

**SOCIALIST REPUBLIC OF VIETNAM**  
*Independence – Liberty - Happiness*

---

**AUDITING AND REVIEW CONTRACT**

No: 54/2026/HDKT-E.AFA

17 June 2026

*Review of financial statements for the accounting period ended 30  
June 2026 and Audit of financial statements for the year ended 31  
December 2026*

BETWEN

**VIET NAM SEAPRODUCTS JOINT STOCK  
CORPORATION**

AND

**ECOVIS AFA VIETNAM AUDITING – APPRAISAL AND  
CONSULTING COMPANY LIMITED**

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

-----oOo-----

No: 54/2026/HDKT-E.AFA

Danang City, 17 June 2026

**AUDITING AND REVIEW CONTRACT**

*(Re: Review of financial information for the accounting period ended 30 June 2026 and Audit of financial statements for the year ended 31 December 2026 of Viet Nam Seaproducts Joint Stock Corporation)*

- Pursuant to Civil Code No. 91/2015/QH13 dated 24 November 2015;
- Pursuant to Commercial Law No. 36/2005/QH11 dated 14 June 2005;
- Pursuant to Law on Independent Audit No. 67/2011/QH12 dated 29 March 2011;
- Pursuant to Decree No. 17/2012/ND – CP dated 13 March 2012 of the Government detailing and guiding the implementation of a number of articles of the Law on Independent Audit;
- Pursuant to Decree No. 90/2026/ND – CP dated 14 April 2026 of the Government amending and supplementing a number of articles of the Government Decree No. 17/2012/ND - CP dated 13 March 2012;
- Pursuant to Vietnamese Standard on Auditing No. 210 on contract for audit services;
- Pursuant to Vietnamese Standard on Review Engagements No. 2410 – Review of Interim Financial Information Performed by the Independent Auditor of the Entity.

This Contract is entered into by and between:

**PARTY A: VIET NAM SEAPRODUCTS JOINT STOCK CORPORATION**

**Represented by** : **Mr. MAI XUAN PHONG**  
**Position** : General Director  
**Address** : 2-4-6 Dong Khoi Street, Saigon Ward, Ho Chi Minh City, Vietnam  
**Tel** : (84-028) 38297214 – 38291924  
**Tax Code** : 0310745210  
**Account No.** : 007 100 0005205  
**At** : Vietcombank - Ho Chi Minh City Branch

**PARTY B: ECOVIS AFA VIETNAM AUDITING – APPRAISAL AND CONSULTING COMPANY LIMITED**

**Represented by** : **Mr. NGUYEN HA DINH**  
**Position** : Deputy General Director  
*(According to the Power of Attorney No. 0101\_03/2026/UQ-E.AFA dated 01 January 2026)*  
**Address** : 142 Xo Viet Nghe Tinh Street, Hoa Cuong Ward, Danang City,  
Vietnam

Email : info@ecovis.com.vn  
Tel : (0236) 3633 333  
Fax : (0236) 3633 338  
Tax Code : 0401632052  
Account No. : 004 1000 20 60 68  
At : Vietcombank – Danang Branch

### **Article 1 : Content of The Contract**

Party B agrees to provide Party A with the following services:

- The financial statement review services of Party A include separate financial statements (combined financial statements, head office and branches) and consolidated financial statements for the accounting period ended 30 June 2026. These financial statements include: Statement of Financial Position as at 30 June 2026, the Income Statement, Statement of change in equity (if any), the Cash Flow Statement for the period then ended, and the Notes to the financial statements. The review service contract of Party B is performed in accordance with Vietnamese Standard on Review Engagements No. 2410 with the objective of providing a basis for a conclusion on the financial statements.
- The financial statement audit service of Party A include separate financial statements (consolidated financial statements, head office and branches) and consolidated financial statements for the year ended 31 December 2026. These financial statements include: Statement of Financial Position as at 31 December 2026, the Income Statement, Statement of change in equity (if any), Cash Flow Statement and Notes to the financial statements for the year then ended. This audit is conducted in accordance with Vietnamese Standards on Auditing (VSA) with the objective of expressing an auditor's opinion on the financial statements.

### **Article 2: Obligations of the Parties**

#### **Obligations of Party A:**

The audit and review will be conducted on the basis that Management and those charged with governance acknowledge and understand their responsibilities for:

- (a) For the preparation and fair presentation of the financial statements in accordance with Vietnamese Accounting Standards, Vietnamese Accounting System, and other relevant regulations on preparation and presentation of financial statements;
- (b) For such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error;
- (c) Ensure that appropriate accounting records and supporting documents are maintained to reflect the Company's financial position with reasonable accuracy at any given time, and to ensure that such accounting records comply with the adopted accounting policies;
- (d) To provide Party B with:
  - (i) Access to all information, documents of which management is aware that is relevant to the preparation of the financial statements such as accounting records, documentation and other matters;
  - (ii) Additional information that Party B may request from management for the purpose of the audit; and
  - (iii) Unrestricted access to personnel of Party A from whom Party B determines it necessary to obtain audit evidence; assigning related persons to work with Party A during the audit.

The Board's inability to provide Party B with the aforementioned information or the right to communicate with Party A's Company employees may cause delays in the completion of Party B's work and report issuance, and/or may change the scope of audit procedures, or may even lead to Party B's termination of services.

- (e) Management and, where appropriate, those charged with governance shall provide Party B with written confirmation concerning representations in connection with the audit. One of the requirements under Vietnamese Standards on Auditing is that management of Party A is responsible for preparation and presentation of the financial statements and certifying that the effect of any specific or aggregate of uncorrected misstatements identified and summarized by Party B during the audit for the current period and those misstatements related to the preceding periods is not material to the financial statements as a whole;
- (f) Provide reasonable cooperation and assistance to Party B's representative during the course of their work at Party A's office;
- (g) Pay in full the audit and review service fees and other expenses (if any) to Party B in accordance with the terms of this Contract.

**Obligations of Party B:**

- a) Party B will conduct the audit in accordance with Vietnamese Standards on Auditing (VSAs). Those standards require that Party B comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement. The audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.
- b) Party B will perform the review in accordance with Vietnamese Standard on Review Engagements No. 2410 – Review of Interim Financial Information Performed by the Independent Auditor of the Entity with the objective of providing a basis for Party B to report whether anything has come to Party B's attention that causes Party B to believe that the interim financial statements are not prepared and presented, in all material respects, in accordance with Vietnamese Accounting Standards, Vietnamese Accounting System (for enterprises), and other relevant legal regulations regarding the preparation and presentation of interim financial statements. Party B's review consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures, and generally does not include corroborating the information obtained. The scope of a review of interim financial statements is substantially less than the scope of an audit of financial statements conducted in accordance with Vietnamese Standards on Auditing with the objective of expressing an opinion on the financial statements. Accordingly, Party B does not express an audit opinion on the reviewed interim financial statements. The review service of interim financial information is not intended to provide assurance that Party B will be able to identify all significant matters that could only be identified by an audit. Furthermore, Party B's review work cannot be considered a basis for detecting fraud, error, or illegal acts. However, Party B will notify Party A of any material matters identified by Party B.
- c) Party B is responsible for communicating to Party A the scope and plan of the audit and review; assigning experienced and competent auditors and audit assistants to carry out the audit and review.
- d) Party B will conduct the audit and review based on the financial statements, records, and documents provided by Party A.
- e) Party B will conduct the audit and review in accordance with the principles of independence, objectivity, and confidentiality. Accordingly, Party B is not allowed to disclose information to any third party without Party A's consent, except as required by laws and related regulations, or where such information has already been publicly disclosed by State agencies or by Party A.
- f) Party B is responsible for requesting Party A to confirm the representations provided to Party B during the course of the audit and review. According to Vietnamese Standards on Auditing and Vietnamese Standard on Review Engagements No. 2410 – Review of Interim

Financial Information Performed by the Independent Auditor of the Entity, meeting these requirements and the Management Representation Letter regarding related issues are one of the bases for Party B to express an opinion or a conclusion on Party A's financial statements.

- g) Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with VSAs.
- h) In making risk assessments, Party B considers internal control relevant to Party A's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Party A's internal control. However, Party B will communicate to Party A in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that Party B have identified during the audit.
- i) Notify Party A of circumstances that may lead to delays in the completion of Party B's work during the audit process, or an expansion of the work scope and increased costs for the workload.

### **Article 3: Audited Financial Statements, Reviewed Financial Statements**

- a) After the review is completed, Party B will issue to Party A:

- + Five (05) copies of review reports accompanying the reviewed office financial statements in Vietnamese: Party A keeps four (04) copies, Party B keeps one (01) copy.

- + Six (06) copies of review reports accompanying the reviewed consolidated separate financial statements in Vietnamese: Party A keeps five (05) copies, Party B keeps one (01) copy; Six (06) copies of review reports accompanying the reviewed consolidated separate financial statements in English: Party A keeps five (05) copies, Party B keeps one (01) copy.

- + Six (06) copies of review reports accompanying the reviewed consolidated financial statements in Vietnamese: Party A keeps five (05) copies, Party B keeps one (01) copy; Six (06) copies of audit reports accompanying the audited consolidated financial statements in English: Party A keeps five (05) copies, Party B keeps one (01) copy.

The review report will be made in writing, including the contents prescribed in the Vietnamese Standard on Review Engagements No. 2410 – Review of Interim Financial Information Performed by the Independent Auditor of the Entity, laws, and other relevant regulations.

- b) After the completion of the audit, Party B will issue to Party A:

- + Four (04) copies of audit reports accompanying the audited financial statements of the Viet Nam Seaproducts Joint Stock Corporation - Seaprodex Lam Dong Branch in Vietnamese: Party A keeps three (03) copies, Party B keeps one (01) copy; Four (04) copies of audit reports accompanying the financial statements of Seaprodex Hai Phong Branch – Viet Nam Seaproducts Joint Stock Corporation have been audited in Vietnamese: Party A keeps three (03) copies, Party B keeps one (01) copy.

- + Five (05) copies of audit reports accompanying the financial statements of the office have been audited in Vietnamese: Party A keeps four (04) copies, Party B keeps one (01) copy.

- + Six (06) copies of audit reports accompanying the consolidated separate financial statements have been audited in Vietnamese: Party A keeps five (05) copies, Party B keeps one (01) copy; Six (06) copies of audit reports accompanying the consolidated separate financial statements have been audited in English: Party A keeps five (05) copies, Party B keeps one (01) copy.

- + Six (06) copies of audit reports accompanying the audited consolidated financial statements in Vietnamese: Party A keeps five (05) copies, Party B keeps one (01) copy; Six (06) copies of audit reports accompanying the audited consolidated financial statements in English: Party A keeps five (05) copies, Party B keeps one (01) copy.

+ Two (02) copies of management letters (if any) addressing deficiencies that need to be rectified and the Auditor's suggestions for improving Party A's accounting system and internal control system. Party A keeps one (01) copy, Party B keeps one (01) copy.

The auditor's report will be made in writing, including the contents prescribed in the Law on Independent Audit, VSA 700, and other relevant standards on auditing and regulations.

- c) In the case where Party A intends to carry out any publication of the audit or review report by whatever means or publication of materials containing information concerning the audited financial statements, Party A's management agrees to provide Party B a copy of such materials and such publication of materials can only be carried out with Party B's prior written consent.

#### Article 4: Audit Performance Schedule

Party A will copy the time to commence the audit/review and communicate the audit time to Party B at least 10 days in advance.

Audit report shall tentatively be completed and delivered to Party A 07 days after completion of the audit/review at Party A's office. The audit or review report will be issued earlier or on time, depending on whether Party A provides all the necessary conditions for Party B to complete the work as required.

#### Article 5: Contract Value and Terms of Payment

Party A agree to pay Party B the following amount for performing the work stated in Article 1.

Fees for reviewing financial statements (office financial statements, separate consolidated financial statements and consolidated financial statements) for the first 6 months of 2026 and auditing financial statements (financial statements of branches, office financial statements, separate financial statements and consolidated financial statements) for the fiscal year 2026	VND 324,074,074
VAT 8% (*):	VND 25,925,926
<b>Total</b>	<b>VND 350,000,000</b>
<i>(In words: Three hundred and fifty million Vietnamese Dong)</i>	

(\*) During the execution of the contract, if the VAT policy changes, the VAT rate of the contract will be adjusted accordingly to the State's tax policy regulations at each specified time.

#### Payment terms:

- **1st Installment:** Payment of 50% of the contract value upon commencement of the review work by Party B, along with Party B's payment request. Party B will issue an invoice immediately after the review report is released.
- **2nd Installment:** Payment of the remaining 50% to Party B upon receipt of the complete 2026 audit report and the invoice with Party B's payment request. The payment deadline is 10 working days from the date Party A receives all valid documents from Party B.
- Party A shall pay Party B by bank remittance.
- Party B has the right to charge late payment interest at the maximum rate permitted by law if Party A fails to make payments according to the payment terms within 10 working days from the date Party A receives the invoice.

#### Article 6: Implementation commitment

Both parties commit to performing all the terms and conditions stipulated in this Contract. In the course of performance, if any disputes arise, both parties shall promptly notify each other to find a solution together. Any changes must be communicated directly to each party in writing (or via email) to the addresses stated herein.

Any disputes or lawsuits arising during the performance of this Contract shall be resolved through negotiation or in accordance with the Civil Code of the Socialist Republic of Vietnam and at a commercial court chosen by both parties.

**Article 7: Effectiveness, Language and Duration of Contract**

This contract comprising 6 pages is made into four (04) copies, which have equal value and shall come into force upon the second signature and stamp (if any). Each party shall retain two (02) copies.

This contract shall automatically terminate when Party A and Party B complete the responsibilities of each party or by cancellation of the contract as maybe agreed by both parties.

**REPRESENTATIVE OF PARTY A**

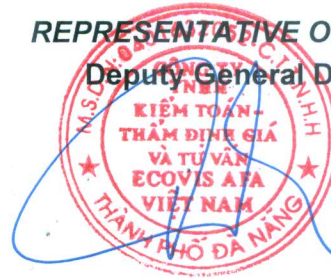
**General Director**



**MAI XUAN PHONG**

**REPRESENTATIVE OF PARTY B**

**Deputy General Director**



**NGUYEN HA DINH**

