

No.: 1022/XMHV-CBTT

Da Nang, August 11, 2026

EXTRAORDINARY INFORMATION DISCLOSURE

To: Hanoi Stock Exchange (HNX)

1. Name of organization: Vicem Hai Van Cement Joint Stock Company

- Stock symbol: HVX

- Address: 65 Nguyen Van Cu, Hai Van Ward, Da Nang City

- Telephone: 0236. 3842172

- Email: info@haivancement.vn

2. Content of information disclosure:

- Minutes of the Vote Counting for the 2026 Written Shareholders' Opinion;
- Resolution of the General Meeting of Shareholders adopted through the written shareholders' opinion process in 2026;
- Documents of the General Meeting of Shareholders adopted through the written shareholders' opinion process in 2026.

3. This information was published on the company's website on 11/08/2026 at the link: www.haivancement.vn, under the "Information Disclosure" section.

Recipients:

- As above (CIMS);
- Board of General Directors (for reporting);
- Company website;
- Archived: Clerical assistant, Administration and Organization Department, Information Disclosure.

**PERSON AUTHORIZED TO
DISCLOSE INFORMATION**



Le Thi Anh Dao

No.: 95/NQ-ĐHĐCĐ

Da Nang, August 10, 2026

**RESOLUTION
OF THE GENERAL MEETING OF SHAREHOLDERS
OF VICEM HAI VAN CEMENT JOINT STOCK COMPANY
ADOPTED BY WRITTEN SOLICITATION OF SHAREHOLDERS'
OPINIONS IN 2026**

Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020, and its amendments, supplements, and guiding documents;

Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26, 2019, and its amendments, supplements, and guiding documents;

Pursuant to the Charter of Organization and Operation of Vicem Hai Van Cement Joint Stock Company;

Pursuant to the Minutes of the vote counting for the written consultation of shareholders 94/2026/BBKP-ĐHĐCĐ dated 10/08/2026 of Vicem Hai Van Cement Joint Stock Company.

RESOLUTION

Article 1. Approval of transactions between VICEM Hai Van Cement Joint Stock Company and VICEM Hoang Thach Cement Joint Stock Company in 2026 in accordance with the contents of Proposal No. 93/TTr-HĐQT dated August 05, 2026 submitted by the Board of Directors.

The General Meeting of Shareholders authorizes the Board of Directors to organize and implement the transactions approved by the General Meeting of Shareholders; to decide on the execution, amendment, supplementation, extension or termination of the agreements and any appendices thereto; and to decide on all matters arising during the implementation of such transactions in accordance with applicable laws and the Company's Charter.

The General Meeting of Shareholders further authorizes the Board of Directors to approve contracts and transactions falling within the authority of the General Meeting of Shareholders that arise from the beginning of 2027 until the date immediately preceding the 2027 Annual General Meeting of Shareholders, in accordance with applicable laws and the Company's Charter.



The General Meeting of Shareholders has voted to approve this with 5,067,654 affirmative votes, accounting for 50.33% of the total voting shares of all shareholders with voting rights.

Article 2. This Resolution of the General Meeting of Shareholders of Vicem Hai Van Cement Joint Stock Company was approved by the General Meeting via written ballot and shall take effect from the date of signing.

All shareholders of Vicem Hai Van Cement Joint Stock Company, members of the Board of Directors, members of the Supervisory Board, the Board of General Managers, relevant units and individuals, and all employees of the Company are responsible for implementing this Resolution./.

Recipient:

- As per Article 2;
- VICEM (for reporting);
- BOD, BOS;
- HNX (CIMS);
- Company departments;
- Company website;
- Archived: Admin, GMS files.

**ON BEHALF OF THE BOARD OF
DIRECTORS**

CHAIRMAN



Le Trung Kien



Da Nang, August 10, 2026

No.: 94 /2026/BBKP-ĐHĐCĐ

**MINUTES OF BALLOT COUNTING
FOR THE WRITTEN SOLICITATION OF SHAREHOLDERS'
OPINIONS
VICEM HAI VAN CEMENT JOINT STOCK COMPANY**

Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020, and its amending, supplementing, and implementing documents;

Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26, 2019, and its amending, supplementing, and implementing documents;

Pursuant to Decree 155/2020/NĐ-CP detailing the implementation of a number of articles of the Law on Securities, passed on December 31, 2020, as supplemented by Decree 245/2025/NĐ-CP dated September 11, 2025;

Pursuant to the Charter of Organization and Operation of Vicem Hai Van Cement Joint Stock Company;

Pursuant to Resolution No. 90/ NQ-HĐQT dated July 20, 2026, of the Board of Directors on approving the draft documents and the plan for written shareholder consultation;

Today, at 1:30 PM on August 10, 2026, at the head office of Vicem Hai Van Cement Joint Stock Company - No. 65 Nguyen Van Cu, Hai Van Ward, Da Nang City, Vietnam. The Company's Board of Directors conducted the counting of ballots for written shareholder consultation to pass a General Meeting of Shareholders Resolution as follows:

I. Information about the Company:

- Company Name: Vicem Hai Van Cement Joint Stock Company.
- Head Office Address: No. 65 Nguyen Van Cu, Hai Van Ward, Da Nang City, Vietnam.
- Enterprise Identification Number: 0400101235.

II. Participants in the ballot counting session

1. Ballot Counting Committee

- Mr. Le Trung Kien - Chairman of the BOD - Head of Committee - Attend online.
- Mr. Truong Phu Cuong - Member of the BOD, General Director - Member.

- Mr. Nguyen Hoang Tri - Member of the BOD, Deputy General Director - Member.
- Mr. Nguyen Quang Tuan - Member of the BOD – Member - Attend online.
- Mr. Nguyen Tri Thanh - Independent Member of the BOD – Member - Attend online.

2. Ballot Counting Supervisors

- Mr. Nguyen Sy Linh - Head of the BOS
- Mr. Dang Ngoc Bao - Member of the BOS
- Ms. Nguyen Hong Minh - Member of the BOS

3. Purpose and matters requiring consultation

Content for consultation:

Approval of transactions between VICEM Hai Van Cement Joint Stock Company and VICEM Hoang Thach Cement Joint Stock Company in 2026 in accordance with the contents of Proposal No. 93/TTr-HDQT dated August 5, 2026 submitted by the Board of Directors

The General Meeting of Shareholders authorizes the Board of Directors to organize and implement the transactions approved by the General Meeting of Shareholders; to decide on the execution, amendment, supplementation, extension or termination of the agreements and any appendices thereto; and to decide on all matters arising during the implementation of such transactions in accordance with applicable laws and the Company's Charter.

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4. Summary of ballot consultation results

- Closing date for the list of shareholders with voting rights: July 16, 2026.
- Total number of shareholders on the closed list: 1,676 shareholders, representing 41,525,250 shares with voting rights.
- Deadline for shareholders to send ballots to the company: Before 16:00 on August 5, 2026.
- Total number of outstanding shares: 41,525,250 shares, of which:
 - *Number of shares with voting rights: 10,069,490 shares.*
 - *Number of shares without voting rights: 31,455,760 shares, specifically:*

No.	Shareholder name	Number of shares
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1	Vietnam National Cement Corporation	31,455,760
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Vietnam National Cement Corporation (VICEM) is a Related Person under Clause 23, Article 4 and Clause 1, Article 167 of the Law on Enterprises and therefore does not participate in voting on this matter. Consequently, the number of voting shares of all remaining shareholders is 10,069,490 shares.

As of 4:00 PM on August 5, 2026, the Company received ballots from shareholders via the following methods:

No.	Content	Number of ballots	Number of voting shares	Ratio % (Number of voting shares/Total voting shares)
1	Total number of votes sent	1,676	41,525,250	100.00%
2	Total ballots received, in which (*):	169	5,067,654	50.33%
-	Sent by hard copy mail	162	1,792,150	17.80%
-	Sent by email	07	3,275,504	32.53%

(*) The number of voting shares is 10,069,490 shares, equivalent to 100% of the total voting shares of all shareholders with voting rights, including the shares of the shareholder VICEM, which, as a Related Person, does not have the right to participate in the vote.

5. Detailed voting results

Content: Approval of transactions between VICEM Hai Van Cement Joint Stock Company and VICEM Hoang Thach Cement Joint Stock Company in 2026 in accordance with the contents of Proposal No. 93/TTr-HDQT dated August 5, 2026, submitted by the Board of Directors

The General Meeting of Shareholders authorizes the Board of Directors to organize and implement the transactions approved by the General Meeting of Shareholders; to decide on the execution, amendment, supplementation, extension or termination of the agreements and any appendices thereto; and to decide on all matters arising during the implementation of such transactions in accordance with applicable laws and the Company's Charter.

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No.	Content	Number of ballots	Number of voting shares	Ratio % (Number of voting shares/Total voting shares)
1	Number of valid ballots	169	5,067,654	50.33%
-	Approve	169	5,067,654	50.33%
-	Disapprove	0	0	0
-	No opinion	0	0	0
2	Number of invalid ballots	0	0	0
3	Other	0	0	0

6. Resolution passed

Pursuant to the provisions of the Law on Enterprises, the Company's Charter, and the ballot counting results, the General Meeting of Shareholders of Vicem Hai Van Cement Joint Stock Company has voted to approve:

- Approval of transactions between VICEM Hai Van Cement Joint Stock Company and VICEM Hoang Thach Cement Joint Stock Company in 2026 in accordance with the contents of Proposal No. 93/TTr-HDQT dated August 5, 2026 submitted by the Board of Directors

- The General Meeting of Shareholders authorizes the Board of Directors to organize and implement the transactions approved by the General Meeting of Shareholders; to decide on the execution, amendment, supplementation, extension or termination of the agreements and any appendices thereto; and to decide on all matters arising during the implementation of such transactions in accordance with applicable laws and the Company's Charter.

- The General Meeting of Shareholders further authorizes the Board of Directors to approve contracts and transactions falling within the authority of the General Meeting of Shareholders that arise from the beginning of 2027 until the date immediately preceding the 2027 Annual General Meeting of Shareholders, in accordance with applicable laws and the Company's Charter.

The number of votes in favor is 5,067,654 votes, representing 50.33% of the total votes of all shareholders entitled to vote.

The number of votes against is 0 votes, representing 0% of the total votes of all shareholders entitled to vote.

The number of abstentions is 0 votes, representing 0% of the total votes of all shareholders entitled to vote.

All members participating in and supervising the ballot counting confirm their agreement with the entire content of these ballot counting minutes.

7. Commitment and Signatures

Members of the Ballot Counting Committee and the Ballot Counting Supervisors are jointly and severally responsible before the law and all shareholders for the honesty, accuracy, and objectivity of the aforementioned ballot counting results.

These minutes are made in 02 copies with equal legal validity, completed at 4:45 PM on the same day, and sent to all Shareholders of Vicem Hai Van Cement Joint Stock Company.

FULL NAME, SIGNATURE OF MEMBERS PARTICIPATING IN BALLOT COUNTING

Chairman of the Board of Directors – Head of Committee



Le Trung Kien

Member

Truong Phu Cuong

Member

Nguyen Hoang Tri

Member

Nguyen Quang Tuan

Member

Nguyen Tri Thanh

FULL NAME, SIGNATURE OF MEMBERS PARTICIPATING IN SUPERVISION

Head of the Board of Supervisors

Nguyen Sy Linh

Member of the Board of Supervisors

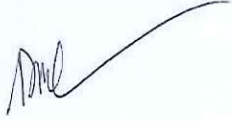
Dang Ngoc Bao

Member of the Board of Supervisors

Nguyen Hong Minh

FULL NAME, SIGNATURE OF MEMBERS PARTICIPATING AS WITNESSES

Secretary of the Board of Directors



Le Thi Anh Dao

Legal expert

Administrative Department



Pham Van Dung

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APPENDIX – LIST OF SHAREHOLDERS PARTICIPATING IN VOTING

No.	Full Name	Number of shares owned (Shares)	Full name of authorized representative (If any)	Number of shares under authorization (Shares)	Total number of shares owned & under authorization (Shares)	Percentage % (Number of Voting Rights/Total Number of Voting Rights)
1	VU VIET HOAN	1,506,820		0	1,506,820	
2	DUONG XUAN CHUNG	1,568,671		0	1,568,671	
3	DUONG XUAN THUY	49		0	49	
4	TAY DO CEMENT JSC	615,290			615,290	
5	MINH SAM PRIVATE ENTERPRISE	8,400			8,400	
6	NGHE GIANG TRADE AND ADVISORY COMANY LIMITED	11,400			11,400	
7	GIANG HA LIMITED COMPANY	19,000			19,000	
8	FINHAY VIET NAM JSC	10,200			10,200	
9	DUY THINH CO., LTD	8,200			8,200	
10	BUI VIET MINH	229,600			229,600	
11	LUU VAN BONG	14,632			14,632	
12	VO QUANG	8,500			8,500	
13	BUI VIET HA	6,500			6,500	
14	NGUYEN THI LIEU	6,000			6,000	
15	PHUNG PHUOC HUNG	3,000			3,000	
16	LE THI HONG DIEM	4,000			4,000	
17	VO NGOC NGAN	2,800			2,800	
18	NGUYEN THI LIEU	4,990			4,990	
19	LE VAN LAN	5,400			5,400	
20	TRINH TUONG	12,900			12,900	
21	VO NGUYEN CAM VINH	13,250			13,250	
22	PHAM THI BICH LIEN	6,300			6,300	
23	DINH THI NGOC BICH	47,200			47,200	
24	NGUYEN THI THAI	10,000			10,000	
25	HO THI TUYET NGA	10,000			10,000	
26	HO VINH	2,700			2,700	
27	HO XUAN THU	17,710			17,710	
28	PHAM THI THU THAO	9,100			9,100	
29	TRAN THI CAM LINH	10,000			10,000	
30	TRAN THI VAN ANH	12,400			12,400	
31	LE THANH KIEN	11,000			11,000	

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32	LE THI PHUONG	7,300			7,300	
33	LE TRUNG DUNG	42,500			42,500	
34	LE KIM PHUC	17,900			17,900	
35	LE MINH DUONG	8,500			8,500	
36	LE QUANG LAO	3,400			3,400	
37	PHAM THI HA	26,500			26,500	
38	TRAN VAN CAY	3,600			3,600	
39	LE THI HONG THUY	3,500			3,500	
40	LE THI KIM HAN	12,500			12,500	
41	PHAM THI KIM THU	1,800			1,800	
42	TRAN THI HAO	3,800			3,800	
43	LE THI MINH TRANG	1,500			1,500	
44	PHAM THI HUONG	6,803			6,803	
45	LE THI MACH	7,500			7,500	
46	LE THI QUYNH TIEN	9,000			9,000	
47	PHAN VAN PHUC	5,000	Phan Tien Dung		5,000	
48	TRAN XUAN HA	8,800			8,800	
49	PHAN VAN THANH	1,700	Nguyen Thi Le Tung		1,700	
50	LE THANH VAN	5,500			5,500	
51	PHAN XUAN LUC	1,600			1,600	
52	PHAN Y NHI	2,000			2,000	
53	PHAN DUC TOAN	2,300			2,300	
54	TRAN NGUYEN TIN	400			400	
55	LE THI MAI SON	9,000			9,000	
56	PHAM QUOC PHUONG	6,000			6,000	
57	TRAN THUY PHUONG	2,400			2,400	
58	PHAM BA NOI	5,400			5,400	
59	LE DOAN LAM	300			300	
60	PHUONG VAN THANH	1,710			1,710	
61	TRUONG THI HIEN	7,000			7,000	
62	TRAN NGOC DIEP	4,000			4,000	
63	PHAM SY MINH HOANG	1,300			1,300	
64	TRUONG VAN TUAN	3,000			3,000	

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65	TRAN MINH HOANG	2,300			2,300	
66	DINH PHUNG	10,390			10,390	
67	PHAM NGOC DUNG	7,600			7,600	
68	PHUNG MANH HUNG	2,000			2,000	
69	VU HUU LOI	52,400			52,400	
70	LE VIET THANG	194,500			194,500	
71	PHAM NGOC MINH DUY	7,000			7,000	
72	LUU VAN CHANH	1,600			1,600	
73	LUONG THE HAU	11,000			11,000	
74	MAI MINH HUY	2,800			2,800	
75	MAI DUC DE	5,000			5,000	
76	NGUYEN DUY HUNG	46,100			46,100	
77	NGO DUC LUU	5,000	Truong Phu Cuong	5,000	5,000	
78	TRAN THI MI KHIN	164			164	
79	DANG TUAN DUNG	15,400			15,400	
80	TRAN HUYNH AN	4,600			4,600	
81	TRAN THI BICH PHUONG	20,000			20,000	
82	VO MAU NAM	1,000			1,000	
83	VO MAU DAI PHONG	200			200	
84	TRAN DINH KHOI	14,800			14,800	
85	NGUYEN THI LUU	3,300			3,300	
86	TRAN DINH MANH	35,000			35,000	
87	TRAN THI NAM	1,060			1,060	
88	TRAN THI THANH HOA	3,500			3,500	
89	TRUONG VAN DUAN	5,443			5,443	
90	TRAN NGUYEN VU	12,100			12,100	
91	VO THI NGOC SUONG	21,800			21,800	
92	VO THANH PHI	2,000	Mai Minh Huy	2,000	2,000	
93	PHAN MINH NGUYET	5,000			5,000	
94	NGUYEN HOANG TRI	4,200			4,200	
95	BUI QUANG HUY	400	Dang Ngoc Bao	400	400	
96	DOAN CHIEN TRUONG	800	Dang Ngoc Bao	800	800	
97	HUYNH CU	800	Dang Ngoc Bao	800	800	

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98	HUYNH BA LUAN	900	Dang Ngoc Bao	900	900	
99	HUYNH THI HANH	800	Dang Ngoc Bao	800	800	
100	HUYNH TRONG VU	800	Dang Ngoc Bao	800	800	
101	HUYNH VAN THONG	900	Dang Ngoc Bao	900	900	
102	HA DINH DOI	800	Dang Ngoc Bao	800	800	
103	HA VAN NHAN	200	Dang Ngoc Bao	200	200	
104	HA VAN VIEN	400	Dang Ngoc Bao	400	400	
105	HO CAM	800	Dang Ngoc Bao	800	800	
106	LE ANH TUAN	140	Dang Ngoc Bao	140	140	
107	LE VAN LINH	600	Dang Ngoc Bao	600	600	
108	LE DANG TIEN	600	Dang Ngoc Bao	600	600	
109	LE DUY DONG	1,400	Dang Ngoc Bao	1,400	1,400	
110	LE KIM PHU	500	Dang Ngoc Bao	500	500	
111	LE SY SAU	90	Dang Ngoc Bao	90	90	
112	NGUYEN HUONG	800	Dang Ngoc Bao	800	800	
113	NGUYEN NGOC DUNG	800	Dang Ngoc Bao	800	800	
114	NGUYEN THANH KHA	900	Dang Ngoc Bao	900	900	
115	NGUYEN THANH KIM	800	Dang Ngoc Bao	800	800	
116	NGO TAN MAI	900	Dang Ngoc Bao	900	900	
117	NGUYEN CONG BAY	1,000	Dang Ngoc Bao	1,000	1,000	
118	NGUYEN HUU LONG	900	Dang Ngoc Bao	900	900	
119	NGUYEN LUONG	800	Dang Ngoc Bao	800	800	
120	NGUYEN MINH THANH	800	Dang Ngoc Bao	800	800	
121	NGUYEN MINH TAM	7,900	Dang Ngoc Bao	7,900	7,900	
122	NGUYEN QUOC	800	Dang Ngoc Bao	800	800	
123	NGUYEN TAN HUNG	600	Dang Ngoc Bao	600	600	
124	NGUYEN VAN BINH	900	Dang Ngoc Bao	900	900	
125	NGUYEN DUC THUC	900	Dang Ngoc Bao	900	900	
126	NGO THI DIEU HUYEN	600	Dang Ngoc Bao	600	600	
127	PHAN THANH TUNG	800	Dang Ngoc Bao	800	800	

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128	PHAN VIET NGHIA	800	Dang Ngoc Bao	800	800	
129	PHAN VAN HAI	800	Dang Ngoc Bao	800	800	
130	TRAN THANH PHUONG	800	Dang Ngoc Bao	800	800	
131	TRAN THI THU	100	Dang Ngoc Bao	100	100	
132	TRAN VAN LAU	600	Dang Ngoc Bao	600	600	
133	TRAN DINH HUNG	1,500	Dang Ngoc Bao	1,500	1,500	
134	TRUONG ANH TUAN	900	Dang Ngoc Bao	900	900	
135	TRUONG TRUNG HAU	900	Dang Ngoc Bao	900	900	
136	TRAN CAU	900	Dang Ngoc Bao	900	900	
137	VUONG NGOC HUNG	4,800	Dang Ngoc Bao	4,800	4,800	
138	DINH QUOC TUAN	900	Dang Ngoc Bao	900	900	
139	DANG NGOC BAO	5,200			5,200	
140	LE MINH TUAN	7,800			7,800	
141	NGUYEN HOANG TUAN	1,400			1,400	
142	NGUYEN MINH TRUNG	900			900	
143	PHAM PHUC DU	40			40	
144	HOANG XUAN THINH	5,002			5,002	
145	TRAN QUANG HUNG	900			900	
146	LE THI ANH DAO	900	Tran Quang Hung	900	900	
147	NGO THI THUY LOI	5,400	Tran Quang Hung	5,400	5,400	
148	DINH NGOC CHAU	59,200			59,200	
149	NGUYEN THI THANH NGA	500	Dinh Ngoc Chau	500	500	
150	PHAN MANH	1,000			1,000	
151	PHAM CONG VINH	900			900	
152	HO DANG	800			800	
153	LE CHI	1,000			1,000	
154	LE THANH TU	900			900	
155	LE TRINH TUONG	2,500			2,500	
156	NGUYEN QUANG HOA	700			700	
157	NGUYEN DUNG	2,000			2,000	
158	NGUYEN HUU THONG	1,300			1,300	
159	NGUYEN KIM HUNG	1,100			1,100	

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160	NGUYEN LUON	900			900	
161	NGUYEN TRONG DAN	900			900	
162	NGO VAN HANH	800			800	
163	PHAM THANH THAO	600			600	
164	TRUONG LE NGOC DAI	900			900	
165	DANG NGOC LAM	500			500	
166	DANG SOAN	1,000			1,000	
167	NGUYEN THI KIM THUONG	500	Nguyen Thanh Hai	500	500	
168	TRUONG CONG BINH	600	Nguyen Thanh Hai	600	600	
169	TRAN THI TUYEN	600	Nguyen Thanh Hai	600	600	
	TOTAL	5,067,654	-	59,630	5,067,654	50,33

Total number of valid votes	5,067,654
Total number of invalid votes	0
Total number of votes participating in the voting	5,067,654
Total number of votes entitled to vote	10,069,490



VIETNAM NATIONAL CEMENT
CORPORATION
CEMENT JOINT STOCK COMPANY
VICEM HAI VAN

No: 93 /TTr-HĐQT

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Da Nang, August 05, 2026

PROPOSAL

Regarding the approval of transactions between Vicem Hai Van Cement Joint Stock Company and Vicem Hoang Thach Cement Company in 2026

To: General Meeting of Shareholders

Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020, and its amendments, supplements, and guiding documents;

Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26, 2019, and its amendments, supplements, and guiding documents;

Pursuant to Decree 155/2020/NĐ-CP detailing the implementation of a number of articles of the Law on Securities, passed on December 31, 2020, as supplemented by Decree 245/2025/NĐ-CP dated September 11, 2025;

Pursuant to the Charter of Organization and Operation of Vicem Hai Van Cement Joint Stock Company;

Pursuant to the 2026 Business and Production Plan approved by the General Meeting of Shareholders.

The Board of Directors hereby submits to the General Meeting of Shareholders for consideration and approval the transactions between Vicem Hai Van Cement Joint Stock Company and Vicem Hoang Thach Cement Company in 2026 as follows:

In 2026, Vicem Hai Van Cement JSC and Vicem Hoang Thach Cement Company will continue their production and business cooperation through activities such as cement product processing, the sale of processed cement products at Vicem Hai Van, and other related transactions under specific contracts and contract annexes. These transactions are conducted to leverage the Company's production capacity, ensure product output, improve asset utilization efficiency, maintain stable production and business operations, and secure employment for workers.

According to the 2026 production and business plan approved by the General Meeting of Shareholders, the Company has been processing cement for Vicem Hoang Thach during the first 6 months of 2026 and intended to transition to a trademark licensing model for Vicem Hoang Thach Cement in the final 6 months of 2026. However, as of now, the legal conditions regarding trademark ownership and exploitation rights have not been finalized, meaning the licensing model is not yet ready for implementation. To ensure that production and business activities are maintained continuously and stably without impacting the execution of the 2026 production and business plan, the Company intends to continue performing processing, product sales,



and related transactions with Vicem Hoang Thach Cement Company until the conditions for implementing the licensing model are met in accordance with regulations.

During the first 6 months of 2026, the Company carried out the following transactions with Vicem Hoang Thach Cement Company:

(1) Cement product processing transaction under Contract No. 288/XMHT-KHCL dated December 31, 2025, and its accompanying annexes, with an estimated execution value of 191,541,276,072 VND (inclusive of VAT);

(2) Transaction for the sale of processed cement products at Vicem Hai Van under Contract No. 42/XMHT-XNTT dated March 31, 2026, signed with the Consumption Enterprise - a branch of Vicem Hoang Thach Cement Company, and its accompanying annexes, with an estimated execution value of 107,997,633,060 VND (inclusive of VAT);

(3) Transaction for the lease of the Quy Nhon Transit Station under Contract No. 389/XMHT-KHCL dated December 31, 2025, with an execution value up to the time of contract liquidation of approximately 500 million VND (inclusive of VAT and collected/paid-on-behalf amounts as per the contract).

In the third quarter of 2026, due to not yet meeting the conditions for implementing the licensing model, the Company signed and continues to perform the following transactions:

(1) Cement product processing transaction under Contract No. 158/XMHT-KHCL dated June 30, 2026, and its accompanying annexes, with an estimated execution value of 110,011,024,800 VND (inclusive of VAT);

(2) Transaction for the sale of processed cement products at Vicem Hai Van under Contract No. 43/XMHT-XNTT/2026 dated June 30, 2026, signed with the Consumption Enterprise - a branch of Vicem Hoang Thach Cement Company, and its accompanying annexes, with an estimated execution value of 110,928,635,100 VND (inclusive of VAT).

For the fourth quarter of 2026, in the event that the conditions for implementing the trademark licensing model are finalized and the parties agree to proceed, the Company will transition to this model in accordance with the policy approved by the General Meeting of Shareholders. In the event that the aforementioned conditions are not yet finalized, the Company intends to continue signing and performing the following transactions:

(1) Cement product processing transaction, with an estimated value of 99,003,211,200 VND (inclusive of VAT);

(2) Transaction for the sale of processed cement products at Vicem Hai Van, with an estimated value of 99,821,321,895 VND (inclusive of VAT).

Based on the transactions that occurred during the first 6 months of 2026, the transactions signed for execution in the third quarter of 2026, and the implementation plan for the remainder of the year, the total value of transactions between the Company and Vicem Hoang Thach Cement Company (including transactions performed through dependent units of Vicem Hoang Thach Cement Company) within a 12-month period from the date of the first transaction is likely to exceed 35% of the total value of the Company's assets according to the 2025 audited financial statements, which is 526,981,366,788 VND. Therefore, the aforementioned transactions fall under the

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category that must be submitted to and approved by the General Meeting of Shareholders in accordance with Article 293 of Decree No. 155/2020/ND-CP.

Submitting these transactions to the General Meeting of Shareholders for consideration and approval is intended to ensure compliance with legal regulations regarding transactions with related parties of public companies, while also establishing a legal basis for the Company to continue implementing production and business activities according to the 2026 plan in a proactive, unified, and continuous manner.

The Board of Directors hereby submits to the General Meeting of Shareholders for consideration and approval:

All contracts and transactions between Vicem Hai Van Cement Joint Stock Company and Vicem Hoang Thach Cement Company that have occurred and are expected to occur in 2026, including transactions for cement product processing, cement product sales, the lease of the Quy Nhon Transit Station, and other related transactions under contracts and contract annexes signed or to be signed in 2026.

Continuing to perform the aforementioned transactions during the remainder of 2026 in accordance with the Production and Business Plan approved by the General Meeting of Shareholders, the Company's actual operational needs, and legal regulations; furthermore, in the event that the legal conditions for implementing the trademark licensing model are finalized, the General Meeting of Shareholders authorizes the Board of Directors to decide on the transition to the licensing model; to organize negotiations, determine the timing, sign, amend, supplement, extend, or terminate agreements and contracts, and decide on related matters during the implementation process in accordance with the law and the Company's Charter.

The Board of Directors is authorized to decide on the organization and implementation of the transactions approved by the General Meeting of Shareholders; to decide on the signing, amendment, supplementation, extension, or termination of contracts and contract annexes; and to decide on issues arising during the performance of these transactions in accordance with the law and the Company's Charter.

Simultaneously, the General Meeting of Shareholders approves authorizing the Board of Directors to decide on contracts and transactions falling under the authority of the General Meeting of Shareholders that arise from January 1, 2027, until the 2027 Annual General Meeting of Shareholders, in accordance with the law and the Company's Charter; the Board of Directors is responsible for reporting on the implementation at the next General Meeting of Shareholders.

Submitted to the General Meeting of Shareholders for consideration and approval./.

Recipients:

- As above;
- Finance and Accounting Department; Planning Department
- Archived: Admin, BOD

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



Le Trung Kien



SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

PRODUCT DISTRIBUTION CONTRACT

No.: .../XMHT-XNTT/2026

Pursuant to:

- *The Civil Code dated November 24, 2015, and guiding documents for implementation;*
- *The Commercial Law dated June 14, 2005, and guiding documents for implementation;*
- *The Law on Enterprises dated June 17, 2020, and guiding documents for implementation;*
- *The 2026 Master Business and Production Plan;*
- *The needs and capabilities of both Parties.*

Today, this June ... 2026, at Vicem Hoang Thach Cement Company, the Parties consist of:

1/. SELLER: BRANCH OF VICEM HOANG THACH CEMENT ONE MEMBER LIMITED LIABILITY COMPANY - SALES ENTERPRISE

Tax ID: 0800004797 - 016
Address: Bich Nhoi 2 Residential Group, Nhi Chieu Ward, Hai Phong City, Vietnam
Tel: 0220.3821 094 Fax: 0220.3522 123
Representative: Mr. Nguyen Hai Minh Position: Director
Account No. 1: 114.000.102.586 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Dong Hai Duong Branch (VietinBank)
Account No. 2: 4620061794 at Hoang Thach Transaction Office – Hai Duong Branch – Bank for Investment and Development of Vietnam (BIDV)
Account No. 3: 0341.000.669.888 at Joint Stock Commercial Bank for Foreign Trade of Vietnam – Chi Linh Branch – Kinh Mon Transaction Office (Vietcombank)
Account No. 4: 0300.5660.5068 at Saigon Thuong Tin Commercial Joint Stock Bank – Hai Duong Branch, Hoang Thach Transaction Office (Sacombank)

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

2/. DISTRIBUTOR: VICEM HAI VAN CEMENT JOINT STOCK COMPANY

Tax ID: 0400101235
Address: 65 Nguyen Van Cu, Hai Van Ward, Da Nang City
Tel: 0236 3842 172
Representative: Mr. Truong Phu Cuong Position: General Director
Account No. 1: 110854699999 at Vietnam Joint Stock Commercial Bank for Industry and Trade (Vietinbank) – Da Nang Branch – Hung Vuong Transaction Office
Account No. 2: 111684066888 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Song Han Branch
Account No. 3: 56110000116711 at Bank for Investment and Development of Vietnam – Da Nang Branch
Account No. 4: 2013201351016 at Vietnam Bank for Agriculture and Rural Development – Hoa Khanh Nam Industrial Zone Branch, Da Nang
Account No. 5: 006502037 at Vietnam International Bank, Da Nang Branch (VIB_Da Nang Branch)

Account No. 6: 06001010444545 at Maritime Commercial Joint Stock Bank (MSB) - Da Nang Branch

(Hereinafter referred to as the "**Buyer**" or "**Party B**")

Party A and Party B, hereinafter individually referred to as a "Party" or collectively as the "Parties", hereby agree to enter into this product distribution Contract (hereinafter referred to as the "**Contract**") with the following specific terms and conditions:

ARTICLE 1. DEFINITION OF TERMS

- 1.1. "**Contract**" means this economic/product distribution contract document and all contract dossier documents as specified in Article 2 of the Contract;
- 1.2. "**Contract Annex**" means a document amending or supplementing one or more contents of the contract dossier and is an inseparable part of the Contract;
- 1.3. "**Distributor**" means Party B according to the information at the beginning of the Contract;
- 1.4. "**Seller**" means Party A according to the information at the beginning of the Contract;
- 1.5. "**VICEM**" means Vietnam Cement Industry Corporation;
- 1.6. "**Day**" means a calendar day, including weekends, holidays, and Tet holidays as prescribed by law;
- 1.7. "**Product**" means bagged cement, bulk cement, and other products bearing the Vicem Hoang Thach brand;
- 1.8. "**Sales Enterprise**" means the name of the dependent accounting unit/branch of Vicem Hoang Thach Cement One Member Limited Liability Company, responsible to the Board of Members, the General Director of the Company, and legal regulations regarding sales and product distribution.
- 1.9. "**Sales Policy**" means policies and plans regarding distribution and market coordination issued by Party A in accordance with legal regulations. During the implementation of the Contract, if there are changes or adjustments to the sales policy, the terms of this Contract shall be adjusted accordingly. The effective date of such adjustments is the time Party B receives notification from Party A regarding the changes or adjustments to the sales policy.
- 1.10. "**Order Value**" means the total amount Party B must pay to Party A corresponding to the quantity of Products ordered by Party B after deducting the discount/promotional value (if any), as stated in Party B's purchase order;
- 1.11. "**Credit Limit**" means the maximum debt balance in currency that Party B is allowed to owe Party A within a certain period, in accordance with Party A's regulations on debt management regarding the distribution and business of products bearing the Vicem Hoang Thach brand at each time;
- 1.12. "**Sales Territory**" means the territory assigned according to administrative boundaries, projects, or mixing stations registered by Party B in the annex of the Contract, which may change during the term of the Contract if approved by Party A;
- 1.13. "**Purchase Order**" means the request sent by Party B to Party A to purchase Products when Party B has a demand, including information on quantity, product type, location, and delivery time for each batch, expressed in writing or executed through Party A's sales management system (ERP/Websale);
- 1.14. "**Out-of-territory sales**" means the act of Party B or Party B's vehicles or customers distributing products outside the Sales Territory that Party B is assigned to organize distribution by Party A.
- 1.15. "**Discount**" or "**Trade Discount**" means Party A's reduction of the selling price of products for Party B as decided by Party A in accordance with the sales policy at each time;
- 1.16. "**Promotion**" means trade promotion activities by Party A, Party B, and Party B's distribution units to promote the distribution of products bearing the Vicem Hoang Thach brand, ensuring compliance with legal regulations, the provisions of this Contract, and the sales policy issued by Party A;

- 1.17. **"After-sales service"** means activities by Party A and Party B to ensure products supplied to the market meet the quality, technology, price, and other standards of the Vicem Hoang Thach brand;
- 1.18. **"Bank"** means commercial banks or legal credit institutions operating in Vietnam;
- 1.19. **"Force Majeure"** means an event as defined in Article 11 of this Contract;
- 1.20. **"Law"** means the law of the Socialist Republic of Vietnam.

ARTICLE 2. CONTRACT DOCUMENTS

2.1. The contract dossier is an inseparable part of the Contract, including the following documents:

- a. This Contract document;
- b. Party B's dossier for registration of the distribution plan and contract signing, which has been approved by Party A, including:
 - Party B's legal dossier;
 - Party B's capacity profile;
 - Party B's registration document for the Distribution Plan;
 - Payment guarantee letter issued by a legal bank/credit institution;
 - Other documents as required by Party A to comply with legal regulations.
- c. All Annexes of this Contract;
- d. Party A's Sales Policy;
- e. Selling prices of products issued and/or applied by Party A;
- f. Regulations and rules of Party A regarding the distribution of products bearing the Vicem Hoang Thach brand.

2.2. Order of priority of documents: The documents constituting the Contract are unified and intended to interpret each other. In case of any ambiguity or inconsistency in the contract dossier, the order of priority constituting the Contract shall follow the order listed in Clause 2.1 of this Article, applying the regulations on sales policy, distribution, and market coordination issued by Party A or currently applied at Party A.

ARTICLE 3. OBJECT OF THE CONTRACT

3.1. Party B agrees to distribute products directly for Party A according to the type, quantity, and standards specified in the annex of the Contract.

3.2. Distribution volume: According to the processing volume in the third quarter of 2026 at Vicem Hai Van, expected to be distributed in the territories at 84,000 tons $\pm 10\%$ as stated in the annex of this Contract.

3.3. Distribution principles:

3.3.1. Party B shall distribute products in accordance with the specifications stated in Clause 3.1 and the Sales Territory approved by Party A in the annex of the Contract;

3.3.2. The two Parties may agree to purchase and distribute other types of products when there is a demand. The purchase and distribution of other products shall be considered and implemented according to the registration and contract signing procedures for distribution in accordance with the law and must be signed by the Parties as an annex to this Contract or as an independent contract.

3.3.3. Party B and Party B's distribution units are not allowed to distribute products outside the territory, except in cases where Party A has provided prior written consent.

3.3.4. At any given time, Party A shall decide on the division of the sales system in each territory based on the principle of balancing benefits for Party A's Distributors and ensuring healthy competition to increase market efficiency. The division of the sales system will be notified in writing by Party A to Party B before the effective date of the adjustment according to Party A's notification, and Party B commits to complying with the general market management of Vicem Hoang Thach.

3.3.5. All product purchase and distribution activities of Party B and Party B's distribution units must comply with the general market management of Party A according to the sales policy.

Party B is directly responsible to Party A for its own actions and violations, as well as those of Party B's distribution units.

3.3.6 For bulk cement types, Party B must comply with the following regulations:

- Before approaching and offering to sell in territories/projects/works/mixing stations, Party B is responsible for notifying and registering the distribution with Party A and must obtain Party A's approval before proceeding with distribution. Party B's distribution registration documents shall be considered as attached annexes and are an inseparable part of the Contract.
- For new projects/works/mixing stations: If within 02 months from the date of distribution registration, Party B fails to distribute Hoang Thach cement, other Distributors/customers of Party A have the right to approach and offer to sell.
- For projects/works/mixing stations where Party B has registered for distribution and incurred debt: If for 03 consecutive months they do not use Vicem Hoang Thach cement and have switched to using cement of other brands, other Distributors/customers of Party A have the right to approach and offer to sell.

ARTICLE 4. SELLING PRICE AND SALES POLICY

4.1. Selling price:

4.1.1. The selling price of products is the price issued by Party A at each time, determined based on the price at the loading chute of the processing unit for Party A, applied according to decisions on the issuance of selling prices for Hoang Thach cement at processing facilities.

4.1.2. During the implementation of the Contract, based on actual market conditions, Party A has the right to adjust the selling prices of product types and shall notify Party B in writing before the effective date of the adjusted selling price.

4.1.3. In case of selling price adjustment, the Parties do not need to sign a contract annex. Party A's written notification of the adjusted selling price serves as the basis for application and is an inseparable part of the Contract.

4.2. Trade discount, promotion:

4.2.1. At each time, based on market conditions and sales policy, Party A will notify Party B of the trade discount level, promotion, and other sales policies (if any) for Party B in accordance with the law.

4.2.2. During the implementation of the Contract, based on actual market conditions and sales policy, Party A has the right to adjust the form and level of trade discount, promotion, and other sales policies and shall notify Party B in writing before application. The Parties do not need to sign a contract annex when adjusting trade discounts, promotions, or other sales policies. Party A's written notification of adjustment serves as the basis for application and is an inseparable part of the Contract.

4.2.3. Party A may choose the form of promotion suitable for the sales policy and legal regulations.

4.2.4. Based on actual market conditions at each time and in accordance with market policy and current legal regulations, Party A may decide to implement one or more forms such as: trade discount, promotion, and other sales policies and shall notify Party B in writing to promote product distribution.

4.2.5. Promotional programs and after-sales services in each territory are organized by Party A or in coordination with Party B, in accordance with market policy and current legal regulations on payments involving trade discounts and promotions.

ARTICLE 5. DISTRIBUTION PLAN AND TERRITORY

5.1. Based on the total product distribution volume committed by Party B, Party B must develop a plan to allocate distribution volume by month and quarter for each territory (details in attached Annex 01). The distribution plan and territory agreed upon by the two parties shall be an annex of the Contract;

5.2. Party A has the right to request Party B to adjust the agreed distribution plan and territory in the following cases:

- Adjustment according to the distribution principles stated in Clause 3.3 of Article 3;
- According to Party A's Sales Policy at each time;
- The adjustment is to ensure that Party B can correctly implement the registered distribution plan and territory approved by Party A;
- Other cases as prescribed by the Contract.

ARTICLE 6. PRODUCT DELIVERY AND RECEIPT FOR DISTRIBUTION

6.1. Time and place of delivery and receipt:

6.1.1. Place of delivery: Party A delivers cement onto Party B's vehicles at the loading chute of the processing unit for Party A.

6.1.2. Time: 24/24 including holidays, Tet, and Sundays.

6.2. Method and conditions of delivery and receipt:

6.2.1. Method of delivery and receipt:

- For bagged cement: Party A delivers to Party B or Party B's customers who have registered the quantity, type, and have a shipment order at the Vicem Hai Van Cement factory location on the Websales system. Product delivery and receipt is by counting intact bags, with bag weight according to regulations for pre-packaged goods (Regulations in Circular No. 21/2014/TF-BKHCN).

- For bulk cement: Party A delivers to Party B or Party B's customers who have registered the quantity, type, and have a shipment order at the Vicem Hai Van Cement factory location on the Websales system. Product delivery and receipt is on specialized vehicles at Party A's/processing unit's loading chute for Party A. The quantity delivered and received is determined through Party A's electronic scale, by the total weight (vehicle and cargo) minus the weight of the vehicle before entering to receive goods. After delivery is completed, Party A and Party B or Party B's customers will proceed to take samples, seal, and clamp lead according to regulations (lead seals provided by Party B). Information on lead seals such as the quantity of seals, seal numbers, and sealing positions is shown on the delivery weighing slip for each vehicle.

6.2.2. The parties are responsible for jointly performing the inspection and supervision of cement delivery and receipt before confirming the handover minutes. When discovering or suspecting that the product does not meet standards, quality, or quantity, Party B has the right to request inspection and verification of the product before confirming the handover in the handover minutes. After signing the handover minutes, Party B shall bear full responsibility for the quantity and preservation of goods during transit.

ARTICLE 7. RECONCILIATION, CONFIRMATION, PAYMENT, AND CREDIT LIMIT

7.1. Payment method

7.1.1 Payment: Party B shall make payments or offset debts to Party A according to the actual distribution volume in the day (working day) after the VAT invoice is issued by Party A.

7.1.2. Settlement:

At the end of the month, the two parties shall reconcile, and Party B shall pay Party A after having sufficient documents including:

- Monthly volume and debt reconciliation minutes;
- VAT invoice;
- Quality test result sheet;
- Other relevant documents (if any).

In the last month of the quarter, the settlement value will be agreed upon by the two parties in the contract liquidation minutes. Party B will pay Party A after having a full set of documents including:

- Contract Liquidation Record;
- Other relevant documents (if any).

7.2. Payment form: Party B shall pay by bank transfer or debt offsetting.

7.3. Payment currency: Vietnamese Dong.

7.4. Value Added Tax (VAT) invoice

- For sales and promotional goods invoices: After Party A transfers the goods, ownership, and all risks related to the goods to Party B, Party A shall issue a VAT invoice to Party B.
- For discount invoices: Party A shall issue a discount invoice to Party B when there are sufficient documents according to payment regulations. The discount invoice shall be written on the last day of the discount period or subsequent periods.

ARTICLE 8. PENALTIES FOR VIOLATION

8.1. When a Party fails to perform or performs incorrectly or incompletely its obligations under the Contract, it shall be considered that the Party has violated the Contract.

8.2. In case Party A supplies products that do not meet the prescribed standards, it must compensate Party B for damages. The determination of product quality under this Contract shall be conducted by the Construction Materials Testing Center - Vietnam Institute for Building Materials - Ministry of Construction. After receiving the products under the Contract, Party B shall bear full responsibility for the preservation and other responsibilities regarding risks and quality of the products received.

8.3. In case Party B violates the commitments between the two parties regarding the Sales Territory, approved distribution plan, and payment under the Contract, Party A has the right to immediately apply one or simultaneously all penalty measures as follows:

a. In case Party B is late in payment, Party B must pay late payment interest equal to the late payment amount multiplied by the bank's term loan interest rate at the time of occurrence, and this shall be added to Party B's debt. If the payment is overdue by more than 15 days and Party B still has not completed the payment, Party A has the right to unilaterally terminate the Contract by notifying Party B in writing.

b. In case Party B and/or Party B's distribution unit sells outside the territory or violates the commitments between the two parties regarding the Sales Territory, Party B must be subject to handling forms according to Regulation No. 99/QyD-XMHT dated January 10, 2018, on "Handling of main distributors/owners of distribution vehicles, transporting out of territory, GPS equipment errors, and violations during vehicle queuing", and must immediately terminate the violation and perform necessary tasks to remedy the consequences. If after 03 days Party B or the distribution unit within Party B's system does not terminate the violation, Party A has the right to unilaterally terminate the Contract with Party B.

c. In case Party B fails to ensure the correct volume according to the distribution plan registered by Quarter, Party A has the right to consider and reassign Party B's Sales Territories to another Distributor to ensure the growth targets of Vicem Hoang Thach Cement Company.

d. Other forms of penalty according to Party A's sales policy and consumption regulations.

In addition to the aforementioned penalty levels, Party B is responsible for compensating all damages incurred to Party A or related parties.

ARTICLE 9. RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. Rights and obligations of Party A:

9.1.1. Rights of Party A:

a. In case after the period of each Quarter, Party B distributes a volume lower than the registered plan approved by Party A, Party A has the right to suspend Party B's distribution activities in that territory by a written notice to Party B, and Party A has the right to immediately sign additional contracts or contract annexes with other Distributors.

b. In case Party B does not distribute products continuously for a period of 30 days without a justifiable reason approved by Party A, or Party B's product distribution level reaches below 80% of the registered Quarterly plan, Party A has the right to consider unilaterally terminating the performance of the Contract with Party B.

c. Extend the payment time or transfer debt for Party B in cases considered necessary.

d. Once the goods have been loaded onto Party B's transport vehicles, Party A is not responsible for the preservation of the goods and the quantity of goods delivered to Party B.

- e. Issue sales regulations, specific policies on selling prices, trade discounts, promotions, and regulations on sales and market coordination to be applied to Party B under this Contract.
- f. Unilaterally terminate the Contract with Party B in cases prescribed in this Contract;

9.1.2. Obligations of Party A:

- a. Supply products according to the standards and quality stated in Article 3 of this Contract, meeting Party B's requirements regarding quantity, type, and time for each order.
- b. Party A provides Party B with product quality certificates. Support sales promotion services such as: Advertising, leaflets, information, and other services (if any) for Party B and Party B's sales and product distribution system.
- c. Support Party B in resolving after-sales issues regarding product quality, distribution locations, and after-sales services if any.

9.2. Rights and obligations of Party B

9.2.1. Rights of Party B:

- a. Request Party A to correctly and fully implement the commitment to supply goods with quality criteria as prescribed in Article 3 of this Contract.
- b. Request termination of the Contract in case Party A violates the obligation to supply goods to Party B under the Contract;
- c. Have the right to propose mechanisms and policies to stabilize and develop the product distribution market;
- d. Propose Party A to reward projects, mixing stations, and stores that have achievements in developing the product brand in accordance with Party A's sales policy.

9.2.2. Obligations of Party B

- a. Commit to only distributing cement in the assigned and approved territories, projects, and mixing stations. If Party B delivers or sells goods incorrectly in the committed territory, project, or mixing station, Party B shall bear the penalty level for the violation agreed upon by the two parties according to Regulation No. 99/QyD-XMHT dated January 10, 2018, on "Handling of main distributors/owners of distribution vehicles, transporting out of territory, GPS equipment errors, and violations during vehicle queuing".

During the implementation of the Contract, changes to regulations on territory management, product route management, vehicle queuing, or other regulations issued by Party A for Party B shall be considered as an attached annex of the Contract.

- b. Pay fully and on time to Party A in accordance with the provisions of Article 7 of this Contract.
- c. Comply with the regulations of this Contract and legal regulations on goods transportation and responsibility for risks, preservation of quality, and quantity of products throughout the process from the time the goods are loaded onto Party B's transport vehicles until delivery to the user.
- d. Party B shall place orders through the transaction account on the online sales system provided by Party A to Party B or place orders via fax, phone number, and email address registered by Party B with Party A. Party B must bear full responsibility for all transaction contents via the above forms. Party B's purchase order must clearly state the type and quantity of cement, transport vehicles, expected delivery location, and Sales Territory.
- e. Party B must provide a list of the product distribution customer system to Party A as a basis for care and management of the product distribution process, with the list specified in detail in the contract annex. After 03 months, if there is a fluctuation in the increase or decrease of the number of customers in Party B's system, Party B is responsible for providing the adjusted customer list in writing to Party A and including it in the contract annex if deemed necessary.
- f. Perform after-sales services, expand and develop the market in accordance with the sales policy and Party A's regulations on market coordination and after-sales services;
Fully implement the reporting regime on efforts to resolve difficulties, outstanding issues, or issues arising during the implementation of the Contract.
- g. Not allowed to transfer Party B's obligations or rights as prescribed in this Contract to any third party, except with Party A's written consent.

h. Party B must register the list of Party B's goods transport vehicles for Party A; this list must fully meet the conditions for safety, technical standards, and valid circulation documents. The driver and Party B's goods transport vehicles are responsible for fully meeting the regulations on Party A's environmental goals and policies according to the ISO 14001:2004 environmental management system, specifically as follows:

- Party B's transport vehicles must ensure GPS positioning is installed so that Party A and Party B can monitor the transport route. At the same time, transport vehicles must ensure: Clean, dry, and covered with tarpaulins; No leakage of gasoline, oil, or grease; Minimize smoke and dust; Do not soil or damage the road system, sewers, or trees in the delivery area; Minimize hazardous waste to the environment.

i. Compensate related Parties for all risks occurring to goods, vehicles, and people during the delivery and transportation of goods caused by Party B's fault.

j. Bear penalties for any violation of the commitments, rights, obligations, and responsibilities of Party B prescribed in this Contract. In case of damages, Party B has the responsibility to compensate for these damages to Party A and/or related Parties.

k. Voluntarily comply with and follow all sales policies and adjustments regarding selling prices, trade discounts, promotions, sales support policies, and regulations on sales and market coordination decided, issued, and applied by Party A throughout the duration of this Contract.

l. Immediately after the end of the promotional program, the two Parties shall proceed to reconcile and settle the promotional amount to be enjoyed, and Party B is responsible for completing the procedures to receive the entire amount of promotional cement to be enjoyed within 30 days from the date the two parties reconcile and settle the promotional amount Party B is entitled to. In case after 30 days, Party B does not receive all the promotional cement it is entitled to, Party A will not make payment and Party B will not be entitled to the remaining promotional cement.

ARTICLE 10. PRODUCT WARRANTY AND PRESERVATION

10.1. If the product quality is found not to meet the standards prescribed in Article 3 of this Contract, Party B must immediately notify Party A to determine the cause and find timely handling measures. Party A is only responsible for products not meeting standards if Party B proves that it is a pre-existing defect or Party A's fault before the product handover. If the two Parties do not agree on the product quality issue, they will request an assessment from the Construction Materials Testing Center - Vietnam Institute for Building Materials - Ministry of Construction. All assessment costs and related costs shall be paid by the Party at fault.

10.2. In any case, if after 60 days from the date of completion of product delivery and receipt under the Contract, Party B does not have any feedback on the quality standards of the delivered and received products, Party A shall be completely exempted from all responsibilities for any complaints from Party B and Party B's distribution units regarding the products.

ARTICLE 11. FORCE MAJEURE

11.1. "Force Majeure" means an extraordinary event or circumstance that:

- i. Is beyond the control of a Party;
- ii. That Party could not foresee at the time of signing the Contract;
- iii. Has occurred and that Party cannot reasonably avoid or overcome;
- iv. Cannot be attributed to the other party.

11.2. Force Majeure may include, but is not limited to, the extraordinary events or circumstances listed below, if the conditions from (i) to (iv) above are satisfied. Force Majeure is an objective event that occurs beyond the control of the Parties, such as earthquake, storm, flood, cyclone, tsunami, landslide, fire, war or threat of war, and other disasters not fully foreseen; changes in policy or prohibitions by competent authorities of Vietnam.

11.3. If a Party cannot perform its obligations under this Contract due to the occurrence of one of the force majeure events stated in this Article, that Party must send a written notice to the other Party within no later than two (02) days from the date of the occurrence of the force

majeure event, and consult the other Party on measures to overcome or limit that force majeure event. The Parties shall make efforts to minimize losses to the extent possible. The Party affected by that force majeure event shall not be liable for damages, costs, and losses that the other Party may suffer due to the affected Party's inability to perform or delay in performing its obligations and responsibilities prescribed in this Contract, and such failure or delay shall not be considered a violation of this Contract.

11.4. The Party invoking the force majeure event is responsible for immediately implementing appropriate measures to minimize or eliminate the consequences of that force majeure event, and in the shortest possible time, make efforts to continue performing the obligations and responsibilities affected by that force majeure event.

11.5. Based on the impact of the force majeure event on the performance of this Contract, the Parties may consult each other and decide whether to temporarily suspend performance or terminate this Contract. If the obligations of one Party or the Parties are not performed due to a force majeure event for a period of sixty (60) days from the date of the occurrence of that force majeure event, the Party affected by that force majeure event has the right to terminate this Contract by sending a written termination notice to the other Party.

ARTICLE 12. DISPUTE RESOLUTION

12.1. Resolution of disputes between Party B and Party A's partners or other Distributors of Party A: When a dispute regarding territory or sales location occurs, Party A shall preside over resolving such disputes on the basis of ensuring harmony of interests between the Parties, and Party A's conclusion is the deciding opinion for the Parties to implement.

12.2. When a complaint about Product quality occurs, Party B or the customer using the Product must have sufficient product samples, packaging (for bagged cement), and documents proving the origin of the goods.

12.3. During the implementation of the Contract, if a dispute arises between Party A and Party B, the Parties shall first resolve it through negotiation and conciliation on the basis of respecting the legal rights and interests of each Party. In case the two Parties cannot resolve it through negotiation and conciliation, the two Parties agree to transfer the case to the People's Court of Hai Phong city for resolution in accordance with the law. The Court's decision is final and binding on the Parties. The Party at fault according to the Court's ruling is responsible for paying all litigation costs.

ARTICLE 13. CONTRACT EFFECTIVENESS

13.1. This Contract is effective from July 01, 2026, to the end of September 30, 2026. When the Contract expires, each Party is responsible for fully performing its remaining, unperformed obligations according to the terms of the Contract and its annexes.

13.2. This Contract terminates in the following cases:

- a. According to a written Contract signed by both Parties.
- b. Upon the expiration of the Contract term as prescribed in Clause 13.1 of Article 13 of this Contract without renewal by the Parties;
- c. Due to a force majeure event making it impossible for a Party to continue performing the Contract. In this case, the Party unable to continue performing the Contract must fully perform the obligation part for the work already performed until the Parties agree on the termination of the Contract.
- d. When the Parties have completed all obligations to each other as prescribed by this Contract, the two Parties shall sign contract liquidation minutes. In case Party A sends the liquidation minutes to Party B by post and after 20 days from the date of sending, Party A still does not receive the liquidation minutes sent back by Party B, it shall be considered that Party B has accepted those liquidation minutes.
- e. When Party B no longer meets the conditions regarding business capacity, finance, and other conditions according to Party A's sales policy.
- f. According to other termination conditions prescribed in this Contract.

ARTICLE 14. IMPLEMENTATION PROVISIONS

14.1. The Parties commit to having read carefully and understood the entire content of this Contract, as well as committing to correctly and fully perform their rights, obligations, and commitments.

14.2. No Party shall arbitrarily amend, change, or supplement any term of this Contract unless agreed upon by both Parties and established in a contract annex or other document.

14.3. Documents, decisions, and notifications regarding selling prices, promotions, trade discounts, sales support, etc., and other regulations officially signed by Party A and sent to Party B during the validity of the Contract are considered inseparable parts of this Contract. In necessary cases, the two Parties shall sign a contract annex.

14.4. This Contract is made in 06 (six) original copies in Vietnamese with equal legal validity, each consisting of 12 (twelve) pages and 14 (fourteen) articles; Party A shall retain 04 (four) copies and Party B shall retain 02 (two) copies for execution.

**REPRESENTATIVE OF PARTY A
DIRECTOR**

**REPRESENTATIVE OF PARTY B
GENERAL DIRECTOR**

Nguyen Hai Minh

Truong Phu Cuong



11
ANNEX NO. 01

1. Product types and quality standards

No.	Product Type	Standard
1	PCB30 bagged cement in PP packaging produced at Hai Van	TCVN 6260 : 2009
2	PCB30 bagged cement in KPK packaging produced at Hai Van	TCVN 6260 : 2009
3	PCB40 bagged cement in PP packaging produced at Hai Van	TCVN 6260 : 2009
4	PCB40 bagged cement in KPK packaging produced at Hai Van	TCVN 6260 : 2009
5	PCB40 industrial bulk cement produced at Hai Van	TCVN 6260 : 2009

2. Volume and contract value

Current selling prices as of the time of signing the Contract:

No.	Type	Expected sales volume $\pm 10\%$ (tons)	Selling price (VND)			Total amount (VND)
			Selling price before VAT	VAT 8%	Payment price	
1	PCB30 PP bag	800				
2	PCB30 KPK bag	700				
3	PCB40 KPK bag	59,500				
4	PCB40 PP bag	4,000				
5	Bulk PCB40 (Branch)	19,000				
Total		84,000				110,928,635,100

3. Distribution territory for PCB30 bagged/PCB40 bagged cement processed at Hai Van

Party B shall lead the market in the following territories: Hue; (former) Da Nang; (former) Quang Nam (excluding the territories of Nui Thanh, Tien Phuoc, Nam Tra My, Bac Tra My); the territories of Hoai Nhon, Hoai An, An Lao, Phu My, Phu Cat, Tay Son in Binh Dinh; (former) Kon Tum; and the territories of Dak Po, Dak Doa, Mang Yang, An Khe, Kong Chro, K'Bang, Chu Pa in (former) Gia Lai,

Party B shall coordinate with Party A in distribution activities in the following territories: the territories of Nui Thanh, Tien Phuoc, Nam Tra My, Bac Tra My in (former) Quang Nam; (former) Quang Ngai; Southern Binh Dinh; Southern Gia Lai; and certain retail stores in Ea Sup, Buon Ma Thuot in (former) Dak Lak,

The specific territory division is as follows:

Distribution territory	Hoang Thach		Hai Van	
	Lead	Coordinate	Lead	Coordinate
- Hue			x	
- (Former) Da Nang			x	

Distribution territory	Hoang Thach		Hai Van	
	Lead	Coordinate	Lead	Coordinate
- (Former) Quang Nam				
+ Thanh Mountain, Tien Phuoc, South Tra My, North Tra My,	x			x
+ Remaining territories			x	
- Quang Ngai (old)	x			x
- Binh Dinh				
+ Hoai Nhon, Hoai An, An Lao, Phu My, Phu Cat, Tay Son		x	x	
+ Remaining territories	x			
- (Former) Kon Tum			x	
- (Former) Gia Lai				
+ Dak Po, Dak Doa, Mang Yang, An Khe, Kong Chro, K'Bang, Chu Pa		x	x	
+ Remaining territories	x			
- Certain retail stores in Ea Sup, Buon Ma Thuot in (former) Dak Lak	x			x
- (Former) Phu Yen	x			

The aforementioned leading/coordinating territories are stipulated and applied to the types of Hoang Thach PCB30 bagged/PCB40 bagged cement processed at Hai Van,

**REPRESENTATIVE OF PARTY A
DIRECTOR**

**REPRESENTATIVE OF PARTY B
GENERAL DIRECTOR**

Nguyen Hai Minh

Truong Phu Cuong





SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

CONTRACT

No.: /XMHT- KHCL

On the Processing of VICEM Hoang Thach Cement at VICEM Hai Van Cement Joint Stock Company for the Third Quarter of 2026

Pursuant to the Civil Code No. 91/2015/QH13 dated 01 January 2017; the Commercial Law No. 36/2005/QH11 dated 14 June 2005 issued by the National Assembly of the Socialist Republic of Vietnam;

Pursuant to the Trademark Registration Certificate No. 247 issued by the State Committee for Science and Technology (now the Ministry of Science and Technology) to Hoang Thach Cement Factory (now Vicem Hoang Thach Cement Company) on 02 January 1986, with validity extended until 06 July 2025 according to the extension decision No. 58923/QĐ-SHTT dated 25 September 2015;

Pursuant to Decision No. 2539/QĐ-XMHT dated 30 July 2019 of the Member Council of Vicem Hoang Thach Cement Company regarding the approval of the plan to convert the Vicem Hai Van brand to the Vicem Hoang Thach brand;

Pursuant to Decision No. 2312/QĐ-VICEM dated 07 December 2023 on the Regulations for cement toll manufacturing within VICEM and document No. 208/VICEM-TB dated 03 February 2026 regarding the adjustment of Regulations for cement toll manufacturing within VICEM;

Pursuant to the Meeting Minutes on the business plan for the last months of 2026 between Vicem Hoang Thach and Vicem Hai Van;

Pursuant to Resolution No. 1028/NQ-HĐTV dated 31 March 2026 of the Member Council of Vicem Hoang Thach Cement Company regarding the implementation of toll manufacturing of Vicem Hoang Thach cement at Vicem Hai Van Cement Joint Stock Company;

Pursuant to Resolution No. 80/NQ-HĐQT dated 29 June 2026 of the Board of Directors of Vicem Hai Van regarding the approval of the policy to sign a Toll Manufacturing Agreement for Vicem Hoang Thach cement at Vicem Hai Van Cement Joint Stock Company for the third quarter of 2026;

Today, this 2026, we include:

1. PARTY A: VICEM HOANG THACH CEMENT COMPANY

- Representative: Nguyen Hai Minh Position: Deputy General Director
(Decision No. 3291/QĐ – XMHT dated 13 October 2025 on the assignment of tasks in the Board of General Directors)

- Tax ID: 0800004797

- Tel: 0220.3821092 Fax: 0220.3821098

- Address: Bich Nhoi 2 Residential Group, Nhi Chieu Ward, Hai Phong City, Vietnam.

- Account: 111000017975 at Vietnam Joint Stock Commercial Bank for Industry and Trade (Vietinbank), Dong Hai Duong Branch.

2. PARTY B: VICEM HAI VAN CEMENT JOINT STOCK COMPANY

- Representative: Truong Phu Cuong Position: General Director

- Tax ID: 0400101235

- Tel: 0236.384.2648

- Address: 65 Nguyen Van Cu, Hai Van Ward, Da Nang City.

- Account number:

+ 110854699999 at Vietnam Joint Stock Commercial Bank for Industry and Trade (Vietinbank) Da Nang Branch – Hung Vuong Transaction Office

+ 56110000116711 at Bank for Investment and Development of Vietnam (BIDV) – Da Nang Branch.

+ 2013201351016 at Vietnam Bank for Agriculture and Rural Development (Agribank) - Hoa Khanh Nam Industrial Zone Branch, Da Nang.

+ 006502037 at Vietnam International Bank (VIB), Đà Nẵng Branch (abbreviated: VIB_ Da Nang Branch)

+ 1066234567 at Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) – Bac Da Nang Branch.

Both parties agree to sign a cement toll manufacturing agreement with the following terms:

Article 1. Content and scope of work

Party A agrees to assign and Party B agrees to undertake the toll manufacturing of cement products for Party A as follows:

1.1. Post-manufacturing product: Cement produced in accordance with national standard TCVN 6260:2020, Vietnamese technical regulation QCVN 16:2023 bearing Party A's cement brand.

1.2. Estimated volume of approximately **84,000 tons ($\pm 10\%$)**, depending on Party A's actual cement consumption demand (The monthly production plan is to be notified by Party A's Consumption Enterprise to Party B before the 01st of each month).

1.3. Main raw materials for toll manufacturing and responsibility for supply:

- Clinker supplied by Party B.

- Clinker: Used for cement production according to TCVN 7024:2013 and in compliance with Party A's production plan specified for Party B attached to the agreement.

1.4. Other auxiliary raw materials to complete the production of the above product include:

- Gypsum, additives: Supplied by Party B in accordance with TCVN 6882:2016, TCVN 9807:2013, and TCVN 11833:2017.

- Packaging and Trademark.

+ Cement bags supplied by Party B.

+ Bag type: 03-layer KPK and other types as per Party A's requirements.

+ Trademark: Vicem Hoang Thach brand, in accordance with legal regulations.

+ Breakage rate: 0%

1.5. Implementation location: Vicem Hai Van Cement Joint Stock Company, 65 Nguyen Van Cu, Hai Van Ward, Da Nang City.

1.6. Market and distributor system:

- Vicem Hoang Thach manages the distribution routes by territory, by loading point, and by main distributor.

1.7. Brand: In accordance with legal regulations.

1.8. Implementation period: From 01 July 2026 to the end of 30 September 2026.

Article 2. Quality specifications

2.1. Commitments regarding the toll manufacturing process: To ensure that Vicem Hoang Thach cement manufactured at Party B's facility meets the quality requirements according to TCVN 6260:2020, QCVN 16:2023 and is equivalent in quality and color (blue-gray) to the cement produced at Party A's facility, Party B shall strictly implement the production plan and quality management regulations as follows:

2.1.1. Production plan

2.1.1.1 Technical requirements for raw materials and products

a) Clinker: Clinker used for producing Portland composite cement must comply with the standards for commercial CPC50 clinker according to TCVN 7024:2013.

b) Cement additives: Additives used must meet the quality criteria for additives according to TCVN 6882:2016.

c) Gypsum: Gypsum used must meet the quality criteria in accordance with TCVN 9087:2013 and TCVN 11833:2017.

d) Cement bags: According to standard No. 3626/XMHT-KT dated 25 November 2021 of Vicem Hoang Thach attached herewith. Only standard-compliant bags shall be used; it is strictly prohibited to use Hoang Thach toll-manufactured cement bags to pack other types of cement. Bags must be stored in a separate warehouse. Party A has the right to periodically or unexpectedly inspect the specifications and quality of bags supplied by Party B.

e) Cement products: Portland composite cement products PCB40, PCB30 of Hoang Thach toll-manufactured, upon ex-factory, must ensure quality according to TCVN 6260:2020, QCVN 16:2023 and specific regulations recorded in Clause 2 – Article 2 (regulations on product quality after toll manufacturing).

2.1.1.2. Cement production and toll manufacturing technology:

- Raw materials such as clinker, gypsum, and additives must be checked for quality individually before being fed into the grinding mill; only those meeting quality standards shall be introduced into production. Raw materials including clinker, gypsum, and additives are fed into the weighing system to control proportions before being fed into the mill.

- The product after grinding is transported to storage silos. During the production process, cement samples are taken hourly to check fineness, SO₃ content, chemical composition, and stored as composite samples.

- Based on the results of hourly cement sample checks, adjustments are made to fineness, residue on sieve, and SO₃ content; daily composite samples are used to adjust the grinding mix ratio to ensure cement quality requirements.

- Cement powder is stored and preserved in Party B's separate silos. It is strictly prohibited to mix or leak other types of cement into the silos containing Hoang Thach toll-manufactured cement.

- Bagged cement is packed and dispatched through Party B's packing machines and/or sling packing machines.

- Bulk cement dispatched must be transported by specialized transport vehicles or packed in jumbo bags.

2.2. Quality management regulations: During the toll manufacturing of Hoang Thach cement, Party B shall strictly implement the following quality inspection regulations:

2.2.1. Regulations on production inspection:

No.	Inspection stage	Inspection subject	Inspection criteria	Sampling location	Inspection frequency	Note
1	Input raw materials	Clinker	According to the production inspection process of Vicem Hai Van Cement Joint Stock Company, ensuring CPC50 quality according to TCVN 7024:2013			
		Additives	According to the production inspection process of Vicem Hai Van Cement Joint Stock Company, additives must ensure quality according to TCVN 6882:2016			

No.	Inspection stage	Inspection subject	Inspection criteria	Sampling location	Inspection frequency	Note
		Gypsum	According to the production inspection process of Vicem Hai Van Cement Joint Stock Company, in compliance with TCVN 9087:2013 and TCVN 11833:2017			
2	Cement grinding	Ground cement	Fineness (residue on sieve R009, R0045, Blaine)	After grinding mill	1-2 hours / time	TCVN 13605:2023
			SO3 content	After grinding mill	1-2 hours / time	TCVN 141:2023
			Total physical-mechanical	Daily composite sample	1 day / time	TCVN 6260:2020
3	Cement dispatch	Bulk cement	Total physical-mechanical, chemical	Batch composite sample	1 sample / batch	TCVN 6260:2020 TCVN141:2023
		Bagged cement	Total physical-mechanical, chemical	Batch composite sample	1 sample / batch	TCVN 6260:2020 TCVN 141:2023
			Cement bag weight	After packing machine	2 times / shift	Scale

2.2.2. Quality management:

- Implement according to the agreed production plan and quality inspection regulations, with special attention to the following criteria:

- + Cement fineness (residue on sieve, Blaine specific surface area).
- + Uniformity in color and quality of cement.
- + Additive mixing ratio and compressive strength limits of sample ages.
- + Cement bag weight: 50 ± 0.5 kg

- Sampling to check the above criteria is performed according to Party B's regulations (in accordance with TCVN 4787:2009).

- Cement batches dispatched must be inspected for quality criteria according to TCVN 6260:2020; QCVN 16:2023.

- For bagged cement: Each dispatched cement batch is defined as 2,000 tons; the batch sequence number printed on the bag uses 3 numeric characters, which are consecutive natural numbers starting from 001. The cement bag must record the month and year of production, distributor code, and market area code according to Party A's requirements.

- For bulk cement: Each dispatched cement batch is defined as (500 ± 25) tons or 3 days of dispatch, whichever comes first.

- Check packaging, transport, and storage of bagged cement in accordance with TCVN 6260:2020. The inspection of labeling and bag quantity is performed according to current State regulations and agreed upon with the Vicem Hoang Thach cement bag sample.

- Records for quality management of input raw materials, toll-manufactured products, cement mill operation logs, and related documents in the toll manufacturing of Hoang Thach cement must be clearly recorded and fully stored by Party B.

- Party B shall send reports on the results of toll-manufactured cement batches dispatched to Party A's Laboratory every 10 days.

- Periodically every month, Party B shall send a summary report on the quality of input raw materials (clinker, gypsum, additives); cement batches dispatched during the month; and a sample of one dispatched cement batch to Party A's Laboratory for cross-checking. In case it is necessary to strengthen cross-check inspections, Party A will issue a notification.

- In case of inquiries or complaints from consumers, Party B shall coordinate with distributors and Party A's representatives to respond to consumer inquiries and complaints. In case of disputes regarding cement quality, an independent inspection agency shall be requested to inspect and conclude.

2.3. Product quality after toll manufacturing

- Portland composite cement products PCB30, PCB40 of Hoang Thach after toll manufacturing must ensure compliance with national standards. Key criteria include:

No.	Criteria	Value		
		PCB30	PCB40	Industrial discrete PCB40
1	Compressive strength, N/mm ² not less than: - After 3 days $\pm$ 45 minutes - After 28 days $\pm$ 8 hours	16	21	32
		32	43	54
2	Setting time: - Start, minutes, not less than - End, minutes, not greater than	45	45	45
		420	420	420
3	Fineness: - Residue on sieve 0.09 mm, %, not greater than - Blaine specific surface area, cm ² /g, not less than	5	5	5
		3.600	3.600	3.600
4	Volume stability (Le Chatelier expansion), mm, not greater than	5	5	5
5	SO ₃ content, %, not greater than	3,5	3,5	3,5

- Net weight: 50 kg/bag $\pm$ 0.5 kg (for bagged cement).

- During the receiving process, Party A or Party A's buyer has the right to inspect the quality and weight of finished cement bags (for bagged cement) at the implementation location. If they do not meet the contents agreed upon by both parties in the agreement, Party A or Party A's buyer has the right to refuse receipt and request re-sampling and verification; all costs incurred for inspection and determination shall be borne by the violating party.

- All batches after toll grinding must have a laboratory analysis result sheet from Party B's Laboratory - KCS at the implementation location mentioned in Clause 5 - Article 1, in accordance with TCVN 6260:2020 (following the template agreed upon by both parties). Party B shall send the original and a fax of the test result sheet to Party A.

Article 3. Unit price, agreement value

3.1. The toll manufacturing unit price includes costs for clinker, additives, gypsum, other materials, cement grinding costs, general production costs, enterprise management costs, financial costs, packaging costs (excluding recycling costs), bagging (for bagged cement) and cement dispatch (bagged and bulk), lead sealing costs for bulk cement dispatch, delivered onto Party A's vehicles at Party B's loading spout. VAT is applied according to

the regulations of competent state agencies.

The toll manufacturing unit price for each product type is as follows:

No.	Cement type	Quantity (tons)	Unit price excluding tax (VND)	Total amount (VND)
1	PCB30 bagged cement (KPK)	700		
2	PCB30 bagged cement (PP, PK)	800		
3	PCB40 bagged cement (KPK)	59,500		
4	PCB40 bagged cement (PP, PK)	4,000		
5	Industrial bulk cement PCB40	19,000		
	Total value excluding tax	84,000		
	VAT 8%			
	Total contract value including tax			110,011,024,800

3.2. The provisional agreement value, including VAT, is 110,011,024,800 VND. (One hundred and ten billion, one hundred and eleven million, twenty-four thousand, eight hundred VND only).

In case of changes in VAT, the VAT shall be applied according to the regulations of competent state agencies.

3.3. In case the toll manufacturing unit price needs to be adjusted to suit actual conditions and ensure production and business profits, both parties shall discuss, negotiate, and sign an agreement appendix.

Article 4. Payment terms

4.1. Payment method: Bank transfer or debt offsetting.

4.2. Payment mode: Party A shall pay Party B based on actual monthly output.

- Monthly settlement documents include:

+ VAT invoices issued per vehicle, per receipt date.

+ Quality test result sheets for each cement batch after 03 days and 28 days (3 originals).

+ Cement import-export-inventory settlement table, debt (if any) signed by authorized representatives of both parties (attached with the summary sheet of cement quantity that Party B has toll-manufactured and actually dispatched to Party A's customers, signed by Party B's representative and the representative of Party A's Consumption Enterprise).

+ Other attached documents (if any)

4.3. Other cases shall be agreed upon by both parties via an agreement appendix.

Article 5. Location, time, and method of delivery

5.1. Delivery location: Party B's loading spout.

5.2. Time: 24/24 including holidays and Sundays.

5.3. Delivery method:

- For bulk cement: Party B delivers cement to Party A on Party A's specialized bulk cement transport vehicles at Party B's loading spout. The quantity of cement delivered to Party A is determined via Party B's electronic scales, by the total weight (vehicle and goods) minus the vehicle's tare weight before loading. After delivery, Party B will perform lead sealing at necessary points according to Party B's regulations.

- For bagged cement: Party B delivers to Party A by counting the number of intact bags, with each bag weighing 50 ± 0.5 kg.

* In case Party A does not directly receive the goods, it must have a power of attorney for another unit to receive them; the person receiving the goods must present valid documents for delivery (power of attorney, ID card...) to Party B to complete procedures.

Article 6. Responsibilities of each party

6.1. Responsibilities of Party B

- Party B shall perform procedures to ensure legal compliance according to current state regulations with competent state agencies to implement the cement grinding and bagging toll manufacturing agreement at Party B's facility, within the implementation location mentioned in Clause 5 - Article 1, in accordance with this agreement.

- Perform cement grinding and bagging toll manufacturing for Party A according to the quantity, time, and progress agreed upon by both parties in Clause 2 - Article 1 of this agreement. In case, for objective reasons, Party B cannot dispatch the full registered monthly quantity, Party B shall be responsible for making up for the shortfall in the immediately following month.

- Implement the grinding and bagging toll manufacturing agreement at Party B's facility, within the implementation location mentioned in Clause 5 - Article 1, for Party A in accordance with this agreement and the provisions in the Production Plan and Quality Management for Hoang Thach Portland composite cement toll-manufactured at Vicem Hai Van Cement Joint Stock Company specified in Article 2 of this agreement.

- Keep confidential all information regarding the toll manufacturing process and the resulting products; do not disclose it to any Third Party in any form. Be responsible for product quality.

- Be responsible for the legal status of its measurement equipment and laboratory testing equipment.

- Shall not produce or sell cement bearing Party A's brand without Party A's consent or authorization. If Party B arbitrarily consumes cement bearing Party A's brand on the market, Party B must compensate 100% of the damage caused to Party A and be fined 8% of the violated agreement value. Party A will terminate this agreement.

- Prepare minutes and sign confirmations with Party A's representative regarding: The quantity of toll-manufactured cement dispatched during the month.

6.2. Responsibilities of Party A

- Party A shall be responsible for the legality of industrial property rights regarding the goods handed over to Party B for toll manufacturing.

- Receive goods according to the time and progress agreed upon by both parties in Section 2 - Article 1 of this agreement.

- During the receiving process, Party A has the right to inspect the quality and weight of finished cement bags at the implementation location. If they do not meet the contents agreed upon by both parties in the agreement, Party A or Party A's buyer has the right to refuse receipt and request re-sampling and verification; all costs incurred for inspection and determination shall be borne by the violating party.

- Coordinate with Party B to accept and confirm the quantity and quality of toll-manufactured cement produced by Party B; regularly inspect and manage the quality of produced products in accordance with the technical standards mentioned in Article 1 and Article 2 of the agreement.

Article 7. Other agreements

7.1. In case of disputes regarding product quality, both parties agree to request a competent independent state inspection agency to perform the inspection. The inspection agency is requested by Party A if there are doubts about product quality.

7.2. Inspection costs shall be borne by the party at fault.

7.3. In case Party A has a need for additional types of cement, both parties will proceed to agree on the type, output, production plan, and toll manufacturing unit price to sign a supplementary appendix to this agreement.

Article 8. Agreement validity and dispute resolution

8.1. Both parties commit to strictly implement the terms recorded in this agreement; neither party shall unilaterally amend the terms recorded in the agreement. In case changes are needed, both parties will prepare a supplementary minute.

8.2. In case of emerging problems that cannot be solved independently, both parties shall meet, prepare a working minute, conclude on those problematic issues, and jointly submit a written request to the competent authority for resolution.

8.3. In case of disputes, the agreement shall be resolved primarily through negotiation and conciliation; if the parties cannot reach an agreement, the case will be brought to a competent People's Court for resolution in accordance with the law.

8.4. The agreement is valid from the date of signing until both parties have completed their agreement obligations.

8.5. The agreement is made in 08 copies with equal legal validity; Party A keeps 05 copies, Party B keeps 03 copies.

**REPRESENTATIVE OF PARTY A
DEPUTY GENERAL DIRECTOR**

**REPRESENTATIVE OF PARTY B
GENERAL DIRECTOR**

Nguyen Hai Minh

Truong Phu Cuong

