHUM
PREK TA NU, SANGKAT CHAK ANGRAE LEU, KHNA MEANCHEY, PHNOM PENH.,
CAMBODIA.

TEL.: 85 523 219 219 - FAX: 85 523 218 022

REPRESENTED BY MR. LEANG KHUN – EXECUTIVE CHAIRMAN.

ĐẠI DIỆN BỞI MR. LEANG KHUN – CHỦ TỊCH ĐIỀU HÀNH

HEREINAFTER CALLED “PARTY B” (SAU ĐÂY GỌI LÀ “BÊN B”).

BOTH PARTIES HAVE AGREED THIS CONTRACT IN ACCORDANCE WITH THE FOLLOWING
TERMS AND CONDITIONS

CẢ HAI BÊN ĐÃ THỎA THUẬN HỢP ĐỒNG NÀY THEO CÁC ĐIỀU KHOẢN VÀ ĐIỀU KIỆN
SAU:

ARTICLE 1. COMMODITY – QUANTITY – QUALITY – PRICE - INVOICE

ĐIỀU 1. HÀNG HOÁ - SỐ LƯỢNG - CHẤT LƯỢNG - GIÁ - HÓA ĐƠN

- PRODUCTS BRANDED SOUTHERN STEEL /V/ PRODUCED BY VNSTEEL-NHA BE STEEL: HOT ROLLED ANGLE STEEL AND HOT ROLLED STEEL DEFORMED BARS

SẢN PHẨM MANG THƯƠNG HIỆU THÉP MIỀN NAM /V/ SẢN XUẤT BỞI THÉP NHÀ BÈ-VNSTEEL: THÉP GÓC CÁN NÓNG VÀ THÉP THANH VẴN CÁN NÓNG

- THE BRAND PRODUCTS SOUTHERN STEEL /V/ ARE MANUFACTURED AS REQUIREMENT'S PARTY B AND THE NEGOTIATION BETWEEN THE TWO PARTIES.

CÁC SẢN PHẨM THƯƠNG HIỆU THÉP MIỀN NAM /V/ ĐƯỢC SẢN XUẤT THEO YÊU CẦU CỦA BÊN B VÀ ĐÀM PHÁN GIỮA HAI BÊN.

- THE PRICE, QUANTITY, SIZE AND GRADE WILL BE SHOWN IN THE CONTRACT'S ANNEX FOR EACH SHIPMENT.

GIÁ CẢ, SỐ LƯỢNG, CHỦNG LOẠI VÀ MÁC THÉP SẼ ĐƯỢC HIỂN THỊ TRONG PHỤ LỤC CỦA HỢP ĐỒNG CHO MỖI LÔ HÀNG.

- PRICE: FOB – PARTY A'S PORTS (INCOTERMS 2020)

GIÁ: FOB - CÁC CẢNG CỦA BÊN A (INCOTERMS 2020)

- INVOICE: MILL'S ACTUAL WEIGHT THROUGH WEIGHT SCALES OR MILL'S ACTUAL BARCODE.

HÓA ĐƠN: TRỌNG LƯỢNG THỰC TẾ QUA CÂN HOẶC THEO MÃ VẠCH.

ARTICLE 2. PACKING AND MARKING

ĐIỀU 2. ĐÓNG GÓI VÀ NHÃN HÀNG

- PACKING: MILL'S STANDARD.

ĐÓNG GÓI: THEO TIÊU CHUẨN.

- SHIPPING MARKS: MILL'S STANDARD.

NHÃN HIỆU: THEO TIÊU CHUẨN.

ARTICLE 3. DELIVERY METHODS

ĐIỀU 3. PHƯƠNG THỨC GIAO HÀNG

- PLACE OF DELIVERY: AT PARTY A'S WAREHOUSES AND PORTS.

NƠI GIAO HÀNG: TẠI KHO VÀ CẢNG CỦA BÊN A.

- PARTY B WILL INFORM THE QUANTITY, SIZE, GRADE IN A SHIPMENT INFORMATION FORM TO PARTY A (BY TELEPHONE, FAX OR EMAIL ARE ACCEPTABLE). IN THE SHIPMENT INFORMATION, PARTY B MUST INFORM TO PARTY A TRANSPORTATION LICENSES AND LEGAL REPRESENTATIVES FOR EACH SHIPMENT.

BÊN B SẼ THÔNG BÁO SỐ LƯỢNG, CHỦNG LOẠI VÀ MÁC THÉP LÔ HÀNG CHO BÊN A (QUA ĐIỆN THOẠI, FAX HOẶC EMAIL ĐƯỢC CHẤP NHẬN). TRONG THÔNG TIN LÔ HÀNG, BÊN B PHẢI THÔNG BÁO CHO BÊN A GIẤY PHÉP VẬN CHUYỂN VÀ ĐẠI DIỆN HỢP PHÁP CHO TỪNG LÔ HÀNG.

- LEGAL REPRESENTATIVES OF 02 (TWO) PARTIES WILL SIGN DELIVERY DOCUMENTS TO CONFIRM THE DELIVERY CARGO VOLUMES BEFORE PARTY B' CARGOS LEAVE PART A'S PORTS.

ĐẠI DIỆN HỢP PHÁP CỦA 02 (HAI) CÁC BÊN SẼ KÝ VĂN BẢN GIAO HÀNG ĐỂ XÁC NHẬN KHỐI LƯỢNG VẬN CHUYỂN HÀNG TRƯỚC KHI HÀNG HÓA CỦA BÊN B RỜI KHỎI CÁC CẢNG CỦA A.

- PARTY A IS RESPONSIBLE FOR LOADING GOODS TO PARTY B'S TRANSPORTATION MEANS IN PARTY A'S PORTS.

BÊN A CÓ TRÁCH NHIỆM XẾP HÀNG CHO CÁC PHƯƠNG TIỆN VẬN TẢI CỦA BÊN B TRONG CÁC CẢNG CỦA BÊN A.

- PARTY B BEAR ALL RESPONSIBILITIES RELATED TO THE STORAGE, QUALITY AND TRANSPORT SINCE PARTY B'S LEGAL REPRESENTATIVE SIGN DELIVERY DOCUMENTS WITH PARTY A'S.

BÊN B CHỊU MỌI TRÁCH NHIỆM LIÊN QUAN ĐẾN VIỆC LƯU TRỮ, CHẤT LƯỢNG VÀ VẬN CHUYỂN KỂ TỪ KHI ĐẠI DIỆN PHÁP LÝ CỦA BÊN B KÝ VĂN BẢN GIAO HÀNG VỚI BÊN A

ARTICLE 4. DISCOUNT- PAYMENT

ĐIỀU 4. CHIẾT KHẤU- THANH TOÁN

DISCOUNT (CHIẾT KHẤU):

- THE TOTAL QUANTITY BY THE BUYER INCLUDES THE QUANTITY OF THE CHIP MONG GROUP CO., LTD AND ITS SUBSIDIARIES LISTED BELOW.

TỔNG SỐ LƯỢNG CỦA NGƯỜI MUA BAO GỒM SỐ LƯỢNG CỦA TẬP ĐOÀN CHIP MONG VÀ CÁC CÔNG TY CON ĐƯỢC LIỆT KÊ DƯỚI ĐÂY.

- THE TOTAL QUANTITY WILL BE GOT THE DISCOUNT YIELD SALES POLICY ISSUED BY THE SELLER (IF ANY) AND BE APPLIEDABLE FOR THE BUYER.

TỔNG SỐ LƯỢNG SẼ ĐƯỢC HƯỞNG CHÍNH SÁCH CHIẾT KHẤU BÁN HÀNG DO NGƯỜI BÁN PHÁT HÀNH (NẾU CÓ) VÀ ĐƯỢC ÁP DỤNG CHO NGƯỜI MUA.

PAYMENT (THANH TOÁN):

- PARTY A AGREES TO SELL GOODS ON DEFERRED PAYMENT TO PARTY B.

BÊN A ĐỒNG Ý BÁN HÀNG TRẢ CHẬM CHO BÊN B.

- THE TOTAL VALUE OF EACH SHIPMENT WILL BE PAID BY T/T (TELEGRAPHIC TRANSFER) TO THE ACCOUNT OF PARTY A WITHIN 40 (FORTY) DAYS FROM THE DATE OF ISSUING THE COMMERCIAL INVOICE TO PARTY B. IF DUE DATES ARE ON SATURDAYS, SUNDAYS, THE DUE DATE IS THE NEXT WORKING DAY. IF DUE DATES ARE ON CAMBODIA PUBLIC HOLIDAYS AS PRESCRIBED BY THE STATE, THE DUE DATE IS BEFORE THE HOLIDAY.

TỔNG GIÁ TRỊ CỦA MỖI LÔ HÀNG SẼ ĐƯỢC THANH TOÁN BẰNG T/T (CHUYỂN TIỀN) ĐẾN TÀI KHOẢN CỦA BÊN A TRONG VÒNG 40 (BỐN MƯƠI) NGÀY KỂ TỪ NGÀY PHÁT HÀNH HÓA ĐƠN THƯƠNG MẠI CHO BÊN B. NẾU ĐẾN HẠN VÀO THỨ BẢY, CHỦ NHẬT, NGÀY ĐẾN HẠN LÀ NGÀY LÀM VIỆC TIẾP THEO. NẾU ĐẾN HẠN VÀO NGÀY LỄ CỦA CAMPUCHIA THEO QUY ĐỊNH CỦA NHÀ NƯỚC, NGÀY ĐẾN HẠN LÀ TRƯỚC NGÀY NGHỈ LỄ.

- PARTY B CAN MAKE T/T PAYMENT DIRECTLY TO PARTY A. IN ADDITIONS, PARTY B CAN DESIGNATE THIRD PARTY TO MAKE T/T PAYMENT ON BEHALF OF PARTY B AND THE DESIGNATED THIRD PARTIES IS CHIP MONG'S SUBSIDIARY COMPANIES. THESE COMPANIES' ACCOUNT INFORMATION IS LISTED BELOW:

BÊN B CÓ THỂ THỰC HIỆN THANH TOÁN T/T TRỰC TIẾP CHO BÊN A. NGOÀI RA, BÊN B CÓ THỂ CHỈ ĐỊNH BÊN THỨ BA THỰC HIỆN THANH TOÁN T/T THAY MẶT CHO BÊN B VÀ CÁC BÊN THỨ BA ĐƯỢC CHỈ ĐỊNH LÀ CÁC CÔNG TY CON CỦA CHIP MONG. THÔNG TIN TÀI KHOẢN CỦA CÁC CÔNG TY NÀY ĐƯỢC LIỆT KÊ BÊN DƯỚI:

4.1. COMPANY NAME (TÊN CÔNG TY): CHIP MONG GROUP CO.,LTD

ADDRESS (ĐỊA CHỈ): #UNIT 319A, CHIP MONG 271 MEGA MALL 3RD FLOOR & #402 4TH FLOOR, ST 271, PHUM PREK TA NU, SANGKAT CHAK ANGRAE LEU, KHNA MEANCHEY, PHNOM PENH., CAMBODIA.

TEL.: (+855) 23 219 219 FAX: (+855) 23 218 022

REPRESENTED WITH POSITION: MR. LEANG KHUN - EXECUTIVE CHAIRMAN

ĐẠI DIỆN: MR. LEANG KHUN - CHỦ TỊCH ĐIỀU HÀNH

ACCOUNT INFORMATION (THÔNG TIN TÀI KHOẢN):

1. BANK NAME (TÊN NGÂN HÀNG): J TRUST ROYAL BANK (CAMBODIA) LTD

LOCATION (VỊ TRÍ): PHNOM PENH

SWIFT/BIC (MÃ SWIFT/BIC): TCABKHPP

ACCOUNT NAME (TÊN TÀI KHOẢN): CHIP MONG GROUP CO.,LTD

ACCOUNT NO. (SỐ TÀI KHOẢN): 149393

2. BANK NAME (TÊN NGÂN HÀNG): BANK FOR INVESTMENT AND DEVELOPMENT OF CAMBODIA PLC

LOCATION (VỊ TRÍ): PHNOM PENH

SWIFT/BIC (MÃ SWIFT/BIC): IDBCKHPP

ACCOUNT NAME (TÊN TÀI KHOẢN): CHIP MONG GROUP CO.,LTD

ACCOUNT NO. (SỐ TÀI KHOẢN): 7037-0000-48-14

3. BANK NAME (TÊN NGÂN HÀNG): CAMBODIAN PUBLIC BANK

LOCATION (VỊ TRÍ): PHNOM PENH

SWIFT/BIC (MÃ SWIFT/BIC): CPBLKHPP

ACCOUNT NAME (TÊN TÀI KHOẢN): LEANG KHUN OR LEANG MENG OR PHEAP HEAK OR KIM CHANNA.

ACCOUNT NO. (SỐ TÀI KHOẢN): 010-02-10-00768-7

4. BANK NAME (TÊN NGÂN HÀNG): BANK OF CHINA (HONG KONG) LIMITED

LOCATION (VỊ TRÍ): PHNOM PENH

SWIFT/BIC (MÃ SWIFT/BIC): BKCHKHPP

ACCOUNT NAME (TÊN TÀI KHOẢN): CHIP MONG GROUP CO.,LTD.

ACCOUNT NO. (SỐ TÀI KHOẢN): 100001100102249

5. BANK NAME (TÊN NGÂN HÀNG): CIMB BANK PLC
LOCATION (VỊ TRÍ): PHNOM PENH
SWIFT/BIC (MÃ SWIFT/BIC): CIBBKHPP
ACCOUNT NAME (TÊN TÀI KHOẢN): CHIP MONG GROUP CO.,LTD.
ACCOUNT NO. (SỐ TÀI KHOẢN): 1010121000001181
6. BANK NAME (TÊN NGÂN HÀNG): MAYBANK CAMBODIA PLC
LOCATION (VỊ TRÍ): PHNOM PENH
SWIFT/BIC (MÃ SWIFT/BIC): MBBEKHPP
ACCOUNT NAME (TÊN TÀI KHOẢN): CHIP MONG GROUP CO.,LTD.
ACCOUNT NO. (SỐ TÀI KHOẢN): 000010200388301

4.2. COMPANY NAME (TÊN CÔNG TY): TECH SENG SUPPLY ALL KIND OF STEEL CO., LTD

ADDRESS (ĐỊA CHỈ): #137B, STREET 271, SANGKAT TOUL TOMPONG II, KHAN CHAMKAMORN, PHNOM PENH, CAMBODIA.
TEL: (+855) 23 987 838 FAX: (+855) 23 987 838
REPRESENTED WITH POSITION: MR. LY MIN - DIRECTOR
ĐẠI DIỆN: MR. LY MIN - GIÁM ĐỐC

ACCOUNT INFORMATION (THÔNG TIN TÀI KHOẢN):

1. BANK NAME (TÊN NGÂN HÀNG): CHIP MONG COMMERCIAL BANK PLC
LOCATION (VỊ TRÍ): PHNOM PENH
SWIFT/BIC (MÃ SWIFT/BIC): CHNOKHPP
ACCOUNT NAME (TÊN TÀI KHOẢN): LY MIN & KIM CHANNA & KIM CHANTHA
ACCOUNT NO. (SỐ TÀI KHOẢN): 56575859

4.3. COMPANY NAME (TÊN CÔNG TY): KS TRADING CO., LTD

ADDRESS (ĐỊA CHỈ): N0 168, ST 598, SANGKAT CHRAINGCHAMRES I, KHAN RUSSEY KEO, PP, CAMBODIA.
TEL.: (+855) 12 817 555 FAX: (+855) 23 992 677, (+855) 23 990 846
REPRESENTED WITH POSITION: MR. LY HONG - DIRECTOR
ĐẠI DIỆN: MR. LY HONG - DIRECTOR

ACCOUNT INFORMATION (THÔNG TIN TÀI KHOẢN):

1. BANK NAME (TÊN NGÂN HÀNG): BRED BANK (CAMBODIA) PLC
LOCATION (VỊ TRÍ): PHNOM PENH
SWIFT/BIC (MÃ SWIFT/BIC): BREDKHP2
ACCOUNT NAME (TÊN TÀI KHOẢN): LY HONG OR SUON DAVY
ACCOUNT NO. (SỐ TÀI KHOẢN): 001001065600018
2. BANK NAME (TÊN NGÂN HÀNG): CIMB BANK PLC
LOCATION (VỊ TRÍ): PHNOM PENH
SWIFT/BIC (MÃ SWIFT/BIC): CIBBKHPP
ACCOUNT NAME (TÊN TÀI KHOẢN): LY HONG AND/OR SUON DAVY
ACCOUNT NO. (SỐ TÀI KHOẢN): 1010121000007999

4.4. COMPANY NAME (TÊN CÔNG TY): YSL TRADING CO.,LTD

ADDRESS (ĐỊA CHỈ): #33, STREET 108, SANGKAT KHMOUNH, KHAN SEN SOK, PHNOM PENH, CAMBODIA
TEL NUMBER (SỐ ĐIỆN THOẠI): (+855) 85 634 472
REPRESENTED WITH POSITION: MR.: LY YOU - DIRECTOR
ĐẠI DIỆN: MR. YOU - DIRECTOR

ACCOUNT INFORMATION (THÔNG TIN TÀI KHOẢN):

1. BANK NAME (TÊN NGÂN HÀNG): ADVANCED BANK OF ASIA LIMITED
LOCATION (VỊ TRÍ): PHNOM PENH.
SWIFT/BIC (MÃ SWIFT/BIC): ABAAKHPP
ACCOUNT NAME (TÊN TÀI KHOẢN): LY YOU
ACCOUNT NO. (SỐ TÀI KHOẢN): 777777999
2. BANK NAME (TÊN NGÂN HÀNG): HATTHA BANK PLC

LOCATION (VỊ TRÍ): PHNOM PENH
SWIFT/BIC (MÃ SWIFT/BIC): HATHKHPP
ACCOUNT NAME (TÊN TÀI KHOẢN): LY YOU
ACCOUNT NO. (SỐ TÀI KHOẢN): 168777799999

4.5. COMPANY NAME (TÊN CÔNG TY): TTHL CO.,LTD

ADDRESS (ĐỊA CHỈ): #22EO, MAO TSE TUNG BLVD, KHAN CHAMKAMORN, PHNOM PENH, CAMBODIA.

TEL: (+855) 023 216 613 FAX: (+855) 023 221 772

REPRESENTED WITH POSITION: MS. SUON ANNIE - DIRECTOR

ĐẠI DIỆN: MS. SUON ANNIE - DIRECTOR

ACCOUNT INFORMATION (THÔNG TIN TÀI KHOẢN):

1. BANK NAME (TÊN NGÂN HÀNG): CAMBODIAN PUBLIC BANK

LOCATION (VỊ TRÍ): PHNOM PENH

SWIFT/BIC (MÃ SWIFT/BIC): CPBLKHPP

ACCOUNT NAME (TÊN TÀI KHOẢN): TAING VANNA O/B: TE SOVANNY

ACCOUNT NO. (SỐ TÀI KHOẢN): 1011114

- PARTY A AGREES TO SELL GOODS ON DEFERRED PAYMENT IN CASE PARTY B PROVIDES IRREVOCABLE STANDBY L/C (IRREVOCABLE STANDBY LETTER OF CREDIT) FOLLOWING ISP98, IS ISSUED BY BANK FOR INVESTMENT AND DEVELOPMENT OF VIET NAM (BIDV) HO CHI MINH BRANCH UNDER COUNTER-GUARANTEE ISSUED BY BANK FOR INVESTMENT AND DEVELOPMENT OF CAMBODIA (BIDC) TO GUARANTEE OF USD 1,000,000 (ONE MILLION UNITED STATES DOLLARS).

BÊN A ĐỒNG Ý BÁN HÀNG TRẢ CHẬM TRONG TRƯỜNG HỢP BÊN B CUNG CẤP THƯ TÍN DỤNG KHÔNG THỂ HỦY NGANG THEO ISP98, ĐƯỢC PHÁT HÀNH BỞI NGÂN HÀNG ĐẦU TƯ VÀ PHÁT TRIỂN VIỆT NAM (BIDV) CHI NHÁNH HCM ĐƯỢC ĐẢM BẢO BỞI NGÂN HÀNG ĐẦU TƯ VÀ PHÁT TRIỂN CAMPUCHIA (BIDC) ĐỂ ĐẢM BẢO 1.000.000 USD (MỘT TRIỆU ĐÔ LA MỸ).

- IN CASE PARTY B PURCHASES GOODS IN EXCESS OF THE LIMIT OF USD 1,000,000 (ONE MILLION UNITED STATES DOLLARS); THE NUMBER OF PARTS EXCEEDING THIS LIMIT IS LIMITED IN ACCORDANCE WITH THE REGULATIONS ON SALES OF NHA BE STEEL JOINT STOCK COMPANY - VNSTEEL.

TRONG TRƯỜNG HỢP BÊN B MUA HÀNG HÓA VƯỢT HẠN MỨC 1.000.000 USD (MỘT TRIỆU ĐÔ LA MỸ); THÌ SỐ PHẦN VƯỢT HẠN MỨC NÀY ĐƯỢC GIỚI HẠN THEO QUY ĐỊNH CỦA QUY CHẾ BÁN HÀNG CỦA CÔNG TY CỔ PHẦN THÉP NHÀ BÈ - VNSTEEL.

ARTICLE 5. IRREVOCABLE STANDBY LETTER OF CREDIT

ĐIỀU 5. THƯ TÍN DỤNG KHÔNG THỂ HỦY NGANG

- STANDBY LETTER OF CREDIT MUST BE IRREVOCABLE, UNCONDITIONAL AND RULED BY ISP98 AND UCP600.

THƯ TÍN DỤNG KHÔNG THỂ HỦY NGANG, VÔ ĐIỀU KIỆN VÀ ĐƯỢC QUY ĐỊNH BỞI ISP98 VÀ UCP600.

- THE DRAFT OF STANDBY LETTER OF CREDIT MUST BE ACCEPTED BY PARTY A BEFORE ISSUING OFFICIALLY.

DỰ THẢO THƯ TÍN DỤNG CHỜ PHẢI ĐƯỢC BÊN A CHẤP NHẬN TRƯỚC KHI PHÁT HÀNH CHÍNH THỨC.

- THE VALIDATION OF THE STANDBY LETTER OF CREDIT IS UNTIL JUNE 01, 2027.

THỜI HẠN HIỆU LỰC CỦA THƯ TÍN DỤNG ĐẾN NGÀY 01 THÁNG 06 NĂM 2027.

- BEFORE 40 (FORTY) DAYS FROM THE EXPIRY DATE OF THE IRREVOCABLE L/C, THE RENEWABLE IRREVOCABLE LETTER OF CREDIT MUST BE PROVIDED TO PARTY A BY PARTY B, UNLESS THE RESPONDING IMPLEMENT IS CONDUCTED BY PARTY B, PARTY A SHALL REQUIRE THE ISSUING BANK FOR PAYMENT OF MATERIALS. THE UNDUE DEBTS OF CONTRACT NO. 01/HĐ-2023/NBS-CMG DATE MAY 8, 2023 SHALL BE TRANSFERRED TO THE LETTER OF CREDIT OF THIS CONTRACT.

TRƯỚC 40 (BỐN MƯƠI) NGÀY KỂ TỪ NGÀY HẾT HẠN THƯ TÍN DỤNG KHÔNG THỂ HỦY NGANG, THƯ TÍN DỤNG KHÔNG THỂ HỦY NGANG ĐƯỢC GIA HẠN PHẢI ĐƯỢC BÊN B XUẤT TRÌNH CHO BÊN A NẾU KHÔNG BÊN A NGỪNG CUNG CẤP BẤT KỲ LOẠI HÀNG HÓA NÀO VÀ YÊU CẦU NGÂN HÀNG PHÁT HÀNH THANH TOÁN CÁC KHOẢN NỢ ĐÁO HẠN. CÁC

KHOẢN NỢ CHƯA ĐÁO HẠN CỦA HỢP ĐỒNG SỐ 01/HĐ-2023/NBS-CMG NGÀY 08 THÁNG 05 NĂM 2023 SẼ ĐƯỢC CHUYỂN SANG THƯ TÍN DỤNG CỦA HỢP ĐỒNG NÀY.

- PARTY A MAY DEFINITELY REQUIRE PAYMENT FROM THE ISSUING BANK WITHOUT ANY CONDITIONS WHEN PARTY B IS OVERDUE.

BÊN A CHẮC CHẮN CÓ THỂ YÊU CẦU THANH TOÁN TỪ NGÂN HÀNG PHÁT HÀNH MÀ KHÔNG CÓ BẤT KỲ ĐIỀU KIỆN NÀO KHI BÊN B QUÁ HẠN.

- STANDBY LETTER OF CREDIT FEES IS AT PARTY A'S ACCOUNT AFTER THE ISSUING BANK HAS NOTICE TO THE BENEFICIARY BANK.

PHÍ THƯ TÍN DỤNG ĐƯỢC BÊN A THANH TOÁN SAU KHI NGÂN HÀNG PHÁT HÀNH THÔNG BÁO CHO NGÂN HÀNG THỤ HƯỞNG.

- PLEASE DELIVER YOUR ORIGINAL AMENDMENT STANDBY LETTER OF CREDIT TO MS TRAN THI TUYET, PHONE NO. +974471244. ADDRESS: NHON TRACH II INDUSTRY ZONE, NHON PHU - PHU HOI WARD, NHON TRACH DISTRICT, DONG NAI PROVINCE, VIETNAM. ID: 019174000459 ONCE THE ABOVE-MENTIONED AMENDMENT STANDBY LETTER OF CREDIT HAS BEEN ISSUED.

VUI LÒNG GIAO BẢN GỐC THƯ TÍN DỤNG DỰ PHÒNG SỬA ĐỔI CỦA BẠN CHO BÀ TRẦN THỊ TUYẾT, SỐ ĐIỆN THOẠI. +974471244. ĐỊA CHỈ: KHU CÔNG NGHIỆP NHƠN TRẠCH II - NHƠN PHÚ, XÃ PHÚ HỘI, HUYỆN NHƠN TRẠCH, TỈNH ĐỒNG NAI, VIỆT NAM. ID: 019174000459 KHI THƯ TÍN DỤNG DỰ PHÒNG SỬA ĐỔI NÓI TRÊN ĐÃ ĐƯỢC PHÁT HÀNH.

ARTICLE 6. OBLIGATIONS

ĐIỀU 6. NGHĨA VỤ

- PARTY A SHALL BE LIABLE TO LOAD GOODS TO PARTY B'S TRANSPORTATION MEANS AT VNSTEEL - NHON TRACH BRANCH - NHA BE JSC FACTORY AND COMPLETE THE CUSTOM'S FORMALITIES IN VIETNAM.

BÊN A CÓ TRÁCH NHIỆM XẾP HÀNG VÀO PHƯƠNG TIỆN VẬN TẢI CỦA BÊN B TẠI CHI NHÁNH NHƠN TRẠCH - CÔNG TY CỔ PHẦN THÉP NHÀ BÈ - VNSTEEL VÀ HOÀN THÀNH THỦ TỤC CỦA HẢI QUAN TẠI VIỆT NAM.

- PARTY B SHALL BE LIABLE FOR THE TRANSPORTATION OF THE GOODS FROM PARTY A'S PORTS. THE TRANSPORTATION FEES, UNLOADING FEES, AND CUSTOM'S FEE AT DESTINATION PLACE SHALL BE BORNE BY PARTY B.

BÊN B CHỊU TRÁCH NHIỆM VẬN CHUYỂN HÀNG HOÁ TỪ CẢNG CỦA BÊN A. PHÍ VẬN CHUYỂN, PHÍ DỖ HÀNG VÀ LỆ PHÍ HẢI QUAN TẠI ĐIỂM ĐẾN SẼ DO BÊN B CHỊU.

- IN CASE OF THE NEW EXPORT TAX IS APPLIED, THE ADDITIONAL TAX SHALL BE BORNE BY PARTY B.

TRƯỜNG HỢP ÁP DỤNG THUẾ XUẤT KHẨU MỚI THÌ BÊN B CHỊU THUẾ BỔ SUNG.

ARTICLE 7. CLAIM AND ARBITRATION

ĐIỀU 7. TRỌNG TÀI

- AS FOR THE FLUCTUATION IN THE STANDARD QUALITY, PARTY B HAS NO RIGHT TO MAKE ANY CLAIM WITH PARTY A FOR THE QUALITY OF THE PRODUCT AFTER TAKING DELIVERY.

NGƯỜI MUA CHẤP THUẬN KHÔNG CÓ BẤT CỨ KHIẾU NẠI NÀO VỀ CHẤT LƯỢNG CỦA MÁC THÉP SAU KHI NHẬN HÀNG.

- ALL DISPUTES (IF ANY) ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL BE SETTLED AMICABLY THROUGH FRIENDLY NEGOTIATION. IN CASE OF NO SETTLEMENT CAN BE REACHED THEREBY, DISPUTE MAY RESOLVED BY THE VIETNAM INTERNATIONAL ARBITRATION CENTER AT THE VIETNAM CHAMBER OF COMMERCE AND INDUSTRY IN ACCORDANCE WITH ITS ARBITRATION RULES. ARBITRATION'S DECISIONS ARE FINAL AND BINDING FOR BOTH PARTIES. ARBITRATION FEES AND RELEVANT CHARGES SHALL BE BORNE BY THE LOSING PARTY.

TRONG QUÁ TRÌNH THỰC HIỆN HỢP ĐỒNG NÀY, MỌI TRANH CHẤP NẾU KHÔNG THỂ ĐẠT ĐƯỢC MỘT DÀN XẾP THÂN THIỆN THÔNG QUA THẢO LUẬN GIỮA ĐÔI BÊN, THÌ SẼ ĐƯỢC PHÂN XỬ BỞI TRUNG TÂM TRỌNG TÀI QUỐC TẾ VIỆT NAM BÊN CẠNH PHÒNG THƯƠNG MẠI VÀ CÔNG NGHIỆP VIỆT NAM THEO QUY TẮC TỔ TỤNG TRỌNG TÀI CỦA TRUNG TÂM NÀY. QUYẾT ĐỊNH CỦA TRỌNG TÀI SẼ LÀ PHÁN QUYẾT CUỐI CÙNG, MỌI CHI PHÍ CHO TRỌNG TÀI SẼ DO BÊN THUA KIẾN CHỊU.

ARTICLE 8. INSURANCE. COVERED BY PARTY B.

ĐIỀU 8. BẢO HIỂM. DO BÊN MUA CHỊU

ARTICLE 9. INSPECTION. INSPECTION AT PARTY A'S FACTORY SHALL BE FINAL.

ĐIỀU 9. GIÁM ĐỊNH: NƠI GIÁM ĐỊNH CUỐI CÙNG LÀ TẠI NHÀ MÁY CỦA BÊN BÁN.

ARTICLE 10. FORCE MAJEURE.

ĐIỀU 10. SỰ KIẾN BẤT KHẢ KHÁNG.

NEITHER PARTY SHALL BE HELD RESPONSIBLE FOR DELAY OR FAILURE OF PERFORMANCE OF OBLIGATION PROVIDED FOR HEREIN, WHEN SUCH DELAY IS CAUSED BY CIVIL WAR, FIRE, FLOOD, ACT OF GOD, LABOUR STRIKE, NATURAL DISASTERS OR OTHER CONDITIONS BEYOND ITS CONTROL WHICH CANNOT BE FORECAST OR SHALL HAVE EXHAUSTED ALTERNATIVE MEANS OF PERFORMING THE OBLIGATION IN QUESTION. THE PARTY WISHING TO CLAIM RELIEF BY REASON OF ANY SAID CIRCUMSTANCE SHALL NOTIFY THE OTHER PARTY IN WRITING OF THE INTERVENTIONS, AND CESSATION AND THEN DELIVER A CERTIFICATE ISSUED BY THE CHAMBER OF COMMERCE WHERE ACCIDENT OCCURRED AS EVIDENCE THEREOF. IN CASE THE DELAY BY SUCH FORCE MAJEURE EXCEEDS 90 DAYS, EACH PARTY SHALL HAVE THE RIGHT TO CANCEL THIS CONTRACT UNLESS OTHERWISE AGREED. IN WHICH CASE, NEITHER PARTY SHALL HAVE THE RIGHT TO EVENTUALLY CLAIM THE DAMAGES.

KHÔNG BÊN NÀO CHỊU TRÁCH NHIỆM VỀ SỰ CHẬM TRỄ HOẶC KHÔNG THỰC HIỆN NGHĨA VỤ ĐƯỢC QUY ĐỊNH TRONG HỢP ĐỒNG NÀY, KHI SỰ CHẬM TRỄ ĐÓ GÂY RA BỞI NỘI CHIẾN, HỎA HOẠN, LŨ LỤT, ĐÌNH CÔNG LAO ĐỘNG, THIÊN TAI HOẶC CÁC ĐIỀU KIỆN KHÁC NGOÀI TẦM KIỂM SOÁT CỦA NÓ. HOẶC ĐÃ CẠN KIỆT CÁC PHƯƠNG TIỆN THAY THẾ NGHĨA VỤ THỰC HIỆN NGHĨA VỤ. NẾU BÊN NÀO ĐƠN PHƯƠNG CHẤM DỨT HỢP ĐỒNG PHẢI GỬI CHO BÊN KIA GIẤY CHỨNG THỰC DO PHÒNG THƯƠNG MẠI NƠI TAI NẠN XẢY RA NHƯ BẢNG CHỨNG CỦA HỌ. TRONG TRƯỜNG HỢP CHẬM TRỄ DO BẤT KHẢ KHÁNG QUÁ 90 NGÀY, MỖI BÊN SẼ CÓ QUYỀN HỦY HỢP ĐỒNG NÀY TRỪ KHI CÓ THỎA THUẬN KHÁC. TRONG TRƯỜNG HỢP ĐÓ, KHÔNG BÊN NÀO CÓ QUYỀN YÊU CẦU BỒI THƯỜNG THIẾT HẠI.

ARTICLE 11. OTHERS

ĐIỀU 11: KHÁC

- THIS CONTRACT COMES INTO EFFECTIVE FROM SIGNING DATE TO JUNE 01, 2027, CHANGES AND/OR MODIFICATIONS TO THE CONTRACT, IF ANY, SHOULD BE AGREED UPON BY BOTH PARTIES IN WRITING.

HỢP ĐỒNG NÀY CÓ HIỆU LỰC KỂ TỪ NGÀY KÝ ĐẾN HẾT 01 THÁNG 06 NĂM 2027, NẾU CÓ THAY ĐỔI HOẶC SỬA ĐỔI HỢP ĐỒNG, PHẢI ĐƯỢC CẢ HAI BÊN THỎA THUẬN BẰNG VĂN BẢN.

- THIS CONTRACT IS MADE INTO FOUR (4) COPIES IN BILINGUAL ENGLISH-VIETNAMESE OF EQUAL VALUE AND EFFECTIVE FROM THE SIGNING DATE. TWO COPIES FOR EACH SIDE, WHICH IS LEGALLY ACCEPTED BY FAX OR SCAN.

HỢP ĐỒNG NÀY ĐƯỢC LẬP THÀNH BỐN (4) BẢN BẰNG SONG NGỮ ANH-VIỆT CÓ GIÁ TRỊ NHƯ NHAU VÀ CÓ HIỆU LỰC KỂ TỪ NGÀY KÝ. MỖI BÊN GIỮ 2 (HAI) BẢN, ĐƯỢC CHẤP NHẬN HỢP PHÁP BẰNG FAX HOẶC SCAN.

FOR THE SELLER
ĐẠI DIỆN BÊN BÁN

FOR THE BUYER
ĐẠI DIỆN BÊN MUA

NGUYEN MINH TINH
DIRECTOR

LEANG KHUN
EXECUTIVE CHAIRMAN

#Unit 319a, Chip Mong 271 Mega Mall 3rd Floor & #402 4th Floor, St 271, Phum Prek Ta Nu, Sangkat
Chak Angrae Leu, Khna Meanchey, Phnom Penh., Cambodia



**VNSTEEL - NHA BE STEEL
JOINT STOCK COMPANY**

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness

No.: 20 / TTr-HĐQT

Dong Nai, March 06, 2026

PROPOSAL
General Meeting of Shareholders for Approval
Regarding the selection of an independent auditing firm for 2026

Pursuant to the Charter of Organization and Operation of VNSTEEL - Nha Be Steel Joint Stock Company.

Pursuant to legal regulations on the conditions for auditing firms permitted to audit financial statements.

The Company's Board of Directors submits to the Annual General Meeting of Shareholders regarding the selection of an independent auditing firm to audit the financial statements for the company in 2026 as follows:

Authorize the Board of Directors to consider and select one of the independent auditing firms from the list of auditing firms qualified to provide auditing services approved by The State Securities Commission.

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

Recipients:

- GMS;
- Archive: Clerk, Person in charge of Corporate Governance.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN



Dương Trung Toàn





**VNSTEEL - NHA BE STEEL
JOINT STOCK COMPANY**

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness

No.: 91 / TTr-HĐQT

Dong Nai, March 06, 2026

PROPOSAL

General Meeting of Shareholders approves Profit Distribution Plan for 2026

- Based on the operational charter of VNSTEEL - Nha Be Steel Joint Stock Company.
- Based on the Company's business production plan for 2026

The Company's Board of Directors submits to the General Meeting of Shareholders for approval and voting on the profit distribution plan as follows:

1. Undistributed accumulated profit as of 31/12/2025 : 3,208,216,070 VND
2. Planned after-tax profit for 2026 : 4,000,000,000 VND
3. Total accumulated undistributed profit as of : 7,208,216,070 VND
31/12/2026
4. dividend payment : 0 VND
5. Allocation to welfare fund, bonus fund for employees : 1,000,000,000 VND
(25% of 2025 after-tax profit)
6. Allocation to development investment fund : 5,000,000,000 VND
7. Remaining undistributed profit : 1,208,216,070 VND

The 2026 Annual General Meeting of Shareholders authorizes the Board of Directors of VNSTEEL - Nha Be Steel JSC to adjust the profit distribution plan targets for 2026 based on actual developments to suit the actual situation.

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

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



Duong Trung Toan

Recipients:

- GMS;
- Archive: Clerk, Person in charge of Corporate Governance



VIETNAM STEEL CORPORATION - JSC
VNSTEEL - NHA BE STEEL
JOINT STOCK COMPANY

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom – Happiness

No.: ____ / NQ-ĐHĐCĐ

Dong Nai, March 27, 2026

DRAFT

RESOLUTION ANNUAL GENERAL MEETING OF SHAREHOLDERS 2026

Pursuant to Enterprise Law No. 59/2020/QH14 passed by the 14th National Assembly of the Socialist Republic of Vietnam on June 17, 2020;

Pursuant to the Charter of Organization and Operation of VNSTEEL - Nha Be Steel Joint Stock Company, established and approved by the General Meeting of Shareholders on December 15, 2007, amended and supplemented on August 28, 2025;

Pursuant to the Minutes of the Company's General Meeting of Shareholders on March 27, 2026

DECIDES:

Article 1. Approves the report on operations and production-business results for 2025 and the orientation for tasks in 2026 of the Board of Directors and the General Director, with ____ of the total voting shares of shareholders attending the General Meeting approving. With key targets:

- Rolled steel production volume reached 140,836 tons/ Plan 110,000 tons, achieving 128.03%
- Sales volume 137,616 tons/ Plan 110,000 tons, achieving 125.10%
- Revenue: 1,902.881 Billion VND, achieving 118.80% of the plan
- Profit before tax: 6.180 Billion VND

Article 2. Approves the verification report of the Board of Supervisors on the Company's operational situation in 2025, with ____ of the total voting shares approving.

Article 3. Approves the Company's audited financial statements for 2025, with ____ of the total voting shares approving.

Article 4. Approves the final settlement of salaries and remuneration for Board of Directors' members and Member of the Board of Supervisors in 2025. The plan for salaries and remuneration for Board of Directors' members and Member of the Board of Supervisors in 2026. The General Meeting of Shareholders authorizes the Board of Directors to consider and decide with ____ of the total voting shares approving.

Article 5. Approves the profit distribution for 2025 with ____ of the total voting shares approving:

Allocation to Welfare and Reward Fund (25% of 2025 after-tax profit) :
1,200,000,000 VND

Allocation to Development Investment Fund: 5,520,000,000 VND

Article 6. Agrees with the Proposal on the production-business - Financial and Investment plan for 2026

with ____ of the total voting shares approving.

6.1. Production-business plan for 2026

- Production: 145,000 tons of rolled steel
- Sales: 145,000 tons of rolled steel

6.2. Financial plan

- Revenue: 1,992 billion VND;
- Profit before tax: 5 Billion VND;

6.3 Development investment, fixed asset procurement and upgrade plan for 2026:

No.	Project, equipment, vehicle name	Unit	Plan			Note
			Total	Enterprise	Commercial Loan	
I	Development investment project (transitional)	Million VND	359,000	137,000	222,000	
1	<i>Production of construction rolled steel - Supplementing the steel billet smelting stage with a capacity of 150,000 tons of products/year</i>	<i>Million VND</i>	<i>359,000</i>	<i>137,000</i>	<i>222,000</i>	
II	Investment Project for Procurement and Upgrading of Fixed Assets	Million VND	23,400	10,240	13,160	
1	<i>Block Head Cutting Machine</i>	<i>Million VND</i>	<i>4,600</i>	<i>4,600</i>		
2	<i>Billet Heating Equipment Cluster</i>	<i>Million VND</i>	<i>13,500</i>	<i>4,050</i>	<i>9,450</i>	
3	<i>Wheel Loader 3m³ (01 unit)</i>	<i>Million VND</i>	<i>1,900</i>	<i>570</i>	<i>1,330</i>	
4	<i>5T Forklift (02 units)</i>	<i>Million VND</i>	<i>1,000</i>	<i>300</i>	<i>700</i>	

No.	Project, equipment, vehicle name	Unit	Plan			Note
			Total	Enterprise	Commercial Loan	
5	75kW Air Compressor (03 units)	Million VND	2,400	720	1,680	
TOTAL		Million VND	382.400	147,240	235,160	

- Total investment for development, procurement, and upgrading of fixed assets: 382,400 Million VND.
- Capital sources:
 - + Enterprise capital: 147,240 Million VND
 - + Commercial loan capital: 235,160 Million VND

Article 7. Approval of some other Proposals.

7.1. Proposal to authorize the Board of Directors to sign purchase and sale contracts with related companies, with ____ total number of voting shares approved.

Purchase and sale contracts with a contract value (including unsecured debt) equal to or greater than 35% of the company's total asset value recorded in the latest financial statements and purchase and sale contracts with related companies: Southern Steel One Member Limited Liability Company - VNSTEEL, Vicasa Steel Joint Stock Company - VNSTEEL, Thu Duc Steel Joint Stock Company - VNSTEEL, Ho Chi Minh City Metal Joint Stock Company - VNSTEEL, Central Metal Joint Stock Company, Vietnam Foreign Trade Warehousing and Forwarding Joint Stock Company, Viet Trung Mineral and Metallurgy Limited Liability Company.

7.2. Proposal to authorize the Board of Directors to approve sales credit limits, with ____ total number of votes approved.

- + Sales credit limit: 200 Billion VND for VNSTEEL - Southern Steel Company Limited.
- + Sales credit limit: 03 Million USD for Chip Mong Group Co., Ltd- Cambodia.

Article 8. Approval of the Proposal on selecting an independent audit firm for 2026, the General Meeting unanimously agreed to select one of the independent audit firms from the list of audit units qualified to provide audit services approved by The State Securities Commission to audit the financial statements for the unit in 2026.

With ____ total number of voting shares approved.

Article 9. Approval of the profit distribution plan for 2026 with ____ total number of voting shares approved:

Allocation to Welfare and Reward Fund for Employees (25% of 2026 after-tax profit): 1 Billion VND

Allocation to Development Investment Fund: 5 Billion VND

Article 10. The General Meeting unanimously agreed to assign the Board of Directors and the General Director the responsibility to concretize the Resolution of the General Meeting, establish an action plan to strive for the completion of the 2026 business production plan and the contents resolved by the General Meeting, based on compliance with State laws and the Company's Charter of organization and operation.

Article 11. Assign the Board of Supervisors the responsibility to supervise and inspect the activities of the Board of Directors and the General Director in implementing the Resolution of the General Meeting, ensuring compliance with the law and the Company's Charter.

This Resolution was approved by the 2026 Annual General Meeting of Shareholders and takes effect from March 27, 2026./.

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

Recipients:

- TNB Shareholders
- BOD, BOS, BOM;
- Archive: Clerk, Person in charge of Corporate Governance.

Duong Trung Toan