



**DAT PHUONG GROUP**

Number: 30 /QD-DP-HĐQT

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

*Hanoi, April 1, 2026*

## **DECISION**

**Re: Approval of the time and contents  
for organizing the 2026 Annual General Meeting of Shareholders**

### **THE BOARD OF DIRECTORS OF DAT PHUONG GROUP JOINT STOCK COMPANY**

Pursuant to the Law on Enterprises 2020, as amended and supplemented in 2025;  
Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26, 2019 and  
guiding documents for implementation of the Law on Securities;  
Pursuant to the Charter of Dat Phuong Group Joint Stock Company;  
Pursuant to the Minutes of the Board of Directors' Meeting of Dat Phuong Group  
Joint Stock Company No.: .../BB-ĐP-HĐQT dated April 1, 2026,



### **DECIDES:**

**Article 1.** To approve the time for organizing the 2026 Annual General Meeting of Shareholders ("GMS") of Dat Phuong Group Joint Stock Company, specifically as follows:

- Meeting time: April 25, 2026
- Shareholders attending the meeting shall be those on the list finalized by the Vietnam Securities Depository and Clearing Corporation as of March 20, 2026.
- Meeting venue: National Convention Center, Pham Hung Street, Tu Liem Ward, Hanoi City.

**Article 2.** To approve the agenda of the 2026 Annual General Meeting of Shareholders and the report of the Board of Directors ("BOD") on corporate governance and the performance results of the Board of Directors and each member of the Board of Directors in 2025 for submission to the GMS for approval.

**Article 3.** To approve the contents submitted to the GMS for approval in the "Proposal for Voting at the 2026 Annual General Meeting of Shareholders". (*Detailed proposals attached*)

**Article 4.** To assign the Chairman of the Board of Directors to direct relevant departments and units to organize the General Meeting of Shareholders in accordance with the provisions of the Company's Charter and relevant laws.

**Article 5.** Members of the Board of Directors, the Board of Management, and relevant individuals and departments shall be responsible for implementing this Decision.

This Decision shall take effect from the date of signing./.

***Recipients:***

- As stated in Article 5;
- Audit Committee;
- Filed: Archives.

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

*(Signed and sealed)*

**Luong Minh Tuan**





**TRANSLATION**

**AGENDA AND MEETING PROGRAM  
2026 ANNUAL GENERAL MEETING OF SHAREHOLDERS  
DAT PHUONG GROUP JOINT STOCK COMPANY**

Time: 8:00 AM, April 25, 2026

Venue: National Convention Center, Pham Hung Street, Tu Liem Ward, Hanoi City.

<b>Time</b>	<b>Content</b>	<b>Responsible Unit</b>
08:00 - 08:30	Reception and shareholder registration	Organizing Committee
08:30 - 08:45	Music performance	Organizing Committee and MC
08:45 - 09:05	- Opening of the Meeting	MC
	- Report on verification of shareholders' eligibility	Eligibility Verification Committee
	- Introduction of the Presidium	MC
	- Appointment of the Meeting Secretary by the Chairperson	Presidium
	- Introduction and approval of the Vote Counting Committee	Presidium
	- Introduction and approval of the Meeting Regulations	Presidium
	- Introduction and approval of the Board of Directors Election Regulations	Presidium
09:05 - 09:35	- Report of the Board of Directors on 2025 business performance and 2026 business plan - Report of the Board of Directors on corporate governance and performance of the Board and each member.	Presidium
09:35 - 09:45	Report of the Independent Board Member	Independent Board Member
09:45 - 09:55	Submission by the Board of Directors	Presidium
09:55 - 10:30	Discussion	Presidium and MC
10:30 - 10:40	Voting on the submitted matters	Presidium and Vote Counting Committee
10:40 - 11:00	Tea break; Vote Counting Committee conducts counting and prepares report	Vote Counting Committee
11:00 - 11:10	Announcement of voting results for the submitted matters	Vote Counting Committee
11:10 - 11:20	- Approval of the list of nominees and candidates for the Board of Directors - Conduct of election.	Presidium, MC and Vote Counting Committee
11:20 - 11:30	Discussion	Presidium and MC
11:30 - 11:40	Announcement of election results for the Board of Directors for the 2026-2031 term	Vote Counting Committee
11:40 - 12:00	Approval of the Meeting Minutes by the Secretary	Secretariat
12:00	Closing of the Meeting by the Chairperson	Presidium



**REPORT OF THE BOARD OF DIRECTORS  
ON CORPORATE GOVERNANCE AND OPERATIONAL RESULTS OF  
THE BOARD OF DIRECTORS AND ITS MEMBERS IN 2025;  
OPERATION PLAN OF THE BOARD OF DIRECTORS FOR 2026**

**Dear Shareholders,**

Today, we gather here to attend the 2026 Annual General Meeting of Shareholders.

On behalf of the Board of Directors (the "BOD"), I would like to express our sincere thanks to our valued shareholders for taking the time to attend the Meeting. We wish you good health, happiness and continued success.

Hereinafter, I would like to respectfully present to the shareholders the report on corporate governance and operational results of the BOD in 2025, and at the same time present the operation plan of the BOD for 2026:

**I. REPORT ON THE OPERATION OF THE BOARD OF DIRECTORS IN 2025:**

**1. CORPORATE GOVERNANCE REPORT:**

In 2025, the BOD held 19 meetings and issued 28 important resolutions/decisions relating to the strategic direction and business operations of the Group, including:

- Issuing a Resolution approving transactions between Dat Phuong Group Joint Stock Company and its related companies in 2025.

- Deciding to award the title of "Outstanding Employee of 2024".

- Deciding to convene the 2025 Annual General Meeting of Shareholders.

- Deciding to dismiss Mr. Pham Kim Chau from the position of Deputy General Director.

- Deciding on the timing and agenda of the 2025 Annual General Meeting of Shareholders.

- Deciding on the pledge of shares owned by the Company in its subsidiaries and providing guarantees for credit obligations of Dat Phuong Hoi An Joint Stock Company.

- Deciding on the implementation of the share issuance plan to increase charter capital from owners' equity.

- Deciding to reduce the shareholding ratio in Dat Phuong Construction Number One Joint Stock Company and Dat Phuong Construction Number Two Joint Stock Company.

- Deciding to appoint Mr. Nguyen Huu Hung as Deputy General Director.

- Deciding to approve the adjustment of the contents of the Investment Policy Decision No. 958/QĐ-UBND first issued on March 24, 2017 for the "Binh Duong Integrated Resort Complex Project".

- Owner's decision approving the financial statements, profit distribution, business plan and selection of the auditing firm for the 2025 financial statements of BEE FOOD COMPANY LIMITED.

- Owner's decision approving the financial statements, profit distribution, business plan and selection of the auditing firm for the 2025 financial statements of FUKUNANA FOOD COMPANY LIMITED.

- Deciding on the selection of the auditing firm for the 2025 financial statements.

- Deciding on the pledge of shares owned by the Company in its subsidiaries/associates and providing guarantees for credit obligations of Dat Phuong Glass Joint Stock Company.

- Deciding to approve the additional capital contribution to Dat Phuong Glass Joint Stock Company.

- Deciding to report on the results of share issuance to increase charter capital and approve the amendment of the Company's Charter.

- Deciding to finalize the list of shareholders for collecting shareholders' written opinions in 2025.

- Decision on cancellation of the consolidated list of securities holders for the purpose of collecting shareholders' written opinions.

- Deciding to convene the 2025 Extraordinary General Meeting of Shareholders.

- Deciding to approve the agenda and contents of the 2025 Extraordinary General Meeting of Shareholders.

- Issuing the Regulation on Management of the Common Portfolio System.

- Deciding on borrowings, guarantees and opening of L/Cs at Joint Stock Commercial Bank for Investment and Development of Vietnam - Thang Long Branch.

- Deciding on borrowings, guarantees and opening of L/Cs at Joint Stock Commercial Bank for Foreign Trade of Vietnam - Thang Long Branch.

- Deciding to approve the policy of financial support to ensure the fulfillment of credit obligations of Dat Phuong Hoi An Joint Stock Company.

- Resolution approving the implementation of a private placement of shares.

- Resolution approving the dossier for private placement of shares.

- Decision approving additional capital contribution and share transfer in subsidiaries; and approval of related party transactions.

The Board of Directors consistently adheres to the business production plan as approved by the 2025 Annual General Meeting of Shareholders, promptly organizing meetings to discuss and issue appropriate and timely resolutions, decisions, regulations, and policies to manage and implement them through the Executive Board.

## **2. REPORT ON THE PERFORMANCE OF EACH MEMBER OF THE BOARD OF DIRECTORS:**

The total number of members of the Board of Directors of Dat Phuong Group is 06, including 01 Chairman, 01 Standing Vice Chairman, 02 independent members of the Board of Directors and 02 other members, meeting the requirement that at least one-third (1/3) of the members of the Board of Directors are independent and non-executive members to ensure objectivity and independence in the operations of the Board of Directors.

In 2025, based on the assignment of duties, each member of the Board of Directors performed their responsibilities with the following results:

No.	Board Member	Assigned duties and report on performance of each member of the Board of Directors in 2025
1	Mr. <b>Luong Minh Tuan</b> - Chairman of the Board of Directors	<ul style="list-style-type: none"> <li>- Formulating the agenda and operation plan of the Board of Directors;</li> <li>- Preparing contents and agenda for meetings of the General Meeting of Shareholders and the Board of Directors; chairing meetings of the General Meeting of Shareholders and the Board of Directors;</li> <li>- Organizing the adoption of resolutions and decisions of the GMS and the BOD;</li> <li>- In charge of matters related to shares, stocks and bonds (within the authority of the BOD);</li> <li>- Supervising the implementation of resolutions and decisions of the GMS and the BOD;</li> <li>- In charge of investment activities and formulation of medium-term development strategies and annual business plans for projects in hydropower, real estate, hotels, restaurants and manufacturing sectors;</li> <li>- In charge of formulating medium- and long-term financial strategies and annual financial plans of the Company;</li> <li>- In charge of brand management and communications;</li> <li>- Participating in the management of capital contributions at Dat Phuong Song Bung Hydropower Joint Stock Company, Dat Phuong Son Tra Hydropower Joint Stock Company, Dat Phuong Hoi An Joint Stock Company, and Dat Phuong Glass Joint Stock Company.</li> </ul>
2	Mr. <b>Pham Kim Chau</b> - Vice Chairman of the Board of	<ul style="list-style-type: none"> <li>- In charge of formulating strategies, medium-term development plans and annual business plans in the construction sector;</li> <li>- Supervising the business operations of member companies;</li> </ul>

No.	Board Member	Assigned duties and report on performance of each member of the Board of Directors in 2025
	Directors, Deputy General Director	<ul style="list-style-type: none"> <li>- Handling complaints of the Company against enterprise managers;</li> <li>- Acting on behalf of the Chairman of the Board of Directors to manage activities of the Board of Directors in the absence of the Chairman;</li> <li>- Participating in the management of capital contributions at Dat Phuong Song Bung Hydropower Joint Stock Company, Dat Phuong Construction Number One Joint Stock Company, and Dat Phuong Construction Number Two Joint Stock Company.</li> </ul>
3	Mr. <b>Tran Anh Tuan</b> - Member of the Board of Directors, General Director	<ul style="list-style-type: none"> <li>- Directly managing business and production activities of Dat Phuong Group Joint Stock Company and Dat Phuong Song Bung Hydropower Joint Stock Company;</li> <li>- In charge of organizational structure development and internal regulations for company management;</li> <li>- In charge of investment in equipment and technology to improve operational efficiency;</li> <li>- Reporting to the State Securities Commission and Stock Exchanges and performing information disclosure in accordance with legal regulations when conducting transactions of the Company's shares;</li> <li>- Participating in the management of capital contributions at Dat Phuong Song Bung Hydropower Joint Stock Company, Dat Phuong Construction Number One Joint Stock Company, and Dat Phuong Construction Number Two Joint Stock Company.</li> </ul>
4	Mr. <b>Dang Hoang Huy</b> - Non-executive Member of the Board of Directors, Member of the Audit Committee under the Board of Directors	<ul style="list-style-type: none"> <li>- Supervising investment and construction of real estate and urban projects;</li> <li>- In charge of human resources, salary and remuneration policies of the Company;</li> <li>- In charge of reviewing and controlling contracts and transactions under the approval authority of the GMS and the BOD;</li> <li>- Performing rights and obligations of the Audit Committee as stipulated in the Company's Charter and the Operating Regulations of the Audit Committee.</li> </ul>

No.	Board Member	Assigned duties and report on performance of each member of the Board of Directors in 2025
5	<b>Mr. Do Xuan Dien</b> - Independent Member of the Board of Directors, Chairman of the Audit Committee under the Board of Directors	<ul style="list-style-type: none"> <li>- In charge of research and development of new and potential business sectors for the Company;</li> <li>- In charge of formulating strategies, plans and investment schemes for industrial real estate and industrial-urban integrated projects;</li> <li>- Supervising investment and construction of industrial real estate and industrial-urban integrated projects;</li> <li>- Supervising the management and operation of the General Director and other managers in daily business operations of the Company;</li> <li>- Formulating the agenda and operation plan of the Audit Committee, assigning tasks to its members and the Internal Audit Department; chairing meetings of the Audit Committee;</li> <li>- Performing rights and obligations of the Audit Committee as stipulated in the Company's Charter and the Operating Regulations of the Audit Committee.</li> </ul>
6	<b>Ms. Le Thi Thu Trang</b> - Independent Member of the Board of Directors	<ul style="list-style-type: none"> <li>- In charge of formulating business plans and operational management plans for hotel, restaurant, tourism and commercial business projects;</li> <li>- Supervising product development, business ideas, investment and construction of hotel, restaurant, tourism and commercial projects, and supervising operational management during the operation phase;</li> <li>- Supervising the management and operation of the General Director and other managers in daily business operations of the Company.</li> </ul>

Overall assessment: The members of the Board of Directors fully attended all meetings with a high sense of responsibility. Each member actively contributed opinions for discussion and reached a high level of consensus. The assignment of duties to each member was carried out based on their respective strengths, leadership capacity and professional expertise, thereby enhancing shareholders' interests and the sustainable development of the Group. In 2025, the members of the Board of Directors successfully fulfilled their assigned duties.

### 3. SUPERVISION RESULTS OVER THE EXECUTIVE BOARD:

In 2025, the Board of Directors performed its supervisory role over the Executive Board in implementing the resolutions and decisions of the General Meeting of Shareholders and the Board of Directors, as well as executing the business plan and investment plans approved by the General Meeting of Shareholders and the Board of Directors. The Executive Board proactively organized and implemented business operations, financial management and investment management in line with the established strategic directions.

The supervision of the Executive Board was conducted in parallel with the results of business operations and the effectiveness of policies aimed at improving employee quality and income. The key supervisory contents included:

- Supervising the formulation of the 2025 business plan and the implementation of the 2025 targets as approved by the General Meeting of Shareholders;
- Supervising the management activities of the Board of Management to improve business efficiency and achieve planned targets;
- Reviewing and enhancing corporate governance, internal control and risk management;
- Supervising the preparation of separate and consolidated financial statements for quarterly periods and the fiscal year 2025 in compliance with procedures, timelines and regulations;
- Supervising dividend payments to shareholders;
- Supervising the implementation of and compliance with resolutions/decisions of the General Meeting of Shareholders and the Board of Directors.

The Board of Directors highly appreciates the Executive Board for its proactiveness and efforts in managing business operations, and for consistently adhering to and strictly complying with the resolutions of the General Meeting of Shareholders and the Board of Directors.

The Executive Board has maintained strong internal cohesion, creating a positive, dynamic, creative and efficient working environment across the Company's system.

Decisions of the Board of Directors have been implemented by the Executive Board in a decisive yet prudent and careful manner. All projects have ensured quality, efficiency and aesthetics.

The Company has maintained and strengthened its reputation with partners and customers, and continues to be a reputable client of banks.

Overall assessment: The Executive Board has successfully fulfilled its duties in 2025.

#### **4. REPORT ON THE ACTIVITIES OF THE AUDIT COMMITTEE UNDER THE BOARD OF DIRECTORS:**

During the past year, the Audit Committee has performed its duties of supervising and supporting the Executive Board in improving the effectiveness of the internal control system, risk management, ensuring the integrity of financial statements and the disclosure of official information related to the Company's financial results.

The Audit Committee has particularly focused on supervising the activities of the Internal Audit Department. At the same time, the Committee has directed the Internal Audit Department to conduct inspections and reviews of financial statements before submission to the Board of Directors to ensure that the financial statements accurately and fully reflect the financial position of the Group, and comply with applicable legal regulations and financial standards.

The Audit Committee will continue to monitor and closely coordinate with the Internal Audit Department and the Executive Board to improve and strengthen control processes and risk management, in order to protect shareholders' interests and ensure the sustainable development of Dat Phuong Group.

**5. REPORT ON TRANSACTIONS BETWEEN THE COMPANY, ITS SUB-COMPANIES, THE BOARD OF DIRECTORS, AND RELATED PARTIES:**

In 2025, in accordance with the business plan approved by the General Meeting of Shareholders, Dat Phuong Group conducted transactions with related parties, including member companies and subsidiaries, through production, investment, construction, and service activities. Details of these transactions are presented in the audited financial statements for 2025.

**6. REMUNERATION OF THE BOARD OF DIRECTORS:**

- According to Resolution No.02/NQ- DP-DHDCĐ dated April 19, 2025, the total remuneration for the Board of Directors and the Audit Committee under the Board of Directors in 2025 shall be a maximum of 2.0% "x" Net profit after corporate income tax on the Consolidated Financial Statements for 2025, equivalent to the amount of: VND 8,902.76 million.

- Actual payment in 2025 : 5,074.46 million VND .

\* Details of salaries and bonuses for each member of the Board of Directors concurrently holding positions in the executive apparatus of the Company and its subsidiaries are as follows:

*Unit: Million VND*

No.	Full name	Concurrent position	Salary + Allowances	Remuneration		Bonus	Total
				Dat Phuong group	Member companies		
1	Luong Minh Tuan	Chairman of the Board of Directors - Chairman of Dat	1,216.26	1,860.00	432.00	6.00	3,514.26

No.	Full name	Concurrent position	Salary + Allowances	Remuneration		Bonus	Total
				Dat Phuong group	Member companies		
		Phuong Hoi An JSC, Dat Phuong Son Tra JSC, Dat Phuong Song Bung JSC, Dat Phuong Glass JSC					
2	Pham Kim Chau	Vice Chairman of the Board of Directors - Deputy General Director, Chairman of Dat Phuong Construction No. 2 JSC, Member of the Board of Directors of Dat Phuong Construction No. 2 JSC, Dat Phuong Song Bung JSC, Dat Phuong Son Tra JSC, Dat Phuong Hoi An JSC.	70.08	1,159.46	216.00	4.50	1,450.04
3	Tran Anh Tuan	Member of the Board of Directors - General Director of Dat Phuong Group, Chairman of Dat Phuong Construction No. 1 JSC, General Director of Dat Phuong Song Bung	1,938.95	300.00	156.00	4.50	2,399.45

No.	Full name	Concurrent position	Salary + Allowances	Remuneration		Bonus	Total
				Dat Phuong group	Member companies		
		Hydropower JSC, Member of the Board of Directors of Dat Phuong Construction No. 2 JSC, Dat Phuong Song Bung JSC, Dat Phuong Son Tra JSC					
4	Dang Hoang Huy	Member of the Board of Directors	But	325.00	But	But	325.00
5	Do Xuan Dien	Member of the Board of Directors	But	780.00	2.00	But	782.00
6	Le Thi Thu Trang	Member of the Board of Directors	But	650.00	But	But	650.00
	<b>Total</b>		<b>3,225.28</b>	<b>5,074.46</b>	<b>806.00</b>	<b>15.00</b>	<b>9,120.75</b>

## II. OPERATION PLAN OF THE BOARD OF DIRECTORS IN 2026:

In 2026, we are facing numerous opportunities and challenges in a constantly changing market that requires agility and a high level of adaptability. With a clear strategic orientation, the Board of Directors sets out the objectives of Dat Phuong Group in 2026 and the following years as follows:

- Implement the Resolution of the General Meeting of Shareholders 2026;
- Organize periodic and ad-hoc meetings to effectively implement the business and production plan for 2026 approved by the General Meeting of Shareholders;
- Promote the role of subcommittees under the Board of Directors in advising the Board on business strategy, personnel, remuneration, and investment activities;
- Develop a high-quality, creative, and cohesive workforce to support sustainable development, while ensuring job security and income for employees;

- Regularly conduct inspection and supervision through internal audit and risk management activities to improve business performance;
- Continue to prioritize digital transformation and the application of new technologies;
- Further enhance corporate governance capacity;
- Continue to consistently pursue the Group's strategy of developing a diversified ecosystem in a stable and sustainable manner, including core sectors with established brand reputation such as construction, energy, real estate, manufacturing, and services - tourism - hospitality;
- Prioritize environmental protection, aiming towards the Group's sustainable development strategy.

The above is the report of the Board of Directors on governance, performance results of the Board of Directors and each member of the Board of Directors in 2025, and the operation plan of the Board of Directors in 2026, respectfully submitted to the General Meeting of Shareholders for consideration and approval.

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

*(Signed and sealed)*

**Luong Minh Tuan**



## **REPORT OF THE BOARD OF DIRECTORS ON BUSINESS OPERATION RESULTS IN 2025 AND BUSINESS OPERATION PLAN FOR 2026**

**Dear Shareholders,**

In 2025, Dat Phuong Group continued to remain steadfast in its sustainable development orientation, while focusing on improving the quality of human resources, strengthening internal capabilities, and selecting cooperation with reputable partners. The overarching objective is to create real value, enhance satisfaction, and build trust among customers, partners, shareholders, and all employees.

As determined in previous years, the Group's development strategy continues to focus on five core sectors, including: **construction, energy, real estate, hospitality and resort services, and the production of ultra-clear patterned glass for solar panels.** On that basis, the Group continues to improve the Dat Phuong ecosystem in a synchronized and integrated manner, leveraging overall brand strength while creating flexible development space for each business segment and member company to maximize their respective strengths.

### **I. REPORT ON BUSINESS PERFORMANCE RESULTS IN 2025:**

The specific figures of business performance results achieved in 2025 are as follows:

#### **1. Business performance of the parent company - Dat Phuong Group:**

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	3,751.9	3,845.9	102.51%
2	Profit before tax	VND billion	215.1	296.6	137.88%
3	Profit after tax	VND billion	191.5	267.1	139.50%
4	Dividend	%	5-10%	Not yet distributed	

#### **2. Business performance of the construction segment:**

In 2025, infrastructure investment continued to be strongly promoted by the Government, with many large-scale transportation projects being commenced, accelerated, or completed, contributing to increasing the total length of the national expressway network to over 3,800 km, including 3,345 km of main routes and 458 km of connecting roads, exceeding the target of 3,000 km as planned. In addition, a series of transportation, energy, and urban infrastructure projects with significant total

investment continued to be implemented, creating an important driving force for the development of the construction sector and opening up numerous opportunities for enterprises in the construction field.

Seizing these opportunities, together with proactive and flexible management and operation, as well as the efforts of member units, the Group's construction segment has continued to affirm its construction capacity and experience in implementing large-scale infrastructure projects, while laying an important foundation for growth in the coming years.

**a) Business performance of Dat Phuong Construction Number One JSC:**

In 2025, Dat Phuong Construction Number One Joint Stock Company achieved the following business results:

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	1,426.0	1,273.9	89.3%
2	Profit before tax	VND billion	11.11	15.07	135.7%
3	Profit after tax	VND billion	8.89	12.01	135.2%

**b) Business performance of Dat Phuong Construction Number Two JSC:**

In 2025, Dat Phuong Construction Joint Stock Company No. 2 achieved the following business results:

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	1,412.55	1,424.58	100.85%
2	Profit before tax	VND billion	17.50	28.71	164.01%
3	Profit after tax	VND billion	14.00	22.94	163.82%

**3. Business performance of the energy segment:**

In 2025, the energy segment effectively leveraged favorable hydrological conditions, while promoting strong governance and operational capacity as well as the sense of responsibility of employees; therefore, the business and production results achieved during the year exceeded the planned targets. The specific results of each company are as follows:

**a) Business performance of Dat Phuong Song Bung Hydropower JSC:**

Total output reached: 132.384 million kWh, an increase of 38.6% compared to the plan.

The business and production results in 2025 are as follows:

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	116.4	146.7	126.05%
2	Profit before tax	VND billion	78.1	111.2	142.35%
3	Profit after tax	VND billion	74.0	105.0	141.91%
4	Dividend	%	20%	20%	100.00%

**b) Business performance of Dat Phuong Son Tra Hydropower JSC:**

Total output in 2025 reached: 413.4 million kWh, an increase of 35.4% compared to the plan.

The business and production results in 2025 are as follows:

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	360.1	436.9	121.32%
2	Profit before tax	VND billion	160.6	246.1	153.24%
3	Profit after tax	VND billion	154.1	236.1	153.23%
4	Dividend	%	20%-25%	25%	100.00%

\* In addition, during the year, the Company expanded into the mining sector, processing and trading of products related to sand minerals and quartz powder. In 2025, Dat Phuong Son Tra Hydropower Joint Stock Company contributed capital to establish Dat Phuong Silica One Member Limited Liability Company with an amount of VND 60 billion, representing 100% of its charter capital.

**c) BEE Food Co., Ltd.**

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	6.41	6.33	98.85%
2	Profit after tax	VND billion	2.99	2.95	98.92%

**d) FUKUNANA Co., Ltd.**

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	3.26	3.28	100.68%
2	Profit after tax	VND billion	1.83	1.76	96.30%

#### **4. Business performance of the real estate investment segment:**

##### ***Business performance of Dat Phuong Hoi An Joint Stock Company:***

Identifying the Company's key focus in 2025 as concentrating on the implementation of major projects, including: completing land valuation, constructing and finishing 72 villas and launching sales of Con Tien Urban Area, completing procedures for re-determination of land prices for Dong Na Urban Area; accelerating the investment and construction progress of the Casamia hotel project. For the remaining projects, the focus was placed on completing relevant legal procedures. The specific results achieved are as follows:

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	618.86	184.76	29.85%
2	Profit before tax	VND billion	59.96	2.79	4.65%
3	Profit after tax	VND billion	52.57	2.20	4.19%

#### **5. Glass manufacturing segment:**

In 2025, with the efforts of the management and functional departments, the project completed legal procedures three months ahead of schedule and was honored as one of the city's typical projects, with the groundbreaking ceremony held on March 25, 2025 on the occasion of the 50th anniversary of the liberation of Thua Thien Hue Province.

Regarding construction progress: Up to now, the project has simultaneously implemented various construction items of the plant, including steel-structure workshops; the furnace (the heart of the plant), the chimney (80 meters high), the water tower, etc. The target is to complete all construction works by the end of May 2026, ignite the furnace in August 2026, and complete equipment installation in September 2026.

#### **6. Consolidated business performance in 2025:**

No.	Indicator	Unit	2025 Plan	2025 Actual	Achievement (%)
1	Net revenue	VND billion	4,755.5	4,484.0	94.29%
2	Profit before tax	VND billion	416.9	486.1	116.58%
3	Profit after tax	VND billion	376.9	445.1	118.09%
4	Profit after tax attributable to parent company	VND billion	284.4	327.1	115.01%

**7. Total investment in subsidiaries and associates as at December 31, 2025**  
is as follows:

No.	Long-term investments	Amount (VND billion)	Ownership (%)
<b>I</b>	<b>Investments in subsidiaries</b>		
1	Dat Phuong Song Bung Hydropower Joint Stock Company	116,508	61.32%
2	Dat Phuong Son Tra Hydropower Joint Stock Company	383.85	68.3%
3	Dat Phuong Hoi An Joint Stock Company	152.0	88.89%
4	BEE Food Company Limited	31.97	100%
5	FUKUNANA Co., Ltd.	15.27	100%
6	Dat Phuong Glass Joint Stock Company	321.2	73.0%
<b>II</b>	<b>Investments in associates</b>		
1	Dat Phuong Construction Number One Joint Stock Company	14.7	49.0%
2	Dat Phuong Construction Number Two Joint Stock Company	14.7	49.0%
<b>III</b>	<b>Other equity investments</b>		
1	Dong Nai Bridge Investment and Construction Joint Stock Company	0.759	
	<b>Total</b>	<b>1,050.96</b>	

**8. Results of the private placement of shares:**

Pursuant to the private placement plan approved under the Resolution of the General Meeting of Shareholders of the Company (“GMS”) No. 05/NQ-ĐP-ĐHĐCĐ dated October 28, 2025, the purpose of the private placement is to increase equity capital, enhance financial capacity to invest in project implementation, supplement working capital, and procure machinery and equipment for the Company’s construction activities. The implementation results are as follows:

Content	Plan approved by the GMS	Implementation results
Number of shares offered	17,788,064 shares	17,788,064 shares

Offering price	<p>The offering price shall not be lower than 1.5 times the book value per share of the Company based on the most recently disclosed consolidated quarterly financial statements prior to the time the Board of Directors approves the resolution to implement the Offering Plan, in which the book value is determined as follows:  <math>\text{Book value} = (\text{Equity} - \text{Non-controlling interests}) / \text{Total number of outstanding shares}.</math></p> <p>Book value calculated in accordance with the above: <b>VND 20,922/share</b></p>	<p>VND 36,000/share</p> <p>The issuance price is equivalent to 1.72 times the book value</p>
Total proceeds		VND 640,370,304,000

The Company has reported to the State Securities Commission and completed procedures for amendments to enterprise registration, securities depository, and additional listing in accordance with the provisions of law.

#### **9. Awards:**

With the achievements attained stable growth, sustainable development, superior product quality, a positive working environment, and compliance with legal regulations throughout more than 20 years of development, in 2025, Dat Phuong continued to receive numerous awards:

- Top 50 Best-performing Enterprises in Vietnam and Top 500 Largest Enterprises in Vietnam in 2025, honored by Vietnam Report on January 8, 2026, marking the 11<sup>th</sup> consecutive year Dat Phuong has been announced its name on this list.

- Sustainable development brand 2025 Award presented by the Vietnam Economic Association and Vietnam Economic Times.

On October 2, 2025, in Hanoi, the 22nd Vietnam Excellent Brands announced the Vietnam Strong Brands 2025 across eight award categories. Among them, Dat Phuong received the Sustainable Development Brand 2025 Award, further affirming its position as an enterprise pursuing a balanced development model between growth objectives and environmental and social linkages, promoting green investment and sustainable development aligned with ESG standards and community responsibility.

- Casamia Balanca Hoi An Urban Area was honored as the “Most Livable Project of 2025” by Business Forum Magazine and VCCI.

This is the third consecutive project of Dat Phuong Group to be recognized with this prestigious award. The recognition from the judging panel, experts, and the customer community serves as compelling evidence of the journey that Dat Phuong has

consistently pursued: creating a happy living environment, delivering high-quality living experiences, and contributing sustainable values to the community.

## II. BUSINESS PLAN FOR 2026:

Based on market forecasts, the Board of Directors has developed the 2026 business plan to be submitted to the General Meeting of Shareholders, with the following key targets:

### 1. Business plan of the parent company for 2026:

No.	Item	Unit	2026 Plan
1	Net revenue	VND billion	6,351.3
2	Profit before tax	VND billion	320.8
3	Profit after tax	VND billion	276.6
4	Expected dividend	%	5-10%

### 2. Investment and business plan of subsidiaries:

#### 2.1. Business plan for the construction segment:

Based on the progress of ongoing projects and the ability to access new projects, the 2026 production and business plan is developed as follows:

##### a. Dat Phuong Construction Number One Joint Stock Company

No.	Indicator	Unit	2026 Plan
1	Net revenue	VND billion	2,315.8
2	Profit before tax	VND billion	26.20
3	Profit after tax	VND billion	20.96

##### b. Dat Phuong Construction Number Two Joint Stock Company:

No.	Indicator	Unit	2026 Plan
1	Net revenue	VND billion	1,756.57
2	Profit before tax	VND billion	20.35
3	Profit after tax	VND billion	16.28

#### 2.2. Business plan for the energy segment:

Based on the current reservoir water levels, hydrological survey data, power generation and water storage plans, maintenance and repair schedules of the plants, and the avoided cost tariff, the 2026 production and business plan is as follows:

##### a. Dat Phuong Song Bung Hydropower Joint Stock Company:

No.	Indicator	Unit	2026 Plan
1	Net revenue	VND billion	125.2
2	Profit before tax	VND billion	87.7
3	Profit after tax	VND billion	83.0

**b. Dat Phuong Son Tra Hydropower Joint Stock Company:**

No.	Indicator	Unit	2026 Plan
1	Net revenue	VND billion	400.2
2	Profit before tax	VND billion	202.8
3	Profit after tax	VND billion	193.8

**c. BEE Food Co., Ltd.**

No.	Indicator	Unit	2026 Plan
1	Net revenue	VND billion	6.37
2	Profit before tax	VND billion	3.31
3	Profit after tax	VND billion	2.96

**d. FUKUNANA Co., Ltd.**

No.	Indicator	Unit	2026 Plan
1	Net revenue	VND billion	3.18
2	Profit before tax	VND billion	1.83
3	Profit after tax	VND billion	1.74

**2.3. Business plan for the real estate investment segment:**

In the context of significant changes in the real estate market under the impact of Government and banking policies related to lending interest rates for real estate purchases, as well as the legal status of projects, Dat Phuong Hoi An Joint Stock Company has developed a plan aligned with actual conditions.

a. In the context of significant changes in the real estate market under the impact of Government and banking policies related to lending interest rates for real estate purchases, as well as the legal status of projects, Dat Phuong Hoi An Joint Stock Company has developed a plan aligned with actual conditions:

No.	Indicator	Unit	2026 Plan
1	Revenue before VAT	VND billion	1,361.67
2	Profit before tax	VND billion	133.33
3	Net profit after tax	VND billion	110,77

**b. Investment activities:**

- For Casamia Hoi An Hotel: Complete construction investment and hand over to Hilton for management and operation in August 2026;
- For Dong Na Hotel: Complete legal procedures to ensure project commencement in Q3 2026;
- For Con Tien Social Housing Project: Complete legal procedures to ensure project commencement in Q3 2026 and completion in 2028;
- For Con Tien Urban Area Project: Continue completing legal procedures for issuance of land use right certificates for project plots; accelerate sales activities and complete construction items in line with the sales schedule;
- Nam Phu Hai Urban Area Project: Focus on completing legal procedures during the investment preparation phase and finalize site clearance;
- Dien Loc Industrial Park Project: Complete land valuation procedures and obtain the Construction Permit to commence construction in Q2 2026 and implement part of the infrastructure works;
- Binh Duong Integrated Resort Project: Complete legal procedures related to adjustment of the investment policy and the 1/500 detailed planning; continue land clearance for the remaining project area.

**2.4 Implementation plan for the ultra-clear patterned glass manufacturing plant project:**

The year 2026 marks an important milestone for Dat Phuong Glass Joint Stock Company, as the Dat Phuong Ultra-Clear Patterned Glass Manufacturing Plant Project officially transitions from the construction investment phase to the production and operation phase. The Board of Directors has established the Company's task plan for 2026 as follows:

➤ **Legal procedures**

- Coordinate with relevant authorities to conduct acceptance of project completion for putting into operation, ensuring furnace ignition in August 2026 and official operation from August 2026;
- Conduct audit and final settlement of the completed project.

➤ **Construction implementation**

- Complete all construction works by May 2026;
- Complete installation of the raw glass production line by July 2026 and post-glass processing equipment line by September 2026;
- Complete acceptance and commissioning for operation in October 2026.

➤ **Production plan:**

- In 2026, the Company plans to produce 5,173,000 m<sup>2</sup> of glass, including 3,011,000 m<sup>2</sup> of construction glass and 2,162,000 m<sup>2</sup> of solar glass. Detailed plan as follows:

No.	Item	Unit	2026 Plan
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1	Revenue before VAT	VND billion	265.69
2	Profit before tax	VND billion	-38.79
3	Profit after tax	VND billion	-38.79

**3. Consolidated business plan for 2026:**

No.	Item	Unit	2026 Plan
1	Net revenue	VND billion	8,513.6
2	Profit before tax	VND billion	646.3
3	Consolidated profit after tax	VND billion	560.6
4	Profit after tax attributable to the parent company	VND billion	454.7

The above presents the report on the 2025 production and business performance and the 2026 business plan of the Board of Directors of Dat Phuong Group Joint Stock Company, respectfully submitted to the General Meeting of Shareholders for consideration and approval.

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

*(Signed and sealed)*

**Luong Minh Tuan**



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**TRANSLATION**

## **REPORT OF THE INDEPENDENT MEMBER OF THE BOARD OF DIRECTORS IN THE AUDIT COMMITTEE IN 2026**

**Dear Shareholders!**

Pursuant to:

- *The Law on Enterprises No. 59/2020/QH14 dated June 17, 2020, as amended and supplemented in 2025;*
- *The Law on Securities No. 54/2019/QH14 dated November 26, 2019; as amended and supplemented in 2024;*
- *The Charter of Dat Phuong Group Joint Stock Company;*

The independent member of the Board of Directors (“BOD”) of the Audit Committee (“AC”) of Dat Phuong Group Joint Stock Company (the “Company”) hereby reports to the General Meeting of Shareholders (“GMS”) on the operational results and supervisory activities of the AC in 2025 as follows:

### **I. ORGANIZATION AND OPERATION OF THE AUDIT COMMITTEE**

#### **1. Organizational structure and operating mechanism of the AC**

The AC consists of 02 members:

- Mr. Do Xuan Dien – Independent member of the BOD, Chairman of the AC
- Mr. Dang Hoang Huy – Member of the BOD, member of the AC

The structure and composition of the AC in 2025 were maintained stable, fully meeting the requirements on independence, professional qualifications and experience in accordance with applicable laws and the Company’s Charter.

The AC operates in accordance with the Operating Regulations of the AC issued by the BOD, in compliance with the Company’s Charter and applicable laws. The AC performs the function of independent supervision over the corporate governance system, internal control, risk management, financial reporting and the activities of Internal Audit and Independent Audit.

The Internal Audit Department (“IAD”) is a unit under the BOD, under the supervision of the AC, to directly carry out internal audit activities.

#### **2. Meetings of the AC**

In 2025, the AC held 05 meetings with full participation of all 02 members. The attending members discussed and reached unanimous agreement with 100% approval on all matters in the meetings, specifically as follows:

- Approval of the Internal Audit Report for 2024 and the Internal Audit Plan and Program for 2025;
- Recommendation of the independent auditing firm, audit fees and related terms in the contract with the independent auditing firm for submission to the BOD for approval;
- Approval of the audited financial statements for 2024, quarterly and semi-annual financial statements for 2025 of the Company.

### 3. Remuneration and operating expenses of the Audit Committee in 2025:

- According to the GMS Resolution No. 02/NQ-ĐP-ĐHDCD dated April 19, 2025, the total remuneration of the BOD in 2025 is up to a maximum of 2% "x" Profit after Corporate Income Tax according to the Consolidated Financial Statements for 2025, equivalent to the amount of VND 8,902.76 million. The actual remuneration paid to the BOD in 2025: VND 5,074.46 million. Of which, the remuneration of the AC is VND 1,107 million.
- In addition to the above remuneration, members of the AC do not receive any other benefits or additional remuneration.
- The operating expenses of the AC in 2025 were implemented in accordance with the Company's internal regulations, ensuring thriftiness, reasonableness and effective support for supervisory activities.

## II. RESULTS OF EVALUATION AND SUPERVISION OF CERTAIN KEY ACTIVITIES IN 2025

### 1. Results of supervision of financial statements, business performance, and financial position in 2025.

#### 1.1. Financial statements and accounting systems

The AC has held periodic discussions and exchanges with the Company's Independent Auditor (A&C Auditing and Consulting Company Limited) regarding the audit scope, audit results, and contents of the audit report. The financial statements for 2025 were prepared in accordance with the current Vietnamese Accounting Standards and Accounting Regime, and were reviewed and audited by A&C Auditing and Consulting Company Limited. Audit opinion: Unqualified opinion.

Through examination and assessment, the AC has not detected any material misstatements. The AC agrees with the audited financial statement figures of the Company for 2025.

The business performance and financial position of the Company are reflected through the indicators in the financial statements as follows:

#### • Separate financial statements of the parent company

Business performance:

Unit: billion VND

No.	Indicator	2025	2024	Increase/Decrease	
				Value	(%)
1	Net revenue	3,845.94	3,105.24	740.70	23.85%
2	Profit before tax	296.59	213.67	82.92	38.81%
3	Profit after tax	267.08	190.32	76.76	40.33%

Financial position:

No.	Indicator	Ending balance	Beginning balance	Increase/Decrease	
				Value	(%)
I	<b>Total assets</b>	<b>3,617.98</b>	<b>3,112.99</b>	<b>504.98</b>	<b>16.22%</b>
	<i>Of which:</i>				
1	Current assets	2,470.01	2,107.85	362.17	17.18%
2	Long-term assets	1,147.96	1,005.14	142.82	14.21%
II	<b>Total capital</b>	<b>3,617.98</b>	<b>3,112.99</b>	<b>504.98</b>	<b>16.22%</b>
	<i>Of which:</i>				
1	Liabilities	2,153.35	1,851.44	301.91	16.31%
	- Short-term liabilities	2,151.17	1,847.62	303.56	16.43%
	- Long-term liabilities	2.17	3.82	(1.65)	-43.16%
2	Equity capital	1,464.63	1,261.55	203.08	16.10%

- **Consolidated financial statements**

Business performance:

No.	Indicator	2025	2024	Increase/Decrease	
				Value	(%)
1	Net revenue	4,483.98	3,577.54	906.45	25.34%
2	Profit before tax	486.13	343.86	142.27	41.38%
3	Profit after tax	445.14	304.10	141.04	46.38%
4	Profit after tax of the parent company	327.13	223.87	103.26	46.13%

Financial situation:

No.	Indicator	Ending balance	Beginning balance	Increase/Decrease	
				Value	(%)
<b>I</b>	<b>Total assets</b>	<b>8,127.92</b>	<b>6,418.59</b>	<b>1,709.32</b>	<b>26.63%</b>
	<i>Of which:</i>				
1	Current assets	4,687.78	3,527.39	1,160.38	32.90%
2	Long-term assets	3,440.14	2,891.20	548.94	18.99%
<b>II</b>	<b>Total capital</b>	<b>8,127.92</b>	<b>6,418.59</b>	<b>1,709.32</b>	<b>26.63%</b>
	<i>Of which:</i>				
1	Liabilities	5,203.38	3,806.06	1,397.33	36.71%
	- Short-term debt	2,479.44	2,481.45	(2.01)	-0.08%
	- Long-term debt	2,723.94	1,324.61	1,399.33	105.64%
2	Equity capital	2,924.53	2,612.54	312.00	11.94%

### 1.2. Business performance

- The development strategy set by the BOD is aligned with the general market conditions as well as the Company's specific situation. The direction of business operations has been implemented systematically and closely adheres to the set objectives.
- The Board of Management and functional departments have seriously implemented the Resolutions of the GMS and the BOD, and have properly performed their functions and duties in accordance with the law and the Company's Charter.
- The results of implementation of key business targets in 2025 are as follows:

*Unit: billion VND*

No.	Content	Parent company			Consolidated		
		Plan	Perform	Completion rate	Plan	Perform	Completion rate
1	Net revenue	3,751.9	3,845.9	102.51%	4,755.5	4,484.0	94.29%
2	Profit before tax	215.1	296.6	137.89%	416.9	486.1	116.60%
3	Profit after tax	191.5	267.1	139.48%	376.9	445.1	118.09%
4	Profit after tax of the parent company				284.4	327.1	115.01%

In 2025, consolidated revenue and profit after tax were higher than the results achieved in 2024 but lower than the planned targets. The reasons are as follows:

- Construction sector: Most projects completed planned output and revenue in line with the progress of project owners. However, some projects did not meet the plan mainly due to

contract value reductions where the main contractor procured and supplied key materials such as KHBMT Expressway, T1 Overpass – Ninh Binh, Van Ly Bridge – Quang Nam. In addition, several projects were affected by objective construction conditions (impacts of storms and floods, delays by project owners in handing over construction sites, etc.) such as Thuan An Bridge, Package 2 – Cienco 5 Bridge, Ring Road 3 Expressway – Ho Chi Minh City, etc.

- Real estate sector: In 2025, the Con Tien Urban Area project was launched for sale; however, due to general difficulties in the real estate market and in the local market in particular, the Company's real estate sales revenue was relatively affected.

- **Financial situation**

The financial position of Dat Phuong Group Joint Stock Company in 2025 was maintained relatively well. As at December 31, 2025, the consolidated financial figures of the Company are as follows:

- Total assets amounted to VND 8,127.92 billion, an increase of VND 1,709.32 billion (equivalent to an increase of 26.63%) compared to the end of the previous year.
- Equity amounted to VND 2,924.53 billion, an increase of VND 312 billion (equivalent to an increase of 11.94%) compared to the end of the previous year.
- The liabilities-to-equity ratio was 1.78 times, an increase of 0.32 times compared to the end of the previous year.

The increase in total assets was mainly attributable to inventories and construction in progress as the Company implemented investments in projects such as Con Tien Urban Area, Vong Nhi Hotel project, and Dat Phuong ultra-clear patterned glass manufacturing plant. Liabilities increased correspondingly as the Company mobilized additional borrowings to finance project investments. During the year, the Company also carried out a private placement of shares to increase share capital from equity in accordance with the plan approved at the 2025 Annual General Meeting of Shareholders. The liabilities-to-equity structure increased compared to the previous year due to an increase in bank borrowings to support business operations. The Company continues to maintain relatively stable control over loans and debts to finance production and business activities during the year and ensure the safety of equity capital.

## **2. Report on the assessment of transactions with related parties**

In assessing transactions with related parties in accordance with the Law on Enterprises, the AC is of the opinion that the Company's transactions with related parties under Article 167 of the Law on Enterprises have been conducted in compliance with the provisions of the Company's Charter and the Corporate Governance Regulations. These transactions were carried out in the ordinary course of business of the Company, on the basis of fairness and voluntariness, and were fully disclosed in the Financial Statements.

## **3. Assessment of the internal control and risk management**

The Company is currently maintaining a relatively effective internal control framework. Risk management measures are applied appropriately and consistently with the Company's governance perspective. Operational procedures have been issued, guided for implementation, and managed by specialized units. Compliance with these procedures has been carried out relatively well.

## **4. Monitoring Internal Audit Activities**

The AC has directed and supervised the Internal Audit Department to carry out internal audit activities in compliance with legal regulations, internal audit regulations, and the Company's internal audit processes and methodologies.

The internal audit plan for 2025 has been implemented within available resources. In addition to pure audit and assessment work, Internal Audit has also proactively carried out coordination and advisory activities in risk management and internal control.

#### **5. Results of supervision of the Board of Directors and the Board of Management.**

Through supervisory activities of the independent member of the BOD over the operations of the BOD and the Executive Board in 2025, the independent member of the BOD notes the following results:

- The Company's operations are consistent with the contents stated in the Enterprise Registration Certificate, the Company's Charter, and in compliance with legal regulations, as well as the State's management regime on accounting, finance, and taxation;
- The contents of the Resolution of the 2025 Annual General Meeting of Shareholders have been fully implemented by the BOD and the Board of Management.

##### **➤ For the Board of Directors:**

- The Board of Directors has exercised its rights and performed its functions and duties in accordance with the Company's Charter and legal regulations. The BOD has demonstrated a high level of responsibility in management, providing strategic directions for business development, appropriate medium- and long-term investment plans, and fully implementing objectives and tasks under the Resolution of the 2025 Annual General Meeting of Shareholders.
- Meetings and activities of the BOD have been organized and conducted in accordance with the Company's Charter and applicable laws. The BOD's activities have been timely and closely aligned with the Company's actual business operations.
- Resolutions and Decisions issued by the BOD were within its authority and scope of responsibility, and in compliance with the GMS Resolutions, the Company's Charter, and legal regulations.

##### **➤ For the Board of Management:**

- The Board of Management has fulfilled its responsibilities in management and organization of the Company's business operations. During operations, the General Director has fully performed responsibilities for reporting, explanation, and disclosure of information on business performance in a complete and transparent manner.
- The Board of Management has properly and fully implemented the Resolutions and Decisions of the BOD as well as the Resolutions of the GMS.
- Decisions of the Board of Management were issued within proper authority and in compliance with the law and the Company's Charter.

In 2025, the independent member of the BOD and the AC did not receive any complaints from regulatory authorities or competent bodies regarding violations or material misstatements related to the Company's governance and management activities, as well as those of individual members of the BOD and the Board of Management.

#### **6. Results of assessment of coordination between the Audit Committee and the Board of Directors, General Director, and Shareholders.**

In 2025, the coordination between the AC and the BOD, the General Director, and the Executive Board was carried out effectively, on the basis of fully respecting the functions and authorities of each level in accordance with legal regulations, the Company's Charter, and internal regulations. The BOD and the Executive Board have created favorable conditions for the AC to fully perform its supervisory functions, including providing complete and timely information and reports; participating in exchanges and discussions on material matters related to financial statements,

internal control systems, risk management, compliance, and related party transactions. Opinions of the AC have been considered, discussed, and appropriately implemented by the BOD.

Through the BOD and the GMS, the AC performs its responsibility for reporting and information exchange with shareholders in accordance with legal regulations.

The AC assesses that the above coordination and information exchange mechanism has contributed to enhancing supervisory effectiveness, transparency, and the quality of corporate governance.

### **III. RECOMMENDATIONS**

Based on the results of the monitoring and evaluation in 2025, the Inspection Committee recommends the following to the Board of Directors and the General Director:

- Continue to improve the quality of risk management in a proactive manner, linking risk management with strategy, capital structure, investment decisions, and resource allocation;
- Improving the quality of management, utilizing data and statistics efficiently and in a timely manner, minimizing manual operations that easily lead to errors; strengthening the application of information technology in management to ensure the consistency and timeliness of information for management and financial reporting;

### **IV. ORIENTATION FOR AC ACTIVITIES IN 2026**

Based on the functions, duties, and activity program of the AC, as well as the overall operational orientation of the Company, the AC sets out the following key tasks for 2026:

- Promote a high sense of responsibility to continue fully performing obligations and achieving the objectives of the AC in accordance with the Operating Regulations of the AC; complete other tasks assigned by the BOD in compliance with legal regulations, the Company's Charter, and internal governance regulations;
- Continue to maintain and improve the supervision function over risk management and internal control in line with international best practices, while ensuring compliance with State regulations and guidelines;
- Continue to maintain coordination between the AC and the Executive Board to promote and enhance the role of Internal Audit within the Company;
- Continue to maintain and expand Internal Audit activities at the Parent Company and subsidiaries in order to raise awareness among units, departments, and employees on fraud prevention and compliance within the Company; at the same time, provide recommendations to improve and enhance governance processes and risk management processes of the Company.

The above constitutes the full report of the independent member of the BOD on the operational situation in 2025 and the orientation for activities in 2026. It is respectfully submitted to the General Meeting of Shareholders for consideration and approval.

Respectfully submitted!

**INDEPENDENT MEMBER OF THE  
BOARD OF DIRECTORS**

*(Signed)*

**DO XUAN DIEN**

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**TRANSLATION****REPORT OF THE INDEPENDENT MEMBER OF THE BOARD OF DIRECTORS AT THE 2026 ANNUAL GENERAL MEETING OF SHAREHOLDERS****Dear Shareholders!**

I am Do Xuan Dien, Independent Member of the Board of Directors (“BOD”), and concurrently Chairman of the Audit Committee (“AC”) of Dat Phuong Group Joint Stock Company (the “Company”).

Pursuant to legal regulations on corporate governance, the Company’s Charter and current internal regulations, I hereby report to the 2026 Annual General Meeting of Shareholders (“GMS”) on the following contents:

**I. Report on activities of the Independent Member of the Board of Directors****1. Role and principles of performance:**

In 2025, I performed the role of Independent Member of the BOD based on the following principles:

- Independence, objectivity, for the common interests of the Company and all shareholders, not influenced by group or personal interests;
- Respect for the executive authority of the Executive Board, while fully performing the supervisory role of the BOD and the AC;
- Focusing on risk management, information transparency, effectiveness of the internal control system and legal compliance;
- Ensuring that opinions and recommendations are made on the basis of sufficient information, with open and constructive discussions with the BOD and the Executive Board.

**2. Main activities in 2025**

In 2025, I fully attended 19 BOD meetings in the form of in-person meetings and/or written consultations, providing responsible opinions focusing on strategic issues, investment, risk management and corporate governance.

Within the scope of assigned functions and duties, I participated in discussions, provided opinions and supervised the following contents:

- Orientation for research and development of new and potential business sectors of the Company;
- Strategies, plans and investment approaches for industrial real estate projects and industrial-urban integrated projects;
- Investment and construction activities of industrial real estate and industrial-urban integrated projects.

As Chairman of the AC, I developed the AC’s activity program and plan, chaired and coordinated AC meetings; worked with the Executive Board, Independent Auditor, Internal Audit and relevant units/departments on the following matters:

- Quality of financial statements and key estimates;

- Internal control system and risk management;
- Legal compliance, related party transactions, conflicts of interest;
- Governance, investment, financial and operational situation of the Company;
- Proposals for improvement of processes, coordination mechanisms between the BOD – AC – Executive Board and the quality of information serving supervisory activities.

## **II. Independent assessment report on the activities of the Board of Directors**

### **1. Assessment**

- The Company's governance and management activities have basically complied with legal regulations and the Company's Charter. The BOD's activities in 2025 were implemented in accordance with the Resolutions of the GMS. The BOD has fully performed its representative role of the owners in supervising the Company's management activities, providing appropriate directions and timely guidance, and efficiently utilizing resources to achieve objectives and tasks under the Resolution of the 2025 Annual General Meeting of Shareholders.
- The operating mechanism of the BOD and the system of internal governance regulations are generally consistent with legal requirements and good governance practices; members of the BOD and the Executive Board demonstrate a spirit of cooperation and open exchange in discussions and decision-making.
- Important decisions of the BOD were discussed openly, in a constructive and responsible manner, thereby achieving high consensus. The contents of decisions are aligned with actual conditions and aim toward the common interests of the Company and its shareholders.

### **2. Recommendation**

From an independent perspective, I recommend the BOD and the Board of Management the following:

- Maintain commitment to safe and efficient development objectives;
- Continue to consolidate and develop the Company's core business segments, while strengthening market research and seeking new projects;
- Improve and enhance system governance capacity, risk control, and application of technology in governance activities.

The above constitutes the full content of my report in the capacity of Independent Member of the BOD. It is respectfully submitted to the General Meeting of Shareholders for consideration and approval.

Respectfully submitted!

**INDEPENDENT MEMBER OF THE  
BOARD OF DIRECTORS**

*(Signed)*

**DO XUAN DIEN**

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A. 15th Floor, Building Handico house, new urban area  
Rice Trieu Summer, Pham Hung Street, Ward Tu Liem  
District, Hanoi City**TRANSLATION****REPORT OF THE INDEPENDENT MEMBER OF THE BOARD OF DIRECTORS AT THE 2026 ANNUAL GENERAL MEETING OF SHAREHOLDERS****Dear Shareholders!**

I am Le Thu Trang, Independent Member of the Board of Directors (“BOD”) of Dat Phuong Group Joint Stock Company (the “Company”).

Pursuant to the legal regulations on corporate governance, the Company’s Charter and current internal regulations, I hereby report to the 2026 Annual General Meeting of Shareholders (“GMS”) on the following contents:

**I. Report on activities of the Independent Member of the Board of Directors**

In 2025, I fully attended all 19 BOD meetings, reviewed, provided opinions and voted on matters within authority with a 100% approval rate for all contents passed by the BOD.

In my capacity as an Independent Member of the BOD, I have fully performed my functions in accordance with legal regulations, the Company’s Charter and the BOD’s Operating Regulations. Activities carried out during the year include:

- Performing the supervisory function over the BOD’s activities through meetings, discussions, and the process of issuing BOD resolutions, ensuring independence and objectivity in discussions and decision-making;
- Supervising the management activities of the General Director and other managers in operating the Company’s business operations;
- Participating in discussions, providing opinions and supervising professional areas such as:
  - Business plans and operational management of hotel and restaurant projects;
  - Product development, business ideas, and investment and construction of hotel, restaurant, tourism and commercial business projects.

**II. Independent assessment report on the activities of the Board of Directors**

Through the supervisory activities of the Independent Member of the BOD over the BOD’s operations in 2025, I record the following results:

**➤ For the Board of Directors:**

- The Board of Directors has properly performed its role and responsibilities in directing, supporting and supervising the Executive Board in implementing contents approved by the GMS and the BOD, ensuring compliance with legal regulations and the Company’s Charter, while harmonizing the interests of the Company and its shareholders.
- The BOD maintains an appropriate structure of independent members, ensuring that proposals of the Executive Board are reviewed and evaluated objectively. The composition of the BOD is diverse and suitable in terms of professional expertise, supporting comprehensive assessment of Dat Phuong’s multi-sector business activities.

**➤ Preparation and pre-opening operation of the Hotel project:**

The investor, Dat Phuong (Dat Phuong Hoi An Joint Stock Company), has signed a management agreement with Hilton, one of the world's leading hotel management groups. The resort brand in Hoi An belongs to the lifestyle product line, in the upscale segment.

- Project name: NHAAN HOI AN RESORT & SPA, TAPESTRY COLLECTION BY HILTON. This is the first Tapestry Collection by Hilton branded project in Southeast Asia, and also the first project in Hoi An managed by Hilton.
- Scale:
  - Accommodation services: 174 rooms
  - Food and beverage services: 2 restaurants, 1 lobby lounge, 1 pool bar
  - Guest experience services: Spa, Steam, Sauna; Gym; Kid club; 2 swimming pools
  - Banquet and event services: 1 ballroom and 2 meeting rooms; 1 riverside lawn dedicated to outdoor private events and weddings
- Expected opening date: August 1, 2026

The NHAAN Hoi An project is entering the pre-opening stage. The Investor Dat Phuong and the Operator Hilton are closely coordinating in all aspects to ensure the project is opened on schedule and successfully launched to welcome guests.

The above constitutes the full content of my report in the capacity of Independent Member of the BOD. It is respectfully submitted to the General Meeting of Shareholders for consideration and approval.

Respectfully submitted!

**INDEPENDENT MEMBER OF THE  
BOARD OF DIRECTORS**

*(Signed)*

**LE THI THU TRANG**



**TRANSLATION**

**DAT PHUONG GROUP JOINT STOCK COMPANY**

Headquarters: 15th Floor - Handico Building - Me Tri Ha New Urban Area - Pham Hung Street - Tu Liem Ward - Hanoi City.

Tel: 04.3783.0856 \* Fax: 04.3783.0859 \* Website: datphuong.com.vn  
Business Registration Number: 0101218757 issued by the Hanoi Department of Finance, 24th amendment dated March 11, 2026.

*Hanoi, April 01, 2026*

**REGULATIONS  
ON THE ORGANIZATION OF THE  
2026 ANNUAL GENERAL MEETING OF SHAREHOLDERS**

**I. GENERAL PROVISIONS**

**Article 1: Scope of application**

These Regulations apply to the organization of the 2026 Annual General Meeting of Shareholders of Dat Phuong Group Joint Stock Company (the "Company"), held in physical format and implementing voting by shareholders via electronic voting.

**Article 2: Scope of Application**

These Regulations set forth the conditions for organizing the General Meeting, the rights and obligations of participants, and the procedures for conducting the Meeting.

**Article 3: Effectiveness**

Shareholders and all participants in the 2026 Annual General Meeting of Shareholders of the Company are responsible for complying with these Regulations.

**Article 4. Interpretation of Terms**

**4.1 . Electronic voting:** means the voting by a Shareholder or an authorized representative of a Shareholder at the General Meeting via the online system.

**4.2. Online system:** means the application/software system/website used by the Company to facilitate electronic voting.

**4.3. Login information:** includes the Username/ID and Password provided when the shareholder checks in, or an OTP sent to the shareholder's phone number or the authorized representative's phone number. The Password and OTP are provided exclusively by the Company to the shareholder or the authorized representative at the check-in counter or sent to their registered phone number.

**4.4. Online system opening time:** means the time when shareholders may begin accessing and registering to attend the Meeting.

The opening time of the electronic voting system for each voting item shall be announced by the Chairperson of the Meeting.

**4.5. Online system closing time:** System Closing Time: means the time when the online system is closed for access and voting, etc., as announced by the Chairperson of the Meeting.

**4.6. General Meeting:** means the 2026 Annual General Meeting of Shareholders of Dat Phuong Group Joint Stock Company.

**4.7. Abbreviations shall be construed as follows:** GMS: General Meeting of Shareholders; BOD: Board of Directors.

## **II. CONDITIONS FOR CONDUCTING THE GENERAL MEETING**

### **Article 4: Conditions for conducting the General Meeting**

The General Meeting of Shareholders shall be conducted when the number of attending shareholders represents more than 50% of the total voting shares, based on the shareholder list of Dat Phuong Group Joint Stock Company finalized by the Vietnam Securities Depository and Clearing Corporation as of March 20, 2026.

## **III. RIGHTS AND OBLIGATIONS OF PARTICIPANTS IN THE GENERAL MEETING**

### **Article 5. Conditions for attending the General Meeting**

All individual shareholders or their duly authorized representatives, authorized representatives of institutional shareholders, or persons authorized by representatives of organizations owning ordinary shares of the Company, as recorded on the shareholder list finalized on March 20, 2026 and confirmed by the Vietnam Securities Depository and Clearing Corporation, are eligible to attend the Meeting.

### **Article 6. Regulations on Authorization**

**6.1.** The authorization for a representative to attend the General Meeting of Shareholders must be made in writing in accordance with the Company's template, with full signatures, full names, and seal (if any) of both the authorizing party and the authorized party, together with supporting documents as guided in the "Notes" section of the Power of Attorney form.

**6.2.** In cases where the Power of Attorney is not made in accordance with the Company's template, the Chairperson of the Meeting shall have full authority to determine its validity.

**6.3.** One person may act as an authorized representative for one or more shareholders.

**6.4.** The authorized representative attending the General Meeting of Shareholders must submit the Power of Attorney before entering the meeting room.

**6.5.** If a shareholder grants authorization without specifying the number of shares authorized or specifies a number exceeding their shareholding, it shall be deemed as authorization for the entire number of shares held by such shareholder.

### **Article 7. Rights and obligations of shareholders attending the General Meeting.**

#### **7.1. Rights of shareholders to attend the General Meeting**

- To attend the General Meeting in person or authorize another person to attend on their behalf by a written Power of Attorney in accordance with the Company's template.
- Upon attending the Annual General Meeting of Shareholders, each shareholder/authorized representative shall be provided with an access account to register attendance and vote:

+ Shareholders shall log in to the online system at:

<https://dhcd.datphuong.com.vn> or scan the QR code to register attendance and vote on matters at the Meeting.

+ Shareholders shall use their Username and OTP to log in to the system, in which:

- The Username of a shareholder may be one of the following: ID card number; Citizen identification number; Enterprise registration number/tax code; Foreign investor code; Phone number.

- The OTP shall be sent to the shareholder's registered phone number or the phone number of the authorized representative.

- To discuss and vote on all matters within the authority of the General Meeting of Shareholders in accordance with the Law on Enterprises, other relevant legal regulations, and the Company's Charter.
- To be informed by the Organizing Committee of the Meeting agenda and program.
- To be provided with documents relating to the Meeting agenda and program.
- Shareholders or their authorized representatives arriving after the opening of the Meeting may register and have the right to participate in voting immediately after registration. The Chairperson is not obligated to suspend the Meeting for late arrivals to register; in such cases, the validity of previously conducted votes shall not be affected.

#### **7.2. Obligations of shareholders when attending the General Meeting**

- To comply with the provisions of the Law on Enterprises, the Company's Charter, and these Regulations.
- Upon attending the General Meeting, shareholders or their authorized representatives must complete registration procedures with the Organizing Committee and present the following documents:
  - + Citizen Identification Card or Passport.
  - + Valid Power of Attorney (in case of authorized attendance).
- To strictly comply with the Meeting rules and respect the outcomes of the General Meeting.
- To speak and vote in accordance with the guidance of the Organizing Committee and respect the direction of the Chairperson of the Meeting.
- Any audio or video recording of the Meeting must be publicly announced and approved by the Chairperson of the Meeting.
- To bear all expenses for attending the Meeting (such as transportation, meals, accommodation, etc.).
- Shareholders voting via the online system have the obligation to:
  - + Prepare and use appropriate devices with internet connection to ensure full participation in voting on all agenda items of the General Meeting.
  - + Keep confidential all information related to the access account, including username, other identifying factors (if any), and password, to ensure that only the shareholder/authorized representative can perform voting on the online

system.

+ Be responsible for all risks and disputes arising from voting conducted via the shareholder's access account on the online system. Voting performed on the online system using the correct login credentials and/or other identifying factors shall be deemed as the shareholder's intention.

+ Regularly update accurate, complete, and truthful information such as phone number, contact address, and email address at the securities depository to ensure receipt of access account notifications, and bear full responsibility for such registered information.

## **Article 8: Rights and obligations of the Chairman of the Meeting and the Secretariat**

### **8.1. Rights and obligations of the Chairman of the Meeting**

- The General Meeting of Shareholders shall be chaired and presided over by the Chairman of the Board of Directors.
- Decisions of the Chairperson regarding procedures, order of the Meeting, or matters arising outside the agenda shall be final.
- The Chairperson may take necessary actions to ensure the Meeting is conducted in a valid and orderly manner, or to ensure that the Meeting reflects the will of the majority of attending shareholders.
- The Chairperson has the right not to respond to, or only to record, shareholders' opinions if such opinions or proposals fall outside the matters submitted for approval at the Meeting.
- The Chairperson shall appoint one or more persons to act as the Secretary to prepare the minutes of the General Meeting of Shareholders.
- The Chairperson has the right to adjourn the General Meeting of Shareholders, even if the required quorum has been met, to another time or to change the meeting venue (in accordance with the Law on Enterprises and the Company's Charter) in the following cases:
  - + The meeting venue does not have sufficient seating capacity for all attendees;
  - + There are attendees causing obstruction, disorder, or disturbances that may prevent the Meeting from being conducted in a fair and lawful manner;
  - + The communication facilities at the meeting venue are inadequate to ensure that attending shareholders can participate, discuss, and vote.

The maximum adjournment period shall not exceed three days from the originally scheduled opening date of the Meeting.

### **8.2. Rights and obligations of the Secretariat**

The Chairperson shall appoint one or more persons to act as the Secretariat to prepare the minutes of the General Meeting of Shareholders. The Secretariat is responsible for preparing the Meeting Minutes and performing supporting tasks as assigned by the Chairperson.

## **Article 9: Shareholder eligibility verification Committee**

9.1. The Shareholder Eligibility Verification Committee shall be appointed by the Organizing Committee. The Committee shall be accountable to the Chairperson and the General Meeting of Shareholders for the performance of its duties.

9.2. Duties of the Shareholder Eligibility Verification Committee:

- To verify the eligibility of shareholders attending the General Meeting.
- To respond to inquiries or identify issues requiring review regarding shareholders' eligibility.
- To summarize and report to the General Meeting the results of the verification of shareholders' eligibility prior to the Meeting.
- To review and ensure that the conditions for conducting the General Meeting comply with the Law on Enterprises and the Company's Charter.

#### **Article 10: Vote Counting Committee**

10.1. The General Meeting of Shareholders shall elect a Vote Counting Committee of no more than three members, as proposed by the Chairperson and approved by direct voting at the Meeting. Members of the Vote Counting Committee may or may not be shareholders of the Company.

The Vote Counting Committee shall consist of one Head and two members.

10.2. Duties and responsibilities of the Vote Counting Committee:

- To provide a brief instruction on voting procedures;
- To inspect and supervise the voting process of shareholders and their representatives;
- To conduct vote counting;
- To prepare the Minutes of vote counting results and announce the results before the General Meeting of Shareholders;
- To hand over the Minutes of vote counting results and all voting ballots to the Chairperson of the Meeting;
- To ensure the integrity and accuracy of the vote counting process. The Committee shall be responsible before the law and the shareholders for any violations.

### **IV. CONDUCT OF THE GENERAL MEETING**

#### **Article 11: Agenda of the General Meeting**

The General Meeting shall discuss and approve the matters as proposed by the Board of Directors as follows:

- 1) Audited Financial Statements for 2025.
- 2) Report of the Board of Directors on corporate governance and performance of the Board and each member in 2025.
- 3) Profit distribution plan for 2025.
- 4) Approval of the 2026 business plan.
- 5) Approval of the authorization to the Board of Directors to review and approve investment projects and investment policies within the authority of the General Meeting

of Shareholders; and transactions and contracts entered into between Dat Phuong Group Joint Stock Company and related parties.

- 6) Remuneration for the Board of Directors and the Audit Committee.
- 7) Selection of the auditing firm.
- 8) Election of the Board of Directors for the 2026-2031 term.
- 9) Other matters within the authority of the General Meeting of Shareholders.

**Article 12: Voting methods for approving matters at the General Meeting**

Voting on the matters at the General Meeting shall be conducted in the following manner:

**12.1. Voting by electronic voting method::**

- Voting on the matters at the Meeting shall be conducted via electronic voting.
- Each shareholder or authorized representative attending the Meeting shall be provided with an access account to perform voting. Shareholders shall use their registered phone number to receive an OTP for authentication of electronic voting.
- When conducting electronic voting on the online system, shareholders must comply with the obligations specified in Clause 7.2, Article 7 of these Regulations. Shareholders shall log in to the online system using the provided access account to carry out electronic voting.
- Shareholders entitled to vote are those shareholders or their authorized representatives who have registered to attend the General Meeting up to the time of voting.
- Shareholders shall vote in accordance with the following principles:
  - + Voting shall commence and end upon the instruction of the Chairperson of the Meeting or the Head of the Vote Counting Committee.
  - + Shareholders or their authorized representatives may not change their voting results after successful submission on the system. For any amended or additional matters arising during the Meeting, shareholders or their authorized representatives shall cast additional votes for such amended or additional matters. Votes already submitted for other matters shall remain unchanged.
  - + Voting results of shareholders or their authorized representatives shall be aggregated based on the results recorded at the closing time of voting as announced by the Chairperson. From the closing time of voting for each matter, the online system shall be closed, and shareholders or their authorized representatives shall not be entitled to modify any submitted votes. Voting results recorded on the system shall be final, and the Company shall not be liable for such results once shareholders have validly logged in and voted on the system.
  - + Voting results for each matter shall be reported to the General Meeting by the Vote Counting Committee immediately after completion of vote counting.
  - + In case shareholders encounter issues with voting on the system, they may contact the Organizing Committee for guidance and support.

+ Shareholders who do not cast votes shall be deemed as not participating in the voting.

+ A valid voting ballot is one submitted by a shareholder or authorized representative who participates in voting, selects a voting option, and successfully submits it via the online system. Voting results shall be calculated based on the total number of valid voting shares.

+ In case a shareholder successfully logs in to attend the Meeting but does not perform electronic voting, such shareholder shall be deemed as not participating in the voting.

- Voting procedure:

+ Each shareholder/authorized representative shall have a total number of votes corresponding to the total number of shares owned/represented.

+ Each voting ballot shall include a list of matters to be voted on. Shareholders/authorized representatives shall vote by selecting one of the options: "approve", "disapprove", or "no opinion" for each matter, and click "Submit Vote" to save and send the voting results to the system. At this step, the shareholder shall receive an OTP sent to their phone number to confirm submission; the shareholder must enter this OTP to complete the voting process.

- Vote counting:

+ Vote counting shall be conducted immediately after the voting ends.

+ All activities of verification, preparation of minutes, and announcement of results must be carried out by the Vote Counting Committee in an honest and accurate manner, and the Committee shall be responsible for the results.

- Announcement of voting results:

+ Upon completion of vote counting, the Vote Counting Committee shall prepare the Minutes of vote counting with signatures of all its members.

+ The Head of the Vote Counting Committee shall, on behalf of the Committee, present the Minutes of voting results to the General Meeting.

## **12.2. Direct voting:**

Direct voting shall be applied in cases where the electronic voting method specified in Article 12.1 above is not applicable. In case of direct voting at the Meeting, shareholders or their authorized representatives shall vote on the matters by raising hands or by other methods as directed by the Chairperson.

### **Article 13: Regulations on election of members of the Board of Directors:**

The election shall be conducted in accordance with the Election Regulations approved at the 2026 Annual General Meeting of Shareholders.

### **Article 14: Speaking at the General Meeting**

Shareholders or their authorized representatives attending the Meeting must raise their hands and obtain approval from the Chairperson before speaking. Shareholders or authorized representatives may register their speaking topics with the Presidium or through the Secretariat by submitting question slips. Only those designated by the Chairperson may speak. Statements must be concise and relevant to the matters under

discussion at the Meeting. Shareholders shall not repeat opinions already expressed by others, and only opinions relevant to the Meeting agenda shall be recorded in the Meeting Minutes.

**Article 15: Adoption of resolutions at the General Meeting.**

Matters of the General Meeting shall be approved upon obtaining the consent of shareholders with voting rights who are present in person or through authorized representatives at the Meeting, in accordance with the Company's Charter and the Law on Enterprises:

- Resolutions on types and total number of shares of each class; reorganization or dissolution of the Company; investment projects or sale of assets with a value equal to or exceeding 35% of the total assets as stated in the most recent financial statements of the Company; changes in business lines; or changes in the organizational and management structure of the Company must be approved by shareholders representing at least 65% of the total voting shares of all attending and voting shareholders;

- Other matters shall be approved when endorsed by shareholders representing more than 50% of the total voting shares of all attending and voting shareholders;

- Resolutions that adversely affect the rights and obligations of preference shareholders shall only be adopted if approved by shareholders holding at least seventy-five percent (75%) of the total number of such preference shares of the same class attending the Meeting.

**V. CLOSING OF THE GENERAL MEETING**

**Article 16: Minutes of the General Meeting of Shareholders**

All contents of the General Meeting shall be recorded in the Minutes by the Secretariat. The Minutes shall be read by the Head of the Secretariat and approved by the General Meeting of Shareholders before the closing of the Meeting, and shall be retained at the Company.

**Article 17: Resolutions of the General Meeting of Shareholders**

- Based on the results of the Meeting, the Chairperson shall issue the Resolution of the General Meeting of Shareholders on the matters approved by the Meeting.

- Members of the Board of Directors, the General Director, shareholders or groups of shareholders holding 5% or more of the total ordinary shares shall have the right to request the Court or Arbitration to review and annul, in whole or in part, the Resolution of the General Meeting of Shareholders in accordance with the Law on Enterprises.

**VI. OTHER PROVISIONS**

**Article 18: In case the Shareholders' General Meeting is unsuccessful**

**18.1.** In case the first Meeting does not meet the conditions for convening as prescribed in Article 4 of these Regulations, a second Meeting shall be convened within 30 days from the scheduled date of the first Meeting. The second General Meeting of Shareholders shall be conducted if shareholders representing at least 33% of the total voting shares attend.

**18.2.** In case the second Meeting does not meet the conditions for convening as prescribed in Clause 18.1 of this Article, a third Meeting shall be convened within 20 days from the scheduled date of the second Meeting. In this case, the General Meeting

of Shareholders shall be conducted regardless of the number of attending shareholders and the percentage of voting shares represented.

## **VII. IMPLEMENTATION PROVISIONS**

### **Article 19: Effectiveness**

These Regulations consist of 7 sections and 19 articles and shall take effect immediately upon approval at the 2026 Annual General Meeting of Shareholders.

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

*(Signed and sealed)*

**Luong Minh Tuan**





**DATPHUONG  
DAT PHUONG GROUP**

**№ 31/TTr-ĐP-HĐQT**

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

*Hanoi, April 01, 2026*

## **SUBMISSION**

### **For Approval at the 2026 Annual General Meeting of Shareholders**

- Pursuant to the Law on Enterprises 2020, as amended and supplemented in 2025;
- Pursuant to the prevailing Law on Securities and its guiding documents;
- Pursuant to the Charter of Dat Phuong Group Joint Stock Company,

The Board of Directors (BOD) respectfully submits to the General Meeting of Shareholders for approval the following matters:

❖ **Content 1:** Approval of the separate and consolidated financial statements for 2025 of Dat Phuong Group Joint Stock Company, audited by A&C Auditing and Consulting Co., Ltd., including:

- a. Auditor's Report
- b. Balance Sheet as at December 31, 2025
- c. Statement of Business Operation Results
- d. Statement of Cash Flows
- e. Notes to the Financial Statements

❖ **Content 2:** Approval of the Report of the Board of Directors on corporate governance and performance of the Board of Directors and each member in 2025.

❖ **Content 3:** Approval of the Report of the Independent Board Member in the Audit Committee and the Independent Board Member's assessment of the performance of the Board of Directors in 2025.

❖ **Content 4: Profit distribution plan for 2025 as follows:**

1. Profits carried over from the previous year	:	130,477,437,749	dong
2. Net profit after tax of the parent company in 2025	:	267,075,253,498	dong
3. Allocate funds from the welfare fund.	:	1,000,000,000	dong
4. Allocate funds from the reward fund.	:	1,500,000,000	dong
5. Allocation of funds for investment and development.	:		dong



6. Remaining profit in 2025	:	264,575,253,498	dong
7. Accumulated undistributed after-tax profit up to 2025	:	395,052,691,247	dong

*\* Proposed profit distribution plan for 2025 as follows:*

a) Cash dividend payment for 2025 at the rate of ...% of par value, equivalent to ... VND per share.

Eligible recipients: Existing shareholders whose names are recorded on the shareholder list at the record date.

b) Retained earnings for reinvestment: being the remaining amount after allocations to funds and dividend distribution.

Authorization to the Board of Directors to implement the detailed dividend payment.

❖ **Content 5: Approval of the 2026 business plan:**

**1. Parent Company's Business Plan:**

1. Net revenue	:	6,351.3	billion dong
2. Profit before tax	:	320.8	billion dong
3. Profit after tax	:	276.6	billion dong
4. Expected dividend	:	<b>5%-10%</b>	

**2. Consolidated Business Plan:**

1. Net revenue	:	8,513.6	billion dong
2. Profit before tax	:	646.3	billion dong
4. Profit after tax	:	560.6	billion dong
5. Profit after tax of the parent company	:	454.7	billion dong

❖ **Content 6: Approval of amendments and supplements to the Company's Charter, Internal Governance Regulations, and the Operating Regulations of the Board of Directors:**

Pursuant to the Law on Enterprises 2020 as amended in 2025 and further amended and supplemented by the Law amending and supplementing a number of articles of the Law on Public Investment, the Law on Investment under the Public-Private Partnership (PPP) model, the Law on Investment, the Law on Housing, the Law on Bidding, the Law on Electricity, the Law on Enterprises, the Law on Special Consumption Tax, and the Law on Civil Judgment Enforcement in 2022;

Pursuant to Decree No. 155/2020/ND-CP guiding the implementation of the

Law on Securities, as amended and supplemented by Decree No. 245/2025/ND-CP dated September 11, 2025;

The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the amendments to the Company's Charter, Internal Governance Regulations, and the Operating Regulations of the Board of Directors, and to authorize the Chairman of the Board of Directors to finalize the full text of these documents in accordance with applicable laws.

*(Attachments:)*

- *Appendix 01: Amendments and supplements to the Company's Charter;*
- *Appendix 02: Amendments and supplements to the Internal Governance Regulations;*
- *Appendix 03: Amendments and supplements to the Operating Regulations of the Board of Directors).*

❖ **Content 7:** The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the authorization to the Board of Directors to review and decide on investment projects within the authority of the General Meeting of Shareholders, and transactions and contracts entered into between Dat Phuong Group Joint Stock Company and related parties, including:

- Investment decisions for projects with a value of 35% or more of the total asset value recorded in the company's most recent financial statement.
- Approving and passing on transactions and contracts signed between the company and related parties falls under the authority of the General Meeting of Shareholders.

*(Draft contracts are attached to this submission.)*

❖ **Content 8: Selecting an audit firm:**

The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the authorization to the Board of Directors to select one of the following firms to audit the Company's 2026 financial statements:

- Ernst & Young Vietnam Co., Ltd.
- Deloitte Vietnam Co., Ltd.
- KPMG Vietnam Company Limited (KPMG)
- A&C Auditing and Consulting Company Limited
- AASC Auditing Firm Co., Ltd. (AASC)
- PwC (Vietnam) Company Limited

❖ **Content 9: Election of the Board of Directors for the 2026-2031 term:**

The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the number of members of the Board of Directors for the term 2026-2031 as follows:

- Number of Board of Directors members: 6

❖ **Content 10: Remuneration of the Board of Directors and the Audit Committee:**

The Board of Directors seeks approval from the General Meeting of Shareholders for the remuneration of the Board of Directors and the Audit Committee for 2026 as follows:

The total remuneration for the Board of Directors and the Audit Committee under the Board of Directors for 2026 shall not exceed **2.0%** of the corporate income tax after-tax profit as reported in the consolidated financial statements for 2026.

The specific remuneration for each member shall be allocated by the Board of Directors based on the roles and responsibilities assigned to each member.

Respectfully submitted to the General Meeting of Shareholders for consideration and approval!

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

*(Signed and sealed)*

**Luong Minh Tuan**



No.: 32/TTr-ĐP-HĐQT

**TRANSLATION**

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

Hanoi, April 01, 2026

**SUBMISSION**

**Regarding the addition of business lines and activities to the Company's operations**

**To: The General Meeting of Shareholders of Dat Phuong Group Joint Stock Company**

- Pursuant to the Law on Enterprises 2020, as amended and supplemented in 2025;
- Pursuant to the Law on Securities 2019, as amended and supplemented from time to time, and its implementing regulations;
- Pursuant to the Charter of Dat Phuong Group Joint Stock Company.

Currently, Dat Phuong Group Joint Stock Company (“**the Company**”) is carrying out procedures for adjustment of the investment project for the **Binh Duong Resort Service Complex Project** (located in Thang An Commune, Da Nang City), with several proposed adjustment objectives as follows:

- Investment in the construction of a tourism service complex (hotels, resort villas,...);
- Investment in the construction of an 18-hole golf course and auxiliary works;
- Construction of a commercial-tourism complex;

The Board of Directors (“**BOD**”) respectfully submits to the General Meeting of Shareholders (“**GS**”) for consideration and approval the addition of basic business lines and activities to serve the implementation orientation of the Project. Based on the actual operating situation, the Company will continue to add business lines and activities (if necessary) after the Project is granted the amended Investment Registration Certificate.

The following additional business lines and activities have been added:

**I. Addition of the following business lines of the Company.**

No.	Proposed additional business lines	Business code
1.	Activities of sports facilities (Excluding electronic gaming activities)	9311
2.	Hotels and similar accommodation services	5510
3.	Other short-term accommodation services	5520

**II. Authorization for Implementation**

1. The General Meeting of Shareholders authorizes the Company's legal representative to carry out all procedures for registering changes to business lines and notifying the foreign ownership ratio at the competent state agency.

During the implementation of administrative procedures, if the competent authority requests adjustments, exclusions, or clarifications of the details of the industry or profession to meet:

- (i) regulations on foreign ownership ratios or (ii) regulations for public companies or listed companies, the General Meeting of Shareholders authorizes the Legal Representative to proactively make these adjustments. Decide on adjustments to the details of the industry and profession content within the scope of the industries and professions approved by the General Meeting of Shareholders and carry out the related procedures in accordance with the law.
2. The General Meeting of Shareholders authorizes the Chairman of the Board of Directors to update and amend the Company's Charter in accordance with the business lines and activities approved by the business registration authority .

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

***Recipient:***

- Shareholders;
- Save the document.

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

*(Signed and sealed)*

**Luong Minh Tuan**



TRANSLATION

**APPENDIX 01: AMENDMENTS AND SUPPLEMENTS TO THE CHARTER  
OF DAT PHUONG GROUP JOINT STOCK COMPANY**

*(Attached to Proposal No. 31/TTr-ĐP-HĐQT dated 01/04/2026 of the Board of Directors of the Company)*

Note:

- Articles not specified in detail in the column “Provisions in the Current Company Charter” remain unchanged from the current Charter.
- Proposed changes in the column “Provisions in the Current Company Charter” are underlined.
- Amendments and supplements in the column “Provisions in the Amended Company Charter” are italicized.
- The Law on Enterprises refers to Law No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam (14th Legislature) on June 17, 2020.
- Law No. 76/2025/QH15 amending and supplementing a number of articles of the Law on Enterprises.
- Law No. 03/2022/QH15 amending and supplementing a number of articles of the Law on Public Investment, the Law on Investment under the Public-Private Partnership (PPP) model, the Law on Investment, the Law on Housing, the Law on Bidding, the Law on Electricity, the Law on Enterprises, the Law on Special Consumption Tax, and the Law on Civil Judgment Enforcement.
- The Law on Securities refers to Law No. 54/2019/QH14 passed by the National Assembly of the Socialist Republic of Vietnam (14th Legislature) on November 26, 2019.
- Decree No. 155/2020/ND-CP dated December 31, 2020 of the Government detailing the implementation of a number of articles of the Law on Securities.
- Decree No. 245/2025/ND-CP of the Government amending and supplementing a number of articles of Decree No. 155/2020/ND-CP detailing the implementation of a number of articles of the Law on Securities.
- Circular No. 116/2020/TT-BTC guiding certain aspects of corporate governance applicable to public companies.

Provisions in the Current Company Charter	Provisions in the Current Company Charter	Legal Basis for Amendment
Article 1. Interpretation of Terms	Article 1. Interpretation of Terms	
N/A	<p><i>p) Dividend: means profit after tax distributed to each share in cash or other assets.</i></p> <p><i>q) Market price:</i></p> <ul style="list-style-type: none"> <li>• <i>The average trading price over the 30 consecutive days preceding the valuation date, or the agreed price between buyer and seller, or the price determined by a valuation organization, applicable to listed or registered shares.</i></li> <li>• <i>The market trading price at the immediately preceding time, or the agreed price between buyer and seller, or the price determined by a valuation organization, applicable to capital contributions or shares not specified above.</i></li> </ul> <p><i>r) Personal legal documents: This includes one of the following documents: Identity Card, Citizen Identification Card, Passport, or other legally valid personal identification documents .</i></p> <p><i>s) Beneficiaries of the business : An individual is an individual who actually owns the charter capital or has controlling power over that enterprise, except for the direct owner's representative in enterprises where the State holds 100% of the charter capital and the representative of the State's capital share in joint-stock companies and limited liability companies with two or more members, as stipulated</i></p>	<p>Points a, b, c and d, Clause 1, Article 1 of Law No. 76/2025/QH15 (amending Article 4 of the Law on Enterprises).</p>

Provisions in the Current Company Charter	Provisions in the Current Company Charter	Legal Basis for Amendment
	<i>by the law on the management and investment of State capital in enterprises .</i>	
<b>Article 3. Legal Representative of the Company</b>	<b>Article 3. Legal Representative of the Company</b>	
2. The rights and obligations of the legal representative are stipulated in Articles 12 and 13 of the Enterprise Law.	2. The rights and obligations of the legal representative are stipulated in Articles 12 and 13 of the Enterprise Law and <i>other relevant legal provisions.</i>	Law No. 76/2025/QH15 amends Article 13 of the Enterprise Law.
<b>Article 12. Rights of Shareholders</b> 2. Shareholders or groups of shareholders owning five percent (05%) or more of the total number of common shares have the following rights: b. Request the Board of Directors to convene a General Meeting of Shareholders in accordance with the provisions of Clause 3, Article 115 and Article 140 of the Enterprise Law.	<b>Article 12. Rights of Shareholders</b> 2. Shareholders or groups of shareholders owning five percent (05%) or more of the total number of common shares have the following rights: b. Request the Board of Directors to convene a General Meeting of Shareholders in accordance with the provisions of Clause 3, Article 115 and Article 140 of the Enterprise Law. <i>The request for convening the meeting must be accompanied by documents and evidence regarding violations by the Board of Directors, the extent of the violations, or decisions exceeding their authority. Shareholders (or groups of shareholders) are fully responsible before the law for the accuracy and truthfulness of the documents and evidence provided to the competent authority when requesting the convening of a General Meeting of Shareholders.</i>	- Point a, Clause 2, Article 115 of the Enterprise Law. - Clause 18, Article 1 of Law No. 76/2025/QH15 (Amending Article 115 of the Enterprise Law).
<b>Article 14. General Meeting of Shareholders:</b>	<b>Article 14. General Meeting of Shareholders:</b>	<b>Clause 18, Article 1 of Law No.</b>

Provisions in the Current Company Charter	Provisions in the Current Company Charter	Legal Basis for Amendment
<p>3. The Board of Directors must convene an extraordinary general meeting of shareholders in the following cases:</p> <p>d. At the request of a shareholder or group of shareholders as stipulated in Clause 2, Article 12 of these Charters. The request to convene a General Meeting of Shareholders must be in writing , <u>clearly stating the reasons and purpose of the meeting, and bearing the signatures of all relevant shareholders, or the request must be made in multiple copies and include the signatures of all relevant shareholders.</u></p>	<p>3. The Board of Directors must convene an extraordinary general meeting of shareholders in the following cases:</p> <p>d. At the request of a shareholder or group of shareholders as stipulated in Clause 2, Article 12 of these Charters. The request to convene a General Meeting of Shareholders must be in writing , clearly stating the reason and purpose of the meeting. The request for a meeting must <i>include the following information: full name, contact address, nationality, and legal document number for individual shareholders; name, business registration number, or legal document number for organizational shareholders, and registered office address; the number of shares and registration date of each shareholder, the total number of shares held by the entire group of shareholders, and their ownership percentage in the company's total shares; and the basis and reasons for requesting the General Meeting of Shareholders. The request must be accompanied by documents and evidence regarding violations by the Board of Directors, the extent of the violations, or decisions exceeding their authority. Shareholders or groups of shareholders are fully responsible before the law for the accuracy and truthfulness of the documents and evidence provided to the competent authority when requesting the General Meeting of Shareholders .</i></p>	<p><b>76/2025/QH15</b> (Amending and supplementing Clause 4, Article 115 of the Enterprise Law).</p>
<p><b>Article 15. Rights and obligations of the General Meeting of Shareholders</b></p>	<p><b>Article 15. Rights and obligations of the General Meeting of Shareholders :</b></p>	<p>Clause 84, Article 1 of Decree 245/2025/ND-CP</p>

Provisions in the Current Company Charter	Provisions in the Current Company Charter	Legal Basis for Amendment
<p>2. The General Meeting of Shareholders discussed and approved the following matters:</p> <p>s. Granting loans or guarantees to members of the Board of Directors, the General Director, other managers who are not shareholders, and related individuals or organizations of these entities; Except for granting loans or guarantees to related organizations of members of the Board of Directors, the General Director, or other managers where the public company and that organization are companies within the same group or companies operating as a group of companies, including parent-subsidiary companies, the decision will be made by the Board of Directors;</p>	<p>2. The General Meeting of Shareholders discussed and approved the following matters:</p> <p>s. Granting loans or guarantees to members of the Board of Directors, the General Director, other managers who are not shareholders, and individuals or organizations related to these entities.</p> <p>Except for granting loans or guarantees to related parties of members of the Board of Directors, the General Director, or other managers, where the public company and the organization are companies within the same group or companies operating as a group of companies, including parent-subsidiary companies, <i>economic conglomerates</i>, the decision will be made by the Board of Directors.</p>	<p>(Amending Article 293 of Decree 155/2020/ND-CP).</p>
<p><b>Article 18. Convening, Agenda and Notice of Meeting of the General Meeting of Shareholders.</b></p> <p>2. The person convening the General Meeting of Shareholders must perform the following tasks:</p> <p>a. Prepare a list of shareholders eligible to attend and vote at the General Meeting of Shareholders. The list of shareholders entitled to attend the General Meeting of Shareholders must be prepared no more than 10 days before the date of sending the notice inviting shareholders to the General Meeting of Shareholders. The company must publish information about the preparation of the list of shareholders entitled to attend the General Meeting of</p>	<p><b>Article 18. Convening, Agenda and Notice of Meeting of the General Meeting of Shareholders.</b></p> <p>2. The person convening the General Meeting of Shareholders must perform the following tasks:</p> <p>a. Prepare a list of shareholders eligible to attend and vote at the General Meeting of Shareholders. The list of shareholders entitled to attend the General Meeting of Shareholders must be prepared no more than 10 days before the date of sending the notice of invitation to the General Meeting of Shareholders. The company must disclose information about the preparation of the list of shareholders entitled to attend the General Meeting of Shareholders at least 20 days before the final</p>	<p>Clause 21, Article 1 of Law No. 76/2025/QH15 (Amending Article 141 of the Enterprise Law).</p>

Provisions in the Current Company Charter	Provisions in the Current Company Charter	Legal Basis for Amendment
Shareholders at least 20 days before the final registration date.	registration date. The list of shareholders entitled to attend the General Meeting of Shareholders is compiled based on <i>the company's shareholder register and securities holder register</i> .	
<p><b>Article 26. Composition and Term of the Board of Directors</b></p> <p>N/A</p>	<p><b>Article 26. Composition and Term of the Board of Directors</b></p> <p><i>9. The number of non-executive members of the board of directors of a public company must comply with the following regulations:</i></p> <p><i>a. There must be at least one non-executive member in the case of a company with a Board of Directors consisting of 3 to 5 members;</i></p> <p><i>b. There must be at least two non-executive members in the case of a company with a Board of Directors of 6 to 8 members;</i></p> <p><i>c. There must be at least 3 non-executive members in the case where the company has between 9 and 11 members on its Board of Directors.</i></p>	<p>Clause 79 Article 1 of Decree 245/2025/ND-CP</p>
<p><b>Article 27. Rights and Obligations of the Board of Directors</b></p> <p>4. The Board of Directors must report to the General Meeting of Shareholders on the results of the Board of Directors' activities as prescribed in Article 280 of Decree No. 155/2020/ND-CP dated December 31, 2020 of the Government detailing the implementation of a number of articles of the Law on Securities.</p>	<p><b>Article 27. Rights and Obligations of the Board of Directors</b></p> <p>4. The Board of Directors must report to the General Meeting of Shareholders on the results of the Board of Directors' activities as prescribed in Article 280 of Government Decree No. 155/2020/ND-CP dated December 31, 2020, detailing the implementation of a number of articles of the Law on Securities and <i>Decree 245/2025/ND-CP amending and</i></p>	<p>Additional provision</p>

Provisions in the Current Company Charter	Provisions in the Current Company Charter	Legal Basis for Amendment
	<i>supplementing a number of articles of Decree No. 155/2020/ND-CP .</i>	
<p><b>Article 30. Meetings of the Board of Directors</b></p> <p>17. Minutes of the Board of Directors Meeting:</p> <p>i) The full name and signature of the chairperson and the person recording the minutes, except in cases where the chairperson or the person recording the minutes refuses to sign the meeting minutes, but if all other members of the Board of Directors present at the meeting sign and the minutes contain all the information as stipulated in points a, b, c, d, e, g, and h of this clause , then these minutes shall still be valid .</p>	<p><b>Article 30. Meetings of the Board of Directors</b></p> <p>17. Minutes of the Board of Directors Meeting:</p> <p>i) The full name and signature of the chairperson and the person recording the minutes, except in cases where the chairperson or the person recording the minutes refuses to sign the meeting minutes, but if all other members of the Board of Directors present at the meeting sign and the minutes contain all the information as stipulated in points a, b, c, d, e, g, and h of this clause , then these minutes shall still be valid . <i>The meeting minutes clearly state that the chairperson and the person recording the minutes refused to sign the minutes. The person signing the minutes is jointly liable for the accuracy and truthfulness of the content of the Board of Directors' meeting minutes. The chairperson and the person recording the minutes are personally liable for any damages incurred by the enterprise due to their refusal to sign the meeting minutes, as stipulated in this Law, the company's charter, and relevant laws.</i></p>	<p>Clause 6, Article 7 of Law No. 03/2022/QH15 (Amending Article 158 of the Enterprise Law).</p>
<p><b>Article 43. Responsibility for honesty and avoidance of conflicts of interest</b></p> <p>1. Members of the Board of Directors, the General Director, and other managers must disclose their related</p>	<p><b>Article 43. Responsibility for honesty and avoidance of conflicts of interest</b></p> <p>1. Members of the Board of Directors, the General Director, and other managers must disclose their related interests as</p>	<p>Additional provision</p>

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Provisions in the Current Company Charter	Provisions in the Current Company Charter	Legal Basis for Amendment
<p>interests as stipulated in Article 164 of the Enterprise Law and related legal documents as follows:</p> <p>a. The company must compile and update a list of its related parties as stipulated in Clause 23, Article 4 of the Enterprise Law No. 59/2020/QH14 and their corresponding contracts and transactions with the company.</p>	<p>stipulated in Article 164 of the Enterprise Law and related legal documents as follows:</p> <p>a. The company must compile and update a list of its related persons as prescribed in Clause 23, Article 4 of the Enterprise Law No. 59/2020/QH14 and <i>Clause 46, Article 4 of the Enterprise Law No. 54/2019/QH14</i>, and their respective contracts and transactions with the company.</p>	
<p>6. Contracts or transactions between the Company and one or more members of the Board of Directors, the General Director, other executives, and individuals or organizations related to these parties shall not be invalidated in the following cases:</p> <p>a. For transactions with a value less than or equal to thirty-five percent (35%) of the total value of assets <u>recorded in the most recent financial statement</u>, the significant contents of the contract or transaction, as well as the relationships and interests of the Board members, the General Director, and other executives, have been reported to the Board and approved by the Board by a majority vote of those Board members who have no vested interest;</p> <p>b. For transactions exceeding thirty-five percent (35%) of the total value of assets <u>recorded in the most recent financial statement</u>, the significant contents of the contract or transaction, as well as the relationship and interests of the Board of Directors, General Director, and other</p>	<p>6. Contracts or transactions between the Company and one or more members of the Board of Directors, the General Director, other executives, and individuals or organizations related to these parties shall not be invalidated in the following cases:</p> <p>a. For transactions with a value less than or equal to thirty-five percent (35%) of the total asset value <i>or transactions resulting in a total transaction value arising within 12 months from the date of the first transaction with a value of 35% or more of the total asset value recorded in the most recent financial statement</i>, the significant contents of the contract or transaction, as well as the relationships and interests of the Board members, the General Director, and other executives, have been reported to the Board of Directors and approved by the Board of Directors by a majority vote of the Board members who have no vested interest;</p> <p>b. For transactions with a value exceeding thirty-five percent (35%) of the total asset value <i>or transactions resulting in a total transaction value arising within 12 months from the date of the first transaction with a value of 35% or more of the total</i></p>	<p>- Clause 8.4, Article 1 of Decree 245/2025/ND-CP (Supplementing Article 2.93 of Decree 155/2020/ND-CP).</p>

Provisions in the Current Company Charter	Provisions in the Current Company Charter	Legal Basis for Amendment
<p>executives, have been disclosed to shareholders and approved by the General Meeting of Shareholders by a vote of shareholders without an interest;</p>	<p><i>asset value recorded in the most recent financial statement</i> , the significant contents of such contract or transaction, as well as the relationship and interests of the Board of Directors, General Director, and other executives, have been disclosed to shareholders and approved by the General Meeting of Shareholders by vote of shareholders without an interest;</p>	
<p><b>Article 55. Dissolution of a company</b></p> <p>1. The company is dissolved in the following cases:</p> <p>c. The company no longer has the minimum number of members required by the Enterprise Law for a continuous period of six months;</p>	<p><b>Article 55. Dissolution of a company</b></p> <p>1. The company is dissolved in the following cases:</p> <p>c. The company no longer has the required number of members or <i>shareholders</i>. at least six consecutive months as stipulated by the Enterprise Law <i>without undergoing procedures to change the type of business entity</i>;</p>	<p>Clause 23, Article 1 of Law No. 76/2025/QH15 (Amending Article 207 of the Enterprise Law).</p>





**TRANSLATION**

**APPENDIX NO. 02: AMENDMENTS AND SUPPLEMENTS  
TO THE INTERNAL CORPORATE GOVERNANCE REGULATION  
DAT PHUONG JOINT STOCK COMPANY**  
*(Attached to Proposal No. 31/TTr-ĐP-HĐQT dated 01/04/2026 of the Board of Directors)*

*Note:*

- Articles not detailed in the column “Provisions under the current Internal Corporate Governance Regulation” remain unchanged from the current Regulation.
- Proposed amendments in the column “Provisions under the current Internal Corporate Governance Regulation” are underlined.
- Amendments and supplements in the column “Provisions under the amended Internal Corporate Governance Regulation” are italicized.
- The Law on Enterprises refers to Law No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on 17 June 2020.
- Law No. 76/2025/QH15 amending and supplementing a number of articles of the Law on Enterprises.
- Law No. 03/2022/QH15 amending and supplementing a number of articles of the Law on Public Investment, the Law on Investment in the form of Public-Private Partnership, the Law on Investment, the Law on Housing, the Law on Bidding, the Law on Electricity, the Law on Enterprises, the Law on Special Consumption Tax and the Law on Civil Judgment Enforcement.
- The Law on Securities refers to Law No. 54/2019/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on 26 November 2019.
- Decree No. 155/2020/NĐ-CP dated 31 December 2020 of the Government detailing the implementation of a number of articles of the Law on Securities.
- Decree No. 245/2025/NĐ-CP amending and supplementing a number of articles of Decree No. 155/2020/NĐ-CP.
- Circular No. 116/2020/TT-BTC guiding a number of articles on corporate governance applicable to public companies.



Provisions under the current Internal Corporate Governance Regulation	Provisions under the amended Internal Corporate Governance Regulation	Legal basis for amendment and supplementation
<p><b>Article 2. Interpretation of terms</b> None</p>	<p><b>Article 2. Interpretation of terms</b>  <i>o) Dividends: are the after-tax profits paid to each share in cash or other assets.</i>  <i>p) Market price:</i></p> <ul style="list-style-type: none"> <li>• <i>The average transaction price over the 30 days immediately preceding the price determination date, or the agreed price between the seller and the buyer, or the price determined by a valuation organization for listed shares traded on the securities trading system.</i></li> <li>• <i>b) The market transaction price at the immediately preceding time, or the price agreed upon between the seller and the buyer, or the price determined by a valuation organization for the capital contribution or shares not covered under point a of this clause.”;</i></li> </ul> <p><i>q) Personal legal documents: These include one of the following types of documents: Identity Card, Citizen Identification Card, Passport, or other legally valid personal identification documents.</i></p> <p><i>r) Beneficiary owner of the enterprise: is an individual who has actual ownership of the charter capital or controlling power over that enterprise, except for the direct representative of the owner in enterprises where the State holds 100% of the charter capital and the representative of the State capital in joint-stock companies and limited liability companies with two or more members as stipulated</i></p>	<p>- Points a, b, c, and d of Clause 1, Article 1 of Law No. 76/2025/QH15 (Amending and supplementing Article 4 of the Enterprise Law).</p>

Provisions under the current Internal Corporate Governance Regulation	Provisions under the amended Internal Corporate Governance Regulation	Legal basis for amendment and supplementation
	<i>by the law on the management and investment of State capital in enterprises.</i>	
<p><b>Article 6. Preparation of the list of shareholders entitled to attend the meeting.</b></p> <p>1. The person convening the General Meeting of Shareholders must prepare a list of shareholders eligible to attend and vote at the General Meeting of Shareholders. The list of shareholders entitled to attend the General Meeting of Shareholders is compiled based on the company's shareholder registration number. The list of shareholders entitled to attend the General Meeting of Shareholders must be compiled no more than ten (10) days before the date of sending the first General Meeting of Shareholders invitation.</p>	<p><b>Article 6. Preparation of the list of shareholders entitled to attend the meeting.</b></p> <p>1. The person convening the General Meeting of Shareholders must prepare a list of shareholders eligible to attend and vote at the General Meeting of Shareholders. The list of shareholders entitled to attend the General Meeting of Shareholders is compiled based on the shareholder register and the <i>securities holder register</i> of the company. The list of shareholders entitled to attend the General Meeting of Shareholders must be compiled no more than ten (10) days before the date of sending the first General Meeting of Shareholders invitation.</p>	<p>- Clause 21, Article 1 of Law No. 76/2025/QH15 (Amending Clause 1, Article 141 of the Enterprise Law).</p>
<p><b>Article 25. Reporting of the Board of Directors' activities at the Annual General Meeting of Shareholders:</b></p> <p>The Board of Directors' activity report submitted to the Annual General Meeting of Shareholders must comply with the provisions of point c, <u>clause 3, Article 139 of the Enterprise Law</u> and the company's charter, and must include the following contents:</p>	<p><b>Article 25. Reporting of the Board of Directors' activities at the Annual General Meeting of Shareholders:</b></p> <p>The Board of Directors' activity report is presented to the Annual General Meeting of Shareholders in accordance with <i>Article 280 of Government Decree No. 155/2020/ND-CP dated December 31, 2020, detailing the implementation of a number of articles of the Securities Law and Decree 245/2025/ND-CP amending and supplementing a number of articles of Decree No. 155/2020/ND-CP.</i> The company's</p>	<p>Update legal documents.</p>

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Provisions under the current Internal Corporate Governance Regulation	Provisions under the amended Internal Corporate Governance Regulation	Legal basis for amendment and supplementation
	articles of incorporation must include the following contents:	
<p><b>Article 27. Role, rights and obligations of the Board of Directors, responsibilities of members of the Board of Directors</b></p> <p>2. The rights and obligations of the Board of Directors are stipulated by law, the company's charter, and the General Meeting of Shareholders. Specifically, the Board of Directors has the following rights and obligations:</p> <p>h. Through purchase, sale, loan, lending and other contracts and transactions with a value of thirty - five percent (35%) or more of the total asset value recorded in the most recent financial statement. Subject to company audit, except for contracts and transactions under the authority of the General Meeting of Shareholders as stipulated in point d, clause 2, Article 138 and clause 3, Article 167 of the Enterprise Law.</p> <p>n. Propose the dividend rate to be paid; decide on the timeframe and procedures for paying dividends or handling losses incurred during business operations.</p>	<p><b>Article 27. Role, rights and obligations of the Board of Directors, responsibilities of members of the Board of Directors</b></p> <p>2. The rights and obligations of the Board of Directors are stipulated by law, the company's charter, and the General Meeting of Shareholders. Specifically, the Board of Directors has the following rights and obligations:</p> <p>h. Through purchase, sale, loan, and other contracts and transactions with a value of 35 percent ( 35 % ) or more of the total asset value, <i>or transactions</i> resulting in a total transaction value arising <i>within 12 months from the date of the first transaction with a value of 35% or more of the total asset value recorded in the most recent financial statement,</i> excluding contracts and <i>transactions under the authority of the General Meeting of Shareholders as stipulated in point d, clause 2, Article 138, and clause 3, Article 167 of the Enterprise Law.</i></p> <p>n. Propose the dividend rate to be paid; decide on the timeframe and procedures for paying dividends or handling losses incurred during business operations. <i>The Board of Directors is responsible for paying dividends to shareholders in accordance with the law after having made</i></p>	<p>- Clause 81, Article 1 of Decree 245/2025/ND-CP (Supplementing Clause 10, Article 278 of Decree 155/2020/ND-CP).</p>

Provisions under the current Internal Corporate Governance Regulation	Provisions under the amended Internal Corporate Governance Regulation	Legal basis for amendment and supplementation
	<i>recommendations. Approved by the Annual General Meeting of Shareholders.</i>	
<p><b>Article 28. Criteria for members of the Board of Directors</b></p> <p>c) A member of the Company's Board of Directors may also be a member of the Board of Directors of <u>another company.</u></p>	<p><b>Article 28. Criteria for members of the Board of Directors</b></p> <p>c) A member of the Company's Board of Directors may simultaneously be a member of the Board of Management or Board of Members in up to 05 other companies.</p>	<p>- Clause 78, Article 1 of Decree 245/2025/ND-CP (Amending Clause 3, Article 275 of Decree 155/2020/ND-CP).</p>
<p><b>Article 42. Minutes of the Board of Directors Meeting</b></p> <p>2. In the event that the chairperson or the person recording the minutes refuses to sign the meeting minutes, but if all other members of the Board of Directors present at the meeting sign and the minutes contain all the information as stipulated in points a, b, c, d, e, g, and h of Clause 1 of this Article, then these minutes shall be valid.</p>	<p><b>Regulations regarding the Minutes of Board Meetings</b></p> <p>2. In cases where the chairperson or the person recording the minutes refuses to sign the meeting minutes, but if all other members of the Board of Directors present at the meeting sign and the minutes contain all the information as stipulated in points a, b, c, d, e, g, and h of Clause 1 of this Article, then these minutes shall be valid. <i>The meeting minutes shall clearly state that the chairperson or the person recording the minutes refused to sign. The person signing the minutes shall be jointly liable for the accuracy and truthfulness of the content of the Board of Directors meeting minutes. The chairperson or the person recording the minutes shall be personally liable for any damages incurred by the enterprise due to their refusal to sign the meeting minutes in accordance with this Law, the company's charter, and relevant laws.</i></p>	<p>- Clause 6, Article 7 of Law No. 03/2022/QH15 (Amending Article 158 of the Enterprise Law).</p>
<p><b>Article 50. Term of office, qualifications and conditions of the General Director</b></p> <p>2. Criteria for the General Director:</p>	<p><b>Article 50. Term of office, qualifications and conditions of the General Director</b></p> <p>2. Criteria for the General Director:</p>	<p>Clause 8, Article 1 of Decree 245/2025/ND-CP</p>



Provisions under the current Internal Corporate Governance Regulation	Provisions under the amended Internal Corporate Governance Regulation	Legal basis for amendment and supplementation
<ul style="list-style-type: none"> <li>- The General Director must not be a person prohibited by law from holding this position and must meet the standards and conditions prescribed by law. Company charter.</li> <li>- Have Possesses full civil capacity and is not subject to prohibitions on managing businesses as stipulated in the Enterprise Law and current legislation.</li> <li>- Possesses professional qualifications and practical experience in the Company 's core business area.</li> <li>- Other standards as determined by the Board of Directors</li> </ul>	<ul style="list-style-type: none"> <li>- The General Director must not be a person prohibited by law from holding this position and must meet the standards and conditions prescribed by law. Company charter.</li> <li>- Have Possesses full civil capacity and is not subject to prohibitions on managing businesses as stipulated in the Enterprise Law and current legislation.</li> <li>- Possesses professional qualifications and practical experience in the Company 's core business area.</li> <li>- Other standards as determined by the Board of Directors</li> <li>- <i>The General Director must not be a related person of the business manager, the representative of state capital, or the representative of the enterprise's capital in the company and parent company as stipulated in point d, clause 46, Article 4 of the Securities Law.</i></li> </ul>	



**TRANSLATION**

**APPENDIX NO. 03: AMENDMENTS AND SUPPLEMENTS TO THE REGULATION  
OF THE BOARD OF DIRECTORS  
DAT PHUONG GROUP JOINT STOCK COMPANY**

*(Attached to Proposal No. 31/TTr-DP-HĐQT dated 01/04/2026 of the Board of Directors)*

*Note:*

- Articles not specified in detail in the column “Provisions under the current Regulation of the Board of Directors of the Company” remain unchanged from the current Regulation of the Board of Directors of the Company.
- Proposed amended contents in the column “Provisions under the current Regulation of the Board of Directors of the Company” are presented in underlined text.
- Amended and supplemented contents in the column “Provisions under the amended Regulation of the Board of Directors of the Company” are presented in italicized text.
- The Law on Enterprises refers to Law No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam (14th Legislature) on 17 June 2020.
- Law No. 76/2025/QH15 of the National Assembly amending and supplementing a number of articles of the Law on Enterprises.
- Law No. 03/2022/QH15 of the National Assembly amending and supplementing a number of articles of the Law on Public Investment, the Law on Investment in the form of Public-Private Partnership, the Law on Investment, the Law on Housing, the Law on Bidding, the Law on Electricity, the Law on Enterprises, the Law on Special Consumption Tax and the Law on Civil Judgment Enforcement.
- The Law on Securities refers to Law No. 54/2019/QH14 passed by the National Assembly of the Socialist Republic of Vietnam (14th Legislature) on 26 November 2019.
- Decree No. 155/2020/NĐ-CP dated 31 December 2020 of the Government detailing the implementation of a number of articles of the Law on Securities.
- Decree No. 245/2025/NĐ-CP of the Government amending and supplementing a number of articles of Decree No. 155/2020/NĐ-CP detailing the implementation of a number of articles of the Law on Securities.
- Circular No. 116/2020/TT-BTC guiding a number of articles on corporate governance applicable to public companies.



Provisions in the current BOD Regulations	Provisions in the amended BOD Regulations	Legal basis for amendment
<p><b>Article 7. Criteria and conditions for members of the Board of Directors</b></p> <p>1. Members of the Board of Directors must meet the standards and conditions stipulated in <u>Clause 1, Article 155</u> of the Enterprise Law, the company's charter, and the company's internal governance regulations. Specifically, these are as follows:</p> <p>c. A member of the company's Board of Directors may simultaneously be <u>a member of the Board of Directors in no more than five (05) other companies:</u></p>	<p><b>Article 7. Criteria and conditions for members of the Board of Directors</b></p> <p>1. Members of the Board of Directors must meet the standards and conditions stipulated in Clauses 1 and 2. Article 155 of the Enterprise Law, the company's charter, and the company's internal governance regulations. Specifically as follows:</p> <p>c. <i>A member of a company's board of directors may simultaneously be a member of either the Board of Management or the Board of Members . at no more than five (05) other companies;</i></p>	<p>- Clause 6, Article 1 of Law No. 76/2025/QH15 (Amending Article 17 of the Enterprise Law).</p> <p>- Clause 78, Article 1 of Decree 245/2025/ND-CP (Amending Clause 3, Article 275 of Decree 155/2020/ND-CP).</p>
<p><b>Article 1.1. Notification on election, dismissal, and removal of members of the Board of Directors.</b></p> <p>Where candidates have been identified in advance, information relating to candidates for the Board of Directors shall be included in the meeting documents of the General Meeting of Shareholders and disclosed at least twenty-one (21) days prior to the opening date of the General Meeting of Shareholders on the Company's website so that shareholders may review such candidates before voting. Candidates for the Board of Directors must provide a written commitment on the truthfulness, accuracy, and reasonableness of the disclosed personal information and must commit to performing their duties honestly if elected as members of the Board of Directors. Information relating to candidates for the Board of Directors must include at least the following contents.</p>	<p><b>Article 1.1. Notification on election, dismissal, and removal of members of the Board of Directors.</b></p> <p>Where candidates have been identified in advance, information relating to candidates for the Board of Directors shall be included in the meeting documents of the General Meeting of Shareholders and disclosed at least ten (10) days prior to the opening date of the General Meeting of Shareholders on the Company's website so that shareholders may review such candidates before voting. Candidates for the Board of Directors must provide a written commitment on the truthfulness, accuracy, and reasonableness of the disclosed personal information and must commit to performing their duties honestly if elected as members of the Board of Directors. Information relating to candidates for the Board of Directors must include at least the following contents.</p>	<p>Legal basis updated.</p>
<p><b>Article 18. Submission of Annual Reports</b></p> <p>4. Shareholders who have continuously owned shares of the company for at least one year have the right to , either themselves or together with a lawyer or accountant and</p>	<p><b>Article 18. Submission of Annual Reports</b></p> <p>Removed</p>	

Provisions in the current BOD Regulations	Provisions in the amended BOD Regulations	Legal basis for amendment
auditor holding a professional certificate , directly review the reports stipulated in Clause 1 of this Article within a reasonable time .		
<b>Article 20. Disclosure of related interests</b> 1. The company must compile and update a list of its related parties as stipulated in Clause 23, Article 4 of the Enterprise Law , and their corresponding contracts and transactions with the company .	<b>Article 20. Disclosure of related interests</b> 1. The company must compile and update a list of its related parties as stipulated in Clause 23, Article 4 of the Enterprise Law, Clause 46 , <i>Article 4 of the Securities Law</i> , and their corresponding contracts and transactions with the company .	Legal basis updated.





DRAFT

TRANSLATION



DATPHUONG  
DAT PHUONG GROUP

No.: NQ-DP-DHDCD

SOCIALIST REPUBLIC OF VIETNAM  
Independence - Freedom - Happiness

*Hanoi, April 25, 2026*

**RESOLUTION  
OF THE GENERAL MEETING OF SHAREHOLDERS  
DAT PHUONG GROUP JOINT STOCK COMPANY**

Re: Approval of matters at the 2026 Annual General Meeting of Shareholders.

**THE GENERAL MEETING OF SHAREHOLDERS**

- Pursuant to the Law on Enterprises 2020, as amended and supplemented in 2025;
- Pursuant to the Charter of Dat Phuong Group Joint Stock Company;
- Pursuant to the Minutes of the 2026 Annual General Meeting of Shareholders of Dat Phuong Group Joint Stock Company No. 01/2026/BB-DP-DHDCD dated April 25, 2026,



**RESOLVES:**

**Article 1:** To approve the separate and consolidated financial statements for 2025 of Dat Phuong Group Joint Stock Company as audited by A&C Auditing and Consulting Co., Ltd., including:

- a. Auditor's report
- b. Balance sheet as of December 31, 2025
- c. Statement of Business Operation Results
- d. Cash Flow Statement
- e. Notes to the Financial Statements

**Article 2:** To approve the Report of the Board of Directors on corporate governance and operational results of the Board of Directors and each member of the Board of Directors in 2025.

**Article 3:** To approve the Report of the independent member of the Board of Directors in the Audit Committee and each independent member of the Board of Directors evaluating the performance of the Board of Directors in 2025.

**Article 4 :** Approval of the Profit Distribution Plan for 2025:

<b>1. Profits carried over from the previous year</b>	<b>:</b>	<b>130,477,437,749</b>	<b>dong</b>
<b>2. Net profit after tax of the parent company in 2025</b>	<b>:</b>	<b>267,075,253,498</b>	<b>dong</b>
3. Allocate funds from the welfare fund.	:	1,000,000,000	dong
4. Allocate funds from the reward fund.	:	1,500,000,000	dong
5. Allocation of funds for investment and development.	:		dong
<b>6. Remaining profit in 2025</b>	<b>:</b>	<b>264,575,253,498</b>	<b>dong</b>
<b>7. Accumulated undistributed after-tax profit up to 2025</b>	<b>:</b>	<b>395,052,691,247</b>	<b>dong</b>

*Profit distribution plan for 2025 is as follows:*

a) Cash dividend payment for 2025 to shareholders at the rate of 6% of par value, equivalent to VND 600 per share.

Dividend recipients: Existing shareholders whose names are on the list of shareholders as at the record date.

b) Retained earnings for reinvestment: being the remaining amount after appropriations to funds and dividend distribution.

Authorize the Board of Directors to implement the details of dividend payments.

**Article 5. Approval of the 2026 business plan:**

**1. Parent Company's Business Plan:**

1. Net revenue	:	6,351.3	billion dong
2. Profit before tax	:	320.8	billion dong
3. Profit after tax	:	276.6	billion dong
4. Expected dividend	:	<b>5% -10%</b>	

**2. Consolidated Business Plan:**

1. Net revenue	:	8,513.6	billion dong
2. Profit before tax	:	646.3	billion dong
3. Profit after tax	:	560.6	billion dong
4. Profit after tax of the parent company	:	454.7	billion dong

**Article 6:** To approve the amendments and supplements to the Company Charter, the Internal Corporate Governance Regulations, and the Regulations on operation of the Board of Directors as presented in the attached Appendices.

*(Attached:)*

- *Appendix 01: Amendments and supplements to the Company Charter;*
- *Appendix 02: Amendments and supplements to the Internal Corporate Governance Regulations;*
- *Appendix 03: Amendments and supplements to the Regulations on operation of the Board of Directors.*

To authorize the Chairman of the Board of Directors to finalize the full texts of these documents in compliance with applicable laws.

**Article 7:** To approve the authorization to the Board of Directors to take responsibility for reviewing and deciding on investment projects under the authority of the General Meeting of Shareholders; and transactions and contracts between Dat Phuong Group Joint Stock Company and related parties, including:

7.1. Deciding on investment projects with a value of 35% or more of the total assets recorded in the Company's most recent financial statements.

7.2. Approving and ratifying transactions and contracts entered into between the Company and related parties under the authority of the General Meeting of Shareholders.

*(Draft contracts attached)*

**Article 8: To approve the selection of the auditing firm:**

The General Meeting of Shareholders authorizes the Board of Directors to select one company from the following list to audit the 2026 financial statements of Dat Phuong Group Joint Stock Company:

- Ernst & Young Vietnam Co., Ltd.
- Deloitte Vietnam Co., Ltd.
- KPMG Vietnam Company Limited (KPMG)
- A&C Auditing and Consulting Company Limited
- AASC Auditing Firm Co., Ltd. (AASC)
- PwC (Vietnam) Company Limited

**Article 9: To approve the election of the Board of Directors for the term 2026-2031, comprising the following members:**

- 1.
- 2.

**Article 10: To approve the remuneration for the Board of Directors and the Audit Committee in 2026:**

The total remuneration for the Board of Directors and the Audit Committee under the Board of Directors in 2026 shall not exceed 1.5% of the profit after corporate income tax as stated in the consolidated financial statements for 2026.

The specific remuneration for each member shall be allocated by the Board of Directors based on the assignment of duties of each member.

**Article 11**: The Board of Directors, the General Director, and relevant individuals shall be responsible for the implementation of this Resolution.

This Resolution shall take effect from the date of signing.

***Recipient:***

- As per Article 11;
- Shareholders;
- Archived at Administration - HR Department.

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

*(Signed and sealed)*

**Luong Minh Tuan**

**DRAFT**

**TRANSLATION**



**DATPHUONG  
PHUONG GROUP**

No. .../NQ-DP-DHDCD

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

*Hanoi, April 25, 2026*

**RESOLUTION  
OF THE GENERAL MEETING OF SHAREHOLDERS  
DAT PHUONG GROUP JOINT STOCK COMPANY**

Re: Approval of the supplementation of the Company's business lines

**THE GENERAL MEETING OF SHAREHOLDERS**

- Pursuant to the Law on Enterprises 2020, as amended and supplemented in 2025;
- Pursuant to the Charter of Dat Phuong Group Joint Stock Company;
- Pursuant to the Minutes of the 2026 Annual General Meeting of Shareholders of Dat Phuong Group Joint Stock Company No. 01/2026/BB-DP-DHDCD dated April 25, 2026,

**RESOLVES:**

**Article 1: Approval of the supplementation of the following business lines:**

No.	Proposed additional business lines	Business line code	Primary business line
1.	Activities of sports facilities <i>(Excluding electronic gaming activities)</i>	9311	
2.	Hotels and similar accommodation	5510	
3.	Other short-term accommodation services	5520	

**Article 2: Approval of the authorization of the General Meeting of Shareholders:**

**2.1.** To authorize the legal representative of the Company to carry out all procedures for registration of changes to business lines and notification of foreign ownership ratio at competent state authorities.

During the course of carrying out administrative procedures, in case competent authorities require adjustments, exclusions or clarification of detailed contents of business lines in order to comply with: (i) regulations on foreign ownership ratio or (ii) regulations applicable to public companies and listed companies, the General Meeting of Shareholders authorizes the legal representative to proactively decide on adjustments to the detailed contents of business lines within the scope of the business lines already

approved by the General Meeting of Shareholders and to carry out relevant procedures in accordance with laws.

2.2. To authorize the Chairman of the Board of Directors to update and amend the Company's Charter in accordance with the business lines approved by the business registration authority.

**Article 3:** The Board of Directors, the General Director of the Company and relevant individuals shall be responsible for the implementation of this Resolution.

This resolution takes effect from the date of signing.

***Recipient:***

- As per Article 3;
- Shareholders;
- Archived at Administration - HR Department.

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

*(Signed and sealed)*

**Luong Minh Tuan**



DATPHUONG

DAT PHUONG GROUP

No: 01/2025/BB/DHDCD



SOCIALIST REPUBLIC OF VIETNAM  
Independence - Freedom - Happiness

Hanoi, April 19, 2025

**TRANSLATION**

## MINUTES OF THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS

1. Name of the entity: **Dat Phuong Group Joint Stock Company.**
2. Head office address: 15th Floor, Hlandico Building, Me Tri IIa New Urban Area, Pham Hung Street, Me Tri Ward, Nam Tu Liem District, Hanoi City.
3. Business Registration Certificate No. 0101218757 issued by Hanoi Department of Planning and Investment on March 12, 2002, amended for the 22nd time on December 6, 2021.
4. Time: At 08:00 a.m., April 19, 2025.
5. Venue: National Convention Center, Pham Hung Street, Me Tri Ward, Nam Tu Liem District, Hanoi City.

### MEETING CONTENT

#### PART 1: SUMMARY OF THE MEETING

##### 1. Shareholder qualification verification report:

On behalf of the Shareholder Status Verification Committee, Mr. Pham Quang Su presented the results of the shareholder verification and shareholder representatives attending the General Meeting of Shareholders ("the Meeting") as follows:

1. Total number of shareholders with voting rights: **6,034** shareholders.
2. Total number of outstanding voting shares based on the list closed on March 14, 2025, by the Vietnam Securities Depository and Clearing Corporation: **62,999,554** shares.
3. As of 08:56 a.m. on April 19, 2025, the number of shareholders attending and authorizing attendance at the Meeting was 99 shareholders. The total number of voting shares present was: 36,554,367 shares, equivalent to 36,554,367 voting ballots, accounting for 58.023 % of the Company's total voting shares.

*(List of attending shareholders is attached to these Minutes.)*

Pursuant to the Law on Enterprises and the Company's Charter: "The General Meeting of Shareholders is valid when attended by shareholders representing more than 50% of the total voting shares." Accordingly, the 2025 Annual General Meeting of Shareholders of Dat Phuong Group Joint Stock Company was eligible to proceed.

## **II. Introduction of the Presidium, Secretariat and Counting Committee:**

The Congress elected a Presidium to run the Congress, consisting of the following members:

- Mr. Luong Minh Tuan      Position: Chairman of the Board of Directors - Chairman of the Delegation

- Mr. Pham Kim Chau Position: Vice Chairman of Board of Directors - Member

- Mr. Do Xuan Dien      Position: Chairman of the Audit Committee      - Member

The congress voted to approve with 100% of shareholders attending the meeting agreeing to the list of nominees for the Presidium.

The Presidium nominated the list of Secretariat and Counting Committee and proposed the Congress to vote for approval, including:

### **1. Secretariat:**

- Mr. Le Van Quyet      - Head of the Board

- Ms. Tran Thi Thuy Anh      - Member

### **2. Vote counting committee:**

- Mr. Nguyen Ngoc Son      - Head of the Board

- Mr. Pham Quang Su      - Member

- Ms. Le Thi Loc      - Member

The congress voted to approve with 100% of shareholders attending the meeting agreeing to the list of nominees for the Secretariat and the Vote Counting Committee of the Presidium.

## **III. Approval of the Meeting Agenda, Content, and Organizational Regulations:**

The agenda, meeting content and regulations for organizing the 2025 Annual General Meeting of Shareholders were voted and approved with 100% of shareholders attending the meeting agreeing to approve.

## **PART 2: MAIN CONTENT OF THE CONFERENCE**

### **I. Report of the Board of Directors and Independent Board Members:**

The Meeting heard Mr. **Luong Minh Tuan** - Chairman of the Board of Directors presenting the Board of Directors' Report on the governance and performance of the Board of Directors and each member of the Board of Directors in 2024; the Board of Directors' operation plan in 2025 and the Board of Directors' Report on the results of production and business activities in 2024, business plan in 2025.

The Meeting also heard Mr. **Do Xuan Dien** - Independent Board Member presenting the Report of the Independent Board Member in the Audit Committee and the Assessment Report of the Independent Board Member on the Board of Directors' activities in 2024.

### **II. Issues presented to the General Meeting of Shareholders:**

The Meeting heard Mr. **Pham Kim Chau** - Member of the Board of Directors read

the Submission No. 09/TTr -Đ PHĐ QT dated March 28, 2025 and the attached documents of the Submission (appendices on revisions to business lines and draft contracts) submitted by the Board of Directors asking for voting at the 2025 Annual General Meeting of Shareholders.

### III. Discussion session of the Meeting

**1. Summary of shareholders' opinions:** The Meeting received many opinions on the 2024 business results, the 2025 business plan and the contents of the Board of Directors' Proposal.

**2. Answering questions :** On behalf of the Presidium, Mr. Luong Minh Tuan and members responded all questions raised by the shareholders and shareholders had no other opinions.

### IV. Voting on the Proposal contents:

All voting forms and rules were approved by 100% of shareholders attending the Meeting in the Regulations on organizing the 2025 Annual General Meeting of Shareholders.

On behalf of the Counting Committee, Mr. Nguyen Ngoc Son - Head of the Counting Committee, guided the voting process.

The Meeting conducted the voting session.

### V. Voting results on the Proposal contents:

On behalf of the Vote Counting Committee, Mr. Nguyen Ngoc Son - Head of the Committee, announced the voting results via electronic voting as follows:

At the time of voting:

1. Total number of votes of shareholders attending the meeting and voting is: 39,386,603 votes.
2. Total valid votes: 39,386,603 votes.
3. Total number of invalid votes: 0 votes.
4. Voting results for each Content:

No.	Content	Voting results		
		Approved	Disapprove	No comment
1	<b>Content 1:</b> Separate and consolidated financial statements for 2024.	100.000%	0.000%	0.000%
2	<b>Content 2:</b> Report of the independent Board member in the Audit Committee and the independent Board member's evaluation report on the activities of the Board of Directors in 2024.	100.000%	0.000%	0.000%
3	<b>Content 3:</b> Report of the independent Board member in the Audit	100.000%	0.000%	0.000%

No.	Content	Voting results		
		Approved	Disapprove	No comment
	Committee and the independent Board member's evaluation report on the activities of the Board of Directors in 2024.			
4	<b>Content 4:</b> Profit distribution plan for 2024	100.000%	0.000%	0.000%
5	<b>Content 5:</b> Business plan for 2025	100.000%	0.000%	0.000%
6	<b>Content 6:</b> Approval of amendments to the company's business activities.	100.000%	0.000%	0.000%
7	<b>Content 7:</b> Approving the authorization for the Board of Directors to be responsible for reviewing and deciding on investment projects under the authority of the General Meeting of Shareholders; transactions and contracts signed between Dat Phuong Group Joint Stock Company and related parties.	94.158%	4.754%	1.088%
8	<b>Content 8:</b> Selection of the auditing firm	99.472%	0.000%	0.528%
9	<b>Content 9:</b> Board of Directors and Audit Committee remuneration in 2025	99.975%	0.000%	0.025%
10	<b>Content 10:</b> Plan for Share Issuance to Increase Charter Capital from Owner's Equity	100.000%	0.000%	0.000%

*(With attached detailed minutes of vote counting)*

Pursuant to the Organizational Regulations and the Company Charter: Items 6 and 7 are passed when approved by at least 65% of the total voting shares of all shareholders attending and voting at the Meeting. The remaining items are approved when approved by more than 50% of the total voting shares of all shareholders attending and voting at the Meeting.

Accordingly, based on the voting results, all items were approved at the Meeting.

### PART 3: APPROVAL OF THE MEETING CONTENTS

Based on the Charter of Dat Phuong Group Joint Stock Company and the vote counting results, the following contents were approved with corresponding approval rates (based on the total number of voting shares of attending and voting shareholders):

❖ **Content 1:** Approval of the 2024 separate and consolidated financial statements of Dat Phuong Group Joint Stock Company audited by A&C Auditing and Consulting Co., Ltd., including:

- a. Auditor's report
- b. Balance sheet as of December 31, 2024
- c. Report on production and business results
- d. Cash flow statement
- e. Notes to financial statements

*The corresponding approval voting rate: 100%*

❖ **Content 2:** Approval of the Board of Directors' Report on the management and performance of the Board of Directors and each member of the Board of Directors in 2024.

*The corresponding approval voting rate: 100 %.*

❖ **Content 3:** Approval of the Report of the independent Board member in the Audit Committee and the independent Board member's evaluation report on the activities of the Board of Directors in 2024.

*The corresponding approval voting rate: 100 %.*

❖ **Content 4: Profit distribution plan for 2024 as follows:**

<b>1. Last year's profit carried forward</b>	<b>:</b>	<b>382,153,106,960</b>	<b>VND</b>
<b>2. Profit after tax of Parent Company in 2024</b>	<b>:</b>	<b>190,318,664,789</b>	<b>VND</b>
3. Welfare fund allocation	:	0	VND
4. Bonus fund allocation	:	1,000,000,000	VND
5. Development investment fund allocation	:	0	VND
<b>6. Remaining profit in 2024</b>	<b>:</b>	<b>189,318,664,789</b>	<b>VND</b>
<b>7. Accumulated undistributed profit after tax up to 2024:</b>	<b>:</b>	<b>571,471,771,749</b>	<b>VND</b>

*\* Profit distribution plan for 2024 is as follows:*

a) Cash dividends to shareholders in 2024 in cash at a rate of 10% of par value, equivalent to 1,000 VND per share.

Dividend recipients: Existing shareholders whose names are on the list at the shareholder record date.

b) Remaining profit to be retained for reinvestment: **the value after fund**

**allocations and dividend distribution.**

\* Authorize the Board of Directors to implement the details of dividend payment.

*The corresponding approval voting rate: 100 %.*

❖ **Content 5: Approval of 2025 business plan:**

**1. Parent Company Business Plan:**

1. Net revenue	:	3,751.9	billion dong
2. Profit before tax	:	215.1	billion dong
3. Profit after tax	:	191.5	billion dong
4. Expected dividend	:	5%-10%	

**2. Consolidated Business Plan:**

1. Net revenue	:	4,755.5	billion dong
2. Profit before tax	:	416.9	billion dong
4. Profit after tax	:	376.9	billion dong
5. Profit after tax of parent company	:	284.4	billion dong

*The corresponding approval voting rate: 100 %.*

❖ **Content 6: Approval of amendments to the company's business activities:**

In order to comply with legal regulations and the Company's production and business requirements, the General Meeting of Shareholders approved the addition and amendment of details of the Company's business lines according to the content presented in the Appendix attached to the Proposal.

*(Attached: Appendix supplementing and amending details of business lines of Dat Phuong Group Joint Stock Company).*

Authorize the Legal Representative to carry out procedures for business line adjustment with competent authorities and decide on matters arising during implementation to ensure legal compliance.

Authorization for the Chairman of the Board of Directors to amend the Company Charter to reflect the revised business lines in accordance with regulations.

The General Meeting of Shareholders authorizes the Chairman of the Board of Directors to update and amended the Charter to reflect the revised business lines in accordance with regulations.

*The corresponding approval voting rate: 100 %.*

❖ **Content 7: Approval of Authorization to the Board of Directors Responsible for reviewing and deciding on investment projects under the authority of the General Meeting of Shareholders; transactions and contracts signed between Dat Phuong Group Joint Stock Company and related parties including:**

7.1. Decision to invest in a project with a value of 35% or more of the total asset

value recorded in the Company's most recent Financial Report.

7.2. Approve the transactions and contracts signed between the Company and related parties within the authority of the General Meeting of Shareholders.

*(Draft contracts are attached to the Submission).*

*The corresponding approval voting rate: 94,158 %.*

❖ **Content 8: Approval of audit firm selection:**

The General Meeting of Shareholders authorizes the Board of Directors to select a company from the following list of companies to audit the 2025 Financial Statements of Dat Phuong Group Joint Stock Company:

- Ernst & Young Vietnam Co., Ltd.
- Deloitte Vietnam Company Limited
- KPMG Vietnam Company Limited (KPMG)
- A&C Auditing and Consulting Company Limited
- AASC Auditing Firm Company Limited (AASC)
- PwC (Vietnam) Limited.

*The corresponding approval voting rate: 99.472 %.*

❖ **Content 9: Approval of remuneration of the Board of Directors and Audit Committee:**

The General Meeting of Shareholders approved the remuneration level of the Board of Directors and Audit Committee in 2025:

Total remuneration of the Board of Directors and the Audit Committee under the Board of Directors in 2025 is maximum 2.0% "x" Profit after corporate income tax on the Consolidated Financial Statements in 2025.

The specific remuneration of each member is allocated by the Board of Directors based on the work assignment of each member.

*The corresponding approval voting rate: 99.975 %.*

❖ **Content 10: Approval of the plan to issue shares to increase equity capital from owner's equity:**

The General Meeting of Shareholders approved the plan to issue shares to increase share capital from owner's equity with the following contents:

**I. ISSUANCE PLAN:**

- |                                 |   |  |
|---------------------------------|---|--|
| <b>1. Stock name</b>            | : | Shares of Dat Phuong Group Joint Stock Company<br>( <i>Stock code: DPG</i> )   |
| <b>2. Type of shares issued</b> | : | Common stock   |
| <b>3. Face value</b>            | : | 10,000 ( <i>ten thousand</i> ) VND/share   |
| <b>4. Eligible recipients</b>   | : | Existing shareholders whose names appear on the shareholder register provided by the Vietnam Securities Depository and Clearing Corporation ("VSDC") on the record date for determining shareholders entitled to |

- receive additional shares issued to increase charter capital from owner's equity.
5. **Issuance method** : Issuance of shares to increase charter capital from owner's equity through the exercise of rights.
  6. **Issuance ratio** : 60% (*number of shares to be issued/number of shares outstanding*)
  7. **Exercise ratio** : Real rights ratio 100:60. Each shareholder owning 01 share is entitled to 01 right to receive additional issued shares, a shareholder owning 100 rights will receive 60 new shares.
  8. **Number of shares outstanding** : 62,999,554 shares
  9. **Number of shares expected to be issued** : 37,799,732 shares
  10. **Plan for handling fractional shares** : The number of additional shares issued will be rounded to the nearest whole number, the fractional shares arising (if any) will be canceled and considered not issued.  
*For example: On the record date for exercising rights, shareholder A owns 101 shares. With the exercise ratio of 100:60, shareholder A will receive  $101 \times 60 / 100 = 60.6$  new shares. Thus, shareholder A will receive 60 shares, the remaining 0.6 will be canceled.*
  11. **Implementation capital** : Undistributed profit after tax are determined according to the Company's 2024 audited separate financial statements.
  12. **Time of execution** : Expected in 2025

## II. REGISTER FOR LISTING AND DEPOSITION OF ALL ADDITIONAL SHARES ISSUED

All additional shares to be issued will be registered for listing on the Ho Chi Minh City Stock Exchange ("HOSE") and for depository registration with VSDC after the completion of the issuance in accordance with legal regulations.

## III. APPROVAL OF AUTHORIZATION:

The General Meeting of Shareholders authorizes the Board of Directors to decide on matters related to the issuance of shares to increase share capital from equity, including but not limited to:

- Approve the detailed issuance plan according to the plan approved by the General Meeting of Shareholders;

- Prepare a registration dossier for issuing shares to the State Securities Commission;

- Choose the time of issuance and the time of exercising rights according to regulations;

- Carry out procedures to implement additional listing registration at HOSF and additional deposit registration at VSDC for the number of shares issued according to the plan approved by the General Meeting of Shareholders after completing the issuance;

- Carry out procedures to change the Company's business registration contents related to changing the charter capital according to the actual results of the issuance with the competent State agency after completing the issuance;

- Amend the contents related to charter capital, shares, and stocks in the Company's Charter of Organization and Operation after completing the issuance;

- Perform other related tasks to complete assigned work;

- Depending on each specific case, the Board of Directors is authorized to the General Director to perform one or more of the specific tasks mentioned above.

*The corresponding approval voting rate: 100 %.*

**Dear Shareholders,**

After four hours of proceedings, the 2025 Annual General Meeting of Shareholders of Dat Phuong Group Joint Stock Company has successfully approved all matters in the Meeting Agenda and concluded successfully at 12h00 on the same day.

The Meeting Minutes of the 2025 Annual General Meeting of Shareholders of Dat Phuong Group Joint Stock Company serve as the legal basis for the issuance of the General Meeting's Resolution.

The Minutes are made in two copies and were read aloud by the Secretariat before the Meeting. All shareholders attending the General Meeting voted 100% in agreement to approve these Minutes.

**On behalf of the Secretariat  
Chief of Secretariat**

*(Signed)*

**Le Van Quyet**

**On behalf of the Presidium  
Chairman**

*(Signed and Sealed)*

**Luong Minh Tuan**



**DATPHUONG**  
**DAT PHUONG GROUP**



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

*Hanoi, April 19, 2025*

**TRANSLATION**

## **RESOLUTION**

### **GENERAL MEETING OF SHAREHOLDERS DAT PHUONG GROUP JOINT STOCK COMPANY**

On the approval of contents at the 2025 Annual General Meeting of Shareholders

### **GENERAL MEETING OF SHAREHOLDERS**

- Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020;
- Pursuant to the Charter of Dat Phuong Group Joint Stock Company;
- Pursuant to the Minutes of the 2025 Annual General Meeting of Shareholders of Dat Phuong Group Joint Stock Company No. .../2025/BB/ĐHĐCĐ dated April 19, 2025;

## **RESOLUTION**

**Article 1 :** Approval of the separate and consolidated financial statements for 2024 of Dat Phuong Group Joint Stock Company audited by A&C Auditing and Consulting LLC, including:

- a. Auditor's report
- b. Balance sheet as of December 31, 2024
- c. Report on production and business results
- d. Cash flow statement
- e. Notes to financial statements

**Article 2 :** Approval of Board of Directors' Report on governance and performance of the Board of Directors and each member of the Board in 2024.

**Article 3:** Approve the Report of the independent Board member in the Audit Committee and the independent Board member's evaluation report on the activities of the Board of Directors in 2024.

**Article 4 :** Approval of Profit distribution plan for 2024:

- |   |   |                     |
|---|---|---------------------|
| 1. Last year's profit carried forward         | : | 382,153,106,960 VND |
| 2. Profit after tax of Parent Company in 2024 | : | 190,318,664,789 VND |

3. Welfare fund allocation	:	0	VND
4. Bonus fund allocation	:	1,000,000,000	VND
5. Development Investment Fund allocation	:	0	VND
<b>6. Remaining profit in 2024</b>	:	<b>189,318,664,789</b>	<b>VND</b>
<b>7. Accumulated undistributed profit after tax up to 2024:</b>	:	<b>571,471,771,749</b>	<b>VND</b>

*\* Proposed profit sharing plan for 2024 as follows:*

a) Cash dividend payment to shareholders for 2024 at a rate of 10% of par value, equivalent to VND 1,000 per share.

Eligible shareholders: Shareholders listed in the register as of the record date.

b) Retained earnings for reinvestment: **is the remaining value after deducting fund allocations and dividends.**

\* Authorize the Board of Directors to implement the details of dividend payment process.

#### **Article 5. Approval of the 2025 business plan:**

##### **1. Parent Company's Business Plan:**

1. Net revenue	:	3,751.9	billion dong
2. Profit before tax	:	215.1	billion dong
3. Profit after tax	:	191.5	billion dong
4. Expected dividend	:	<b>5- 10 %</b>	

##### **2. Consolidated Business Plan:**

1. Net revenue	:	4,755.5	billion dong
2. Profit before tax	:	416.9	billion dong
3. Profit after tax	:	376.9	billion dong
4. Profit after tax of parent company	:	284.4	billion dong

#### **Article 6: Approval of amendments to the company's business activities:**

Approving the detailed amendment of the Company's business lines according to the content presented in the Appendix attached to the Submission.

*(Attached: Appendix amending detailed business lines of Dat Phuong Group Joint Stock Company).*

Authorize the Legal Representative to carry out procedures for amending business lines with the competent State authority and to decide on related matters during the implementation process to ensure compliance with legal regulations.

The General Meeting of Shareholders authorizes the Chairman of the Board of Directors to update and amend the Company Charter in accordance with regulations.

**Article 7:** Through the authorization for the Board of Directors to be responsible for reviewing and deciding on investment projects under the authority of the General Meeting of Shareholders; transactions and contracts signed between Dat Phuong Group Joint Stock Company and related parties including:

7.1. Decision to invest in a project with a value of 35% or more of the total asset value recorded in the company's most recent Financial Report.

7.2. Approve and ratify transactions and contracts signed between the company and related parties within the authority of the General Meeting of Shareholders.

*(with draft of contracts)*

**Article 8: Approve the selection of auditing firm:**

The General Meeting of Shareholders authorizes the Board of Directors to select a company from the following list of companies to audit the 2025 Financial Statements of Dat Phuong Group Joint Stock Company:

- Ernst & Young Vietnam Co., Ltd.
- Deloitte Vietnam Company Limited
- KPMG Vietnam Company Limited (KPMG)
- A&C Auditing and Consulting Company Limited
- AASC Auditing Firm Company Limited (AASC)
- PwC (Vietnam) Limited

**Article 9: Board of Directors and Audit Committee remuneration:**

Total remuneration of the Board of Directors and the Audit Committee under the Board of Directors in 2025 is maximum 2.0% "x" Profit after corporate income tax on the Consolidated Financial Statements in 2025.

The specific remuneration of each member is allocated by the Board of Directors based on the work assignment of each member.

**Article 10 : Approving the plan to issue shares to increase share capital from owner's equity with the following contents:**

**I. ISSUANCE PLAN:**

- |                                 |   |
|---------------------------------|---|
| <b>1. Stock name</b>            | : Shares of Dat Phuong Group Joint Stock Company<br>( <i>Stock code: DPG</i> )  |
| <b>2. Type of shares issued</b> | : Common share  |
| <b>3. Par value</b>             | : 10,000 ( <i>ten thousand</i> ) VND/share  |
| <b>4. Eligible recipients</b>   | : Existing shareholders whose names appear on the shareholder register provided by the Vietnam Securities Depository and Clearing Corporation |

- (“VSDC”) on the record date for determining shareholders entitled to receive additional shares issued to increase charter capital from owner’s equity.
- 5. Issuance method** : Issuance of shares to increase charter capital from owner’s equity through the exercise of rights.
- 6. Issuance ratio** : 60% (*number of shares to be issued/number of shares outstanding*)
- 7. Exercise ratio** : Real rights ratio 100:60. Each shareholder owning 01 share is entitled to 01 right to receive additional issued shares, a shareholder owning 100 rights will receive 60 new shares.
- 8. Number of shares outstanding** : 62,999,554 shares
- 9. Number of shares to be issued** : 37,799,732 shares
- 10. Plan for handling fractional shares and fractional shares** : The number of additional shares issued will be rounded down to the nearest whole number, the fractional shares arising (if any) will be canceled and considered not issued.  
*For example: On the record date for exercising rights, shareholder A owns 101 shares. With the exercise ratio of 100:60, shareholder A will receive  $101 \times 60 / 100 = 60.6$  new shares. Thus, shareholder A will receive 60 shares, the remaining 0.6 will be canceled.*
- 11. Implementation capital** : Undistributed profit after tax are determined according to the Company's 2024 audited separate financial statements.
- 12. Time of execution** : Expected in 2025

## II. REGISTER FOR LISTING AND DEPOSITION OF ALL ADDITIONAL SHARES ISSUED

All additional shares issued will be registered for listing at the Ho Chi Minh City Stock Exchange (“HOSE”) and registered for deposit at VSDC after completing the issuance in accordance with the provisions of law.

## III. AUTHORIZATION APPROVAL:

The General Meeting of Shareholders authorizes the Board of Directors to decide on matters related to the issuance of shares to increase share capital from equity, including but not limited to:

- Approve the detailed issuance plan according to the plan approved by the General Meeting of Shareholders;

- Prepare a registration dossier for issuing shares to the State Securities Commission;
- Choose the time of issuance and the time of exercising rights according to regulations;
- Carry out procedures to implement additional listing registration at HOSE and additional deposit registration at VSDC for the number of shares issued according to the plan approved by the General Meeting of Shareholders after completing the issuance;
- Carry out procedures to change the Company's business registration contents related to changing the charter capital according to the actual results of the issuance with the competent State agency after completing the issuance;
- Amending the Company's Charter regarding charter capital, shares, and stock structure after completing the issuance;
- Perform other related tasks to complete assigned work;
- Depending on each specific case, the Board of Directors is authorized to the General Director to perform one or more of the specific tasks mentioned above.

**Article 11 :** The Board of Directors, General Director of the Company and related individuals are responsible for implementing this Resolution.

This Resolution takes effect from the date of signing.

**Recipient:**

- As Article 11;
- Shareholders;
- Save.

**ON BEHALF OF GENERAL MEETING  
OF SHAREHOLDERS  
CHAIRMAN OF BOARD OF DIRECTORS**

*(Signed and sealed)*

**Luong Minh Tuan**





TRANSLATION

**APPENDIX**  
**SUPPLEMENTING AND AMENDING OF DETAILS BUSINESS LINES**  
**OF DAT PHUONG GROUP JOINT STOCK COMPANY**

**1. Proposed additional business lines and professions for registration**

No.	Business Line	Industry code
1.	Construction of residential buildings	4101
2.	Construction of non-residential buildings	4102
3.	Construction of railway projects	4211
4.	Construction of road projects	4212
5.	Construction of power projects <i>(Excluding: Construction and operation of multipurpose hydropower and nuclear power projects of special economic-social importance)</i>	4221
6.	Construction of water supply and drainage projects	4222
7.	Construction of telecommunications and communication projects	4223
8.	Construction of other public utility projects	4229
9.	Construction of waterway projects	4291
10.	Construction of mining projects	4292
11.	Construction of processing and manufacturing facilities	4293
12.	Installation of electrical systems, water supply and drainage systems, and other construction installations	4321

**2. Industry and business lines proposed for detailed amendment**

No.	Business Line	Industry code
1.	Market research and public opinion polling activities <i>(Exclusion: Public opinion polling)</i>	7320
2.	Advertising activities <i>(Exclusion: tobacco advertising)</i>	7310

**DRAFT**



**LOAN AGREEMENT**

No.: ...../IIDVV/DPG-.....

*(Note: This draft agreement includes key terms. The agreement shall only be executed based on the negotiation of each clause in alignment with the business activities of the parties and in compliance with legal requirements.)*

Today, on the ... day of ..., 202..., at the office of Dat Phuong Group Joint Stock Company, we, the undersigned parties, agree as follows:

**LENDER (PARTY A): DAT PHUONG GROUP JOINT STOCK COMPANY**

Business Registration Number: 0101218757  
Address: 15th Floor, Handico Building, Me Tri IIa New Urban Area, Pham Hung Street, Me Tri Ward, Nam Tu Liem District, Hanoi City, Vietnam  
Phone: +84 24 3783 0856  
Fax: +84 24 3783 0859  
Representative: .....  
Position: .....  
Account Number: .....

**BORROWER (PARTY B): [COMPANY NAME]**

Business Registration Number: .....  
Address: .....  
Phone: .....  
Representative: .....  
Position: .....  
Account Number: ..... at [Bank Name]



The parties agree to enter into this loan agreement for the purpose of supporting Party B's business activities under the following terms and conditions:

**Article 1. Loan Details**

- Loan Amount: Party A agrees to lend Party B the amount of: ..... VND (in words: .....).
- Purpose of Loan: To support Party B's business operations.
- Loan Term: ..... months from the date Party B receives the funds from Party A.
- Interest Rate: .....% per annum, calculated on the total on-term loan amount. In case Party B fails to repay the principal and interest on the due date without any other agreement with Party A, Party B shall bear an overdue interest rate of .....% of the on-term interest rate.

- Loan Interest: Calculated as the outstanding principal multiplied by the interest rate multiplied by the actual loan period in days divided by 365. Interest is payable at the end of the term or upon full repayment of the loan principal, whichever occurs earlier.

- Loan Disbursement Method: Party A will transfer the loan amount to Party B's account as follows:

- Account Holder: [Company Name]

- Account Number: .....

- Bank Name: .....

### **Article 2. Rights and Obligations of Party A**

- Party A shall have the rights and obligations as stipulated in its operating regulations.

- Party A may require Party B to fulfill the obligations committed to in this loan agreement.

- Party A has the right to inspect the use of the loan, suspend the loan, terminate the loan, or recall the loan early if Party B is found to provide false information, misuse the loan for purposes other than specified in this agreement, or violate any terms of the agreement.

- Party A shall disburse the loan amount to Party B as agreed.

- Party A has the right to receive repayment of the principal and interest from Party B on the due date.

### **Article 3. Rights and Obligations of Party B**

- Party B has the rights and obligations as stipulated in its operating regulations.

- Party B may require Party A to fulfill its obligations under this loan agreement.

- Party B may reject Party A's requests that are not in accordance with this agreement.

- Party B must use the loan for the agreed purposes and is responsible under the law for failing to comply with this agreement.

- Party B must repay the principal and interest in full and on time. If Party B wishes to terminate this agreement early, Party B must notify Party A at least one day in advance and settle all outstanding debts at the time of repayment.

### **Article 4. Amendments, Supplements, and Termination**

- The terms of this agreement may be amended or supplemented by mutual agreement of the parties. Any amendments or supplements must be in writing, signed by both parties, and form an integral part of this agreement.

- This agreement will be automatically terminated once Party B fulfills all obligations under this agreement.

### **Article 5. Dispute Resolution**

- Any disputes arising from or related to this agreement shall be resolved through negotiation in the spirit of equality and mutual benefit. If the parties cannot resolve the



dispute, it shall be referred to the Vietnam International Arbitration Center (VIAC) under its Arbitration Rules.

**Article 6. Validity**

- This agreement takes effect from the date of signing and terminates when all obligations have been fulfilled by both parties.

- This agreement is made in two (02) originals of equal legal validity, with each party keep one (01) original.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**



DRAFT



## GUARANTEE AGREEMENT

No.: .... /202... /.... /HĐBĐ-.....

*(Note: This draft agreement is prepared based on the template proposed by the Credit Institution. The agreement shall only be executed following negotiations of each clause in accordance with the business activities of the parties and compliance with legal requirements.)*

This Guarantee Agreement ("**Agreement**") is made on the ... day of ..., 202... by and between the following parties:

**I. Guarantor** : **Dat Phuong Group Joint Stock Company**  
Registered Address : 15th Floor, Handico Building, Me Tri Ha New Urban Area, Pham Hung Street, Me Tri Ward, Nam Tu Liem District, Hanoi City, Vietnam  
Business Registration Number : 0101218757, issued by the Department of Planning and Investment of Hanoi on March 12, 2002, with the 22<sup>nd</sup> amendment registered on December 6, 2021.  
Phone : 02437.830.856 Fax: 024.37.830.859  
Representative : ..... Position: .....

**II. Obligor (Party Whose Obligations Are Secured)** : **[Company Name] .....**  
Registered Address : .....  
Business Registration Number : .....  
Phone : ..... Fax : .....  
Representative : ..... Position: .....

and

**III. Guarantee Beneficiary** : **[Bank Name] .....**  
Business Registration Number : .....  
Registered Head Office Address : .....  
Managing Customer Unit : ..... Branch .....  
Address : .....  
Phone : .....  
Representative : ..... Position: .....

**NOW, THEREFORE**, the parties hereby agree and covenant to execute this Agreement under the following terms and conditions:

## Article 1. Definitions

In this Contract, the following terms shall be understood as follows:

**"Obligor"** refers to [Company Name]..... (with the details provided in the "Parties to the Contract" section above) and any organization or individual who succeeds the obligations (including heirs of the Obligor, if any), assignees, or transferees of the obligations of [Company Name]... based on division, separation, consolidation, merger, reorganization, or transfer of the obligations of the Obligor.

**"Guarantor"** refers to Dat Phuong Group Joint Stock Company (with the details provided in the "Parties to the Contract" section above) and any organization or individual who succeeds the obligations (including heirs of the Guarantor, if any), assignees, or transferees of the obligations of Dat Phuong Group Joint Stock Company based on division, separation, consolidation, merger, reorganization, or transfer of the obligations of the Guarantor.

**"Beneficiary of Guarantee" or "Bank"** refers to [Bank Name], where the entity representing customer management, directly signing the Contract, and performing the rights and obligations of the Beneficiary of Guarantee under this Contract is [Bank Branch Name]. It also refers to any organization or individual who succeeds the rights and obligations, or receives an assignment or transfer of rights and obligations from the Beneficiary of Guarantee based on division, separation, consolidation, merger, reorganization, or transfer of rights and obligations as stipulated by law or the internal regulations of the Bank.

**"Credit Agreement"** refers to the agreements and arrangements regarding the granting of credit through the following forms: loans, guarantees, document discounting, overdraft limits, letter of credit issuance, credit card issuance and usage, factoring, and other forms of credit provided under agreements between the Obligor and the Bank, including annexes, amendments, supplementary documents, debt acknowledgment agreements, and related documents of such Credit Agreements as defined below:

**"Credit Contract" (HDTD)** refers to Credit Contract No. ...

## Article 2. Guaranteed Obligations and Scope of Guarantee

1. Scope of Guarantee: The Guarantor agrees to guarantee the full performance of all obligations of the Obligor to the Bank (including both current and future obligations) arising from the Credit Agreements as defined in Article 1 of this Contract. These obligations include, but are not limited to, the obligations to repay principal, interest, fees, compensation for damages, costs related to the handling of collateral (such as custody fees, storage fees, valuation fees, publication costs, sale/auction costs, legal fees, penalties, etc.), and all other related obligations. The value of the Credit Agreements is not limited, and the Obligor and the Bank have the right to determine the value of the Credit Agreements. Upon the signing of the Credit Agreements, neither the Bank nor the Obligor is obligated to notify the Guarantor.

2. The scope of the guarantee will be reduced accordingly with the portion of the debt that has been repaid.

3. The Guarantor's responsibility under this clause includes cases where the Obligor is required to repay the debt ahead of schedule due to a breach of obligations, or according to other agreements specified in the Credit Agreements signed with the Bank.

4. The guaranteed obligations under this Contract include the obligations of the Obligor at [Bank Name] (including the Head Office, Branches, and affiliated Transaction Offices).

### **Article 3. Term of Guarantee**

1. Term of Guarantee: The Guarantor's obligation under this Contract shall take effect from the date of signing the Contract and will terminate upon the occurrence of any of the following events:

- a) The Obligor has fulfilled all guaranteed obligations, including future obligations as specified in Article 2 of this Contract.
- b) The Guarantor has fulfilled the guarantee obligations under this Contract.
- c) The Guarantor/Obligor has provided a substitute security measure approved by the Bank as specified in Article 11 of this Contract.

2. In the event that the obligations under this Contract terminate by mutual agreement of the parties, the Guarantor's guarantee obligation shall automatically terminate.

### **Article 4. Representations and Warranties of the Guarantor**

1. The Guarantor unconditionally and irrevocably commits to fulfill the guarantee obligations under this Contract.

2. The Guarantor undertakes to perform the obligations on behalf of the Obligor in the event that the Obligor fails to perform or improperly performs the obligations under the Credit Agreement, even if the Bank terminates the Credit Agreement early and takes measures to recover the debt early due to the Obligor's breach of the Credit Agreement.

3. The Guarantor warrants its legal capacity, authority, reputation, and financial ability to fulfill the payment obligations of the Obligor to the Bank within the scope of the guarantee as specified in Article 2 of this Contract.

4. There are no ongoing, pending, or anticipated judicial, arbitration, or administrative procedures that, to the knowledge of the Guarantor, threaten the Guarantor or its assets and may affect the legality and enforceability of this Contract.

5. The Guarantor has the authority to sign and perform this Contract and has completed all necessary internal procedures and any other necessary procedures to be authorized to sign and execute this Contract.

6. The Guarantor grants an irrevocable power of attorney to the Bank to debit the Guarantor's deposit account at the Bank and at other credit institutions to fulfill the guarantee obligations if the Guarantor fails to perform the guarantee obligations when due.

7. The Guarantor agrees to comply with the legal regulations and the provisions in this Contract.

### **Article 5. Cases Requiring Performance of Guarantee Obligations**

When one of the following situations occurs, the Beneficiary of the Guarantee has the right to request the Guarantor to perform the guarantee obligation:

1. When the deadline for performing the guaranteed obligations under Article 2 of this Agreement has passed, and the Obligated Party fails to perform or does not perform the obligations correctly or fully.

2. When the Obligated Party is required to perform the obligations ahead of schedule due to a breach of the obligations or based on other grounds provided by law, but fails to perform or

does not perform the obligations correctly or fully.

3. Whenever the Bank has clear evidence that the Obligated Party is no longer capable of performing its obligations or unable to perform its obligations fully, even though the obligations stated in Article 2 of this Agreement have not yet reached their due date.

#### **Article 6. Notification of Guarantee Obligation Performance**

1. The Bank shall notify the Guarantor in writing of the performance of the guarantee obligations when the basis for performing the guarantee obligation arises as specified in Article 5 of this Agreement.

2. The Guarantor must perform the guarantee obligation immediately upon receiving the Bank's notification. The Bank must provide evidence of the breach by the Obligated Party in cases where the notification to perform the guarantee obligation is made under paragraph 2 or paragraph 3 of Article 5 of this Agreement.

#### **Article 7. Rights and Obligations of the Guarantor**

##### **1. Rights of the Guarantor:**

a) The Guarantor has all the rights and obligations as a security provider when using its own assets to secure the performance of the guarantee obligation.

b) The Guarantor may require the Obligated Party to perform the obligations if the Obligated Party still has the ability to do so; however, this right does not affect the Guarantor's obligation to perform the guarantee obligation at the Bank's request.

c) If the Obligated Party and the Bank have established security measures to secure the full or partial performance of the guaranteed obligations, then after performing the guarantee obligations, the Guarantor will be entitled to recover the same secured assets to ensure the performance of the Obligated Party's obligations to the Guarantor.

d) The Guarantor may require the Obligated Party to (i) fulfill the agreed obligations, (ii) provide financial capability documents, documents related to the guarantee transaction, production and business reports, financial statements, and information about the performance of obligations related to the guarantee transaction.

e) The Guarantor may evaluate the financial plan and debt repayment plan of the Obligated Party; and submit a written request to the Bank to terminate the loan and recover the debt prematurely if the Guarantor finds that the Obligated Party is violating the law or breaching the Credit Contract.

f) The Guarantor shall cooperate with the Bank to urge the Obligated Party to fulfill all obligations agreed upon in the Credit Contract signed with the Bank.

g) The Guarantor shall be notified by the Bank of any changes in the content of the Credit Contract.

##### **2. Obligations of the Guarantor:**

a) To pay the principal, interest, fees, and penalties (if any) on behalf of the Obligated Party when the Obligated Party fails to fully or partially fulfill its repayment obligations to the Bank under the Credit Contract.

b) To truthfully notify third-party rights over the assets transferred to the Bank for enforcement of the guarantee obligation.

c) To take measures such as mortgaging, pledging, or escrow of assets upon the Bank's request at any time during the effectiveness of this Agreement if the Bank provides reasonable evidence of a decrease in the financial capacity of the Obligated Party and/or the Guarantor. The specific measures for mortgaging, pledging, or escrow will be established in a separate agreement. In such cases, the Guarantor must deliver the assets or asset documents to the Beneficiary or a third party as agreed for enforcement in case of non-performance or improper performance of the guarantee obligations.

d) The Guarantor shall not transfer or hide its assets in an attempt to evade performing the guarantee obligations.

e) The Guarantor shall fulfill all obligations under this Agreement.

## **Article 8. Rights and Obligations of the Obligated Party**

### **1. Rights of the Obligated Party:**

a) To request the Guarantor to perform the guarantee obligations in accordance with the terms of this Agreement.

b) To receive credit from the Bank under the Credit Contract (HĐCTD).

### **2. Obligations of the Obligated Party:**

a) To provide accurate and complete documents and reports related to the loan transaction and loan guarantee, as requested by the Guarantor and the Bank.

b) To accept the debt obligation and repay to the Guarantor the amount that the Guarantor has paid on behalf of the Obligated Party, including principal, interest, and any costs arising directly from the performance of the guarantee obligation.

c) To be subject to inspection by the Guarantor and the Bank regarding activities related to the guarantee transaction and loan transaction.

d) To comply with the agreements in the Credit Contract and to adhere to the regulations on credit guarantees as stipulated by law.

## **Article 9. Rights and Obligations of the Bank**

### **1. Rights of the Bank:**

a) To notify and request the Guarantor to perform the guarantee when the deadline for fulfilling the obligations arises, and the Obligated Party fails to perform or does not properly perform the repayment obligations, or is unable to fulfill them even though the obligations have not yet become due.

b) After notifying the Guarantor as specified in Articles 5 and 6 of this Agreement, the Bank has the right to:

- Request the Court to apply emergency measures to the Guarantor's assets if the Guarantor shows signs of asset concealment to avoid performing the obligation;

- Request individuals who illegally obstruct the Bank's rights to stop such actions, and if they do not, the Bank may request the Court or other competent authorities to force them to cease the violation.

c) To request the Guarantor to pledge, mortgage, or escrow assets to secure the performance of the guarantee obligation during the term of this Agreement.

d) To exercise all the rights and obligations of a pledgee, mortgagee, or escrow holder in the event the Guarantor pledges, mortgages, or escrows assets to secure the guarantee obligation.

e) To request the Guarantor to provide relevant documents related to the guarantee.

f) To handle the assets pledged by the Obligated Party (if any) according to the terms of the Security Agreement between the Obligated Party and the Bank and in accordance with legal regulations. The Bank has full discretion in deciding which enforcement measure to take first (whether to request the performance of the guarantee obligation under this Agreement or to handle the collateral as stipulated in the Security Agreement).

g) Other rights as per this Agreement and the applicable law.

## **2. Obligations of the Bank:**

a) To return the collateral (if any) to the Guarantor once the Obligated Party and/or the Guarantor has fully performed the guaranteed obligations.

b) To fulfill the commitments made with the Obligated Party in the Credit Contracts secured by this Agreement.

## **Article 10. Performance of Guarantee Obligations**

Within 5 days (unless the Bank specifies a specific deadline for the performance of the guarantee in the written notification) from the date the Bank submits a written request to the Guarantor as stipulated in Article 12 of this Agreement, with *(i) the reason specified in Article 5 of this Agreement (without the need for any documents or evidence, although in necessary cases, at its sole discretion, the Bank may consider sending relevant documents to the Guarantor) and (ii) the specific amount requested within the guarantee limit*, the Guarantor must immediately transfer the requested amount to the Bank to fulfill the guarantee obligation of repaying the debt on behalf of the Obligated Party.

## **Article 11. Change of Guarantee Measures**

The Guarantor may change the method of guarantee by providing an alternative form of security, subject to the Bank's approval. In this case, the Bank and the Guarantor will sign a new agreement.

## **Article 12. Other Provisions**

1. Notifications: All notifications and correspondence between the parties must be in writing, signed (with the seal) by the authorized representatives and sent to the address specified in the introduction of this Agreement (unless there is a written notice of address change). If the Guarantor changes its address without notifying the Bank, it will be considered that the address agreed upon remains unchanged, and the Guarantor will be responsible for any consequences related to the failure to update the new address to the Bank.

### **2. Determining the Receipt of Notifications:**

a) Sending notifications via courier service: In all cases, the Guarantor is deemed to have received the notification or correspondence sent by the Bank through the courier service once the Bank has sent it, provided that if the courier service does not return the notification/letter within 3 working days, the notification will be deemed delivered.

b) Sending notifications directly: The Bank sends notifications or correspondence directly

to the Guarantor. If the Guarantor does not receive it or is unavailable at the specified address, the Bank will send the notification/letter to the local People's Committee (UBND) of the area where the address is located. The Guarantor is deemed to have received the notification/letter after the Bank has sent it to the UBND three times.

3. Amendments and Supplements to the Agreement: Any amendments or supplements to this Agreement must be agreed upon in writing by all parties, signed by authorized representatives. These changes will replace or supplement corresponding provisions in this Agreement, while the remaining provisions will continue to apply as is.

4. Assignment of Rights and Obligations:

a) The Guarantor cannot transfer, assign, swap, or dispose of any rights, benefits, or obligations under this Agreement without prior written consent from the Bank.

b) The Bank may transfer or assign its rights under this Agreement to a third party, in accordance with the Credit Agreement secured by this Guarantee Agreement.

5. Applicable Law and Dispute Resolution:

a) This Agreement is governed by the laws of Vietnam.

b) Any disputes arising during the performance of this Agreement will be resolved through fair negotiations between the two parties. If the dispute cannot be settled through negotiation, the parties will submit the matter to the competent Court for resolution.

c) All parties agree to request the Court to resolve the dispute through simplified procedures.

### **Article 13. Implementation Clauses**

1. This contract shall be effective from the date of signing and shall terminate under the following circumstances:

a) The guarantee obligation has been fully performed by all parties.

b) The guarantee obligation is terminated according to the law.

c) The person whose obligations are secured has fully performed their obligations to the Bank.

d) The Bank agrees to cancel the guarantee according to the provisions of the law.

e) The guarantee is replaced by another security measure as provided in Article 11 of this contract.

2. After the contract terminates, it is considered liquidated. If necessary, one party may request the other to prepare a contract liquidation record.

3. This contract is made in 05 original copies, each with equal legal validity. The Bank retains 03 copies, the Guarantor keeps 01 copy, and the Person whose obligations are secured keeps 01 copy.

**THE GUARANTOR**

**THE PERSON WHOSE  
OBLIGATIONS ARE SECURED**

**BANK  
REPRESENTATIVE**

**DRAFT**



**MATERIAL SUPPLY CONTRACT**

No.: ...../HDMB/.....

*(Note: This draft contract contains the main clauses. The contract will only be signed based on the results of negotiations of each clause in accordance with the business operations of the parties and in compliance with legal requirements.)*

- Pursuant to the Civil Code No. 91/2015/QH13 of the National Assembly of the Socialist Republic of Vietnam, passed on November 24, 2015, at the 10th session of the 13th National Assembly;

- Pursuant to the Commercial Law No. 36/2005/QH11 of the National Assembly of the Socialist Republic of Vietnam, passed on June 14, 2005, at the 7th session of the 11th National Assembly;

- Based on the capabilities and needs of the parties.

Today, on [date], the **Material Supply Contract** (hereinafter referred to as the "**Contract**") is signed by and between:

**Buyer** : **DAT PHUONG GROUP JOINT STOCK COMPANY**  
Address : 15th Floor - Handico Building, Me Tri Ha New Urban Area, Pham Hung Street, Me Tri Ward, Nam Tu Liem District, Hanoi City  
Represented by : ..... Position: .....  
Phone : 024.37.830 856 Fax: 024.37.830 859  
Tax Code : 01 01 218 757  
Account Number : .....  
**Position** : .....  
Represented by : ..... Position: .....  
Address : .....  
Phone : ..... Fax: .....  
Tax Code : .....  
Account Number : .....

*(The Buyer and the Seller hereinafter referred to as "**The Parties**" or individually as "**Party**")*

**CONSIDERING THAT:**

- (A) The Buyer has the need to purchase the materials as listed in detail in the attached Appendix to serve the construction of the package [Name of Package] (hereinafter referred to as the "Project"); and
- (B) The Seller commits that it has the full capability and necessary permits under the law to supply the materials in the required quantities, volumes, specifications, and quality that meet the Buyer's requirements.

The Parties agree to sign this Contract under the following terms and conditions:



### **Article 1: Materials, Unit Price, and Contract Value**

- 1.1. The Buyer agrees to purchase and the Seller agrees to supply the materials (hereinafter referred to as "**Materials**") in the quantities/weights, unit price, origin, form, and quality as specified in the attached appendix.
- 1.2. The provisional Contract Value is: ..... VND (In words: .....).
- 1.3. In which, the Parties agree and confirm that:
  - 1.3.1. The unit price mentioned in this Contract includes: ..... 10% and all costs related to extraction, transportation, taxes, and fees related to the goods.
  - 1.3.2. The quantities/amounts to be paid are the actual quantities supplied as confirmed by both parties.
  - 1.3.3. VAT will be applied according to the regulations of the State at the time of execution.

### **Article 2: Commitments and Quality Assurance**

- 2.1. The Seller commits and guarantees that the Materials supplied to the Buyer under this Contract are materials that comply with the technical instructions of the project, have legal origin, are 100% new, have been inspected by the competent authorities, and have all necessary quality certificates attached.
- 2.2. The Seller commits and guarantees that the models, specifications, and quality of the Materials supplied to the Buyer under this Contract are in accordance with the manufacturer's published standards, comply with the standards of the construction drawings and technical instructions of the Project provided by the Buyer, and form an indispensable appendix of this Contract (if any), while fully meeting all relevant standards and regulations according to the applicable laws.
- 2.3. The Seller commits and guarantees that the Seller has full authority and necessary licenses and/or certifications according to the law to perform the supply of Materials to the Buyer under this Contract.
- 2.4. Any violation by the Seller of the commitments and guarantees stipulated in this Article 2 will constitute a serious breach of the Contract, and the Seller will be liable to compensate for all damages incurred by the Buyer. The Seller will also be obligated to provide additional and/or replace the Materials to ensure that the Materials supplied meet the commitments stated above within a period designated by the Seller.
- 2.5. Any transfer of ownership and property rights over the Materials from the Seller to the Buyer does not release or exempt the Seller from any obligations related to, and arising from, the Seller's breach of obligations under Article 2 of this Contract, even if the violations are discovered before, during, or after the delivery of the Materials as stipulated in Article 3 below.

### **Article 3: Delivery and Receipt of Materials**

The delivery and receipt of the Materials under this Contract shall be carried out according to the procedure, timeline, location, and conditions for the delivery and receipt of Materials specified in the attached Appendix.

### **Article 4: Guarantee, Advance Payment, and Payment**

- 4.1. **Contract Performance Guarantee: Not applicable.**
- 4.2. **Advance Payment**

- 4.2.1 Depending on the capital allocation plan for the package, Party A will decide the number of times and amounts of the advance payment.
- 4.2.2 Advance payment period: After the contract becomes effective, Party B will submit a written request for advance payment, which will be signed and confirmed by the leadership of Party A.
- 4.2.3 The recovery of advance payments will be done through each payment dossier submitted by Party B.
- 4.2.4 In case Party A has made an advance payment but Party B fails to supply the materials according to the schedule agreed upon between the two parties, Party A will recover the advance payment and terminate the contract. Party B will be responsible for any damages.

#### **4.3. Contract Payment**

The payment will be made according to the form, schedule, and procedure specified in the appendix of the Contract.

#### **Article 5: Responsibilities of the Buyer**

- 5.1 Make full and timely payments as specified in Article 4 of this Contract.
- 5.2 Perform the tasks that fall under the Buyer's obligations for the delivery and receipt of Materials as specified in Article 3 of this Contract.
- 5.3 Unless otherwise agreed, the Buyer shall pay for the costs of testing Materials as they arise. In cases where the results of physical and mechanical testing (if any) indicate that the materials do not meet the requirements of the Contract, Party B will bear the costs of the tests, and Party A will have the right to deduct these testing costs from the payments due from the Buyer or request Party B to directly pay for these testing costs.

#### **Article 6: Responsibilities of the Seller**

- 6.1. Deliver the Materials in the correct quantity/volume, meet the quality requirements, be delivered at the designated location as specified in this Contract, and at the time required by the Buyer and notified to the Seller.
- 6.2. Ensure the delivery and receipt of the Materials is carried out promptly, accurately, easily, and transparently.
- 6.3. Provide complete documents proving the origin, source, and product quality in accordance with the regulations of the package and current laws.
- 6.4. Provide all required documents as requested by the Buyer to serve the purpose of presenting the material sources for the package.
- 6.5. In case the test results of materials introduced into the project do not meet the quality requirements specified in this Contract, including but not limited to the quality standards and technical standards of the Project, the Buyer will refuse to accept the goods. The Buyer is responsible for removing all substandard materials from the project site within the time frame agreed upon by both parties. At the same time, the Seller must bear all costs related to the testing of the substandard materials.

#### **Article 7: Compensation for Damages and Breach Penalties**

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7.1. Compensation for Damages due to Breach of Contract

The party in breach of its obligations under this Contract shall be liable for all actual damages arising from its breach, including but not limited to the damages that the non-breaching party has to bear directly, and/or the amount the non-breaching party must pay to a third party as a result of the breaching party's breach.

7.2. Breach Penalties

*The breach penalty clauses will be specifically negotiated for each case.*

**Article 8: Force Majeure**

- 8.1. A delay or failure to perform obligations under this Contract by the party with an obligation will not be considered a breach of this Contract when a Force Majeure Event occurs, provided that: the party with the obligation has notified the entitled party in writing within 03 days from the occurrence of the Force Majeure Event, including the extent and scope of the impact of the Force Majeure Event (with supporting evidence) and the proposed extension period for the performance of the obligations under the Contract.
- 8.2. The entitled party and the obligated party may agree on a reasonable period for the obligated party to perform/complete the obligation. If the parties cannot agree on the extension of the performance time, the entitled party has the right to unilaterally terminate the Contract and send a written notice of termination within 07 days from the date of receiving the notification from the obligated party about the Force Majeure event.
- 8.3. To avoid confusion, a Force Majeure Event under this Contract refers to an unforeseeable and unavoidable event, even though the affected party has taken all necessary measures within their ability, including but not limited to events such as natural disasters, enemy actions, wars, epidemics, changes in government policies, or changes in laws and regulations enacted by the State at any given time.

**Article 9: Termination of the Contract**

This Contract shall take effect from the date it is signed and stamped duly by the Parties and shall terminate upon the occurrence of one of the following events, depending on which event occurs first:

- 9.1. The Seller has completed the obligation to deliver the Materials as stipulated in the Contract, the Buyer has completed the corresponding payment obligation, and the Parties have signed a contract termination record;
- 9.2. The Contract is unilaterally terminated by one of the Parties in the case of the occurrence of a Force Majeure Event as stipulated in Article 8 above;
- 9.3. The Contract is terminated based on the judgment or decision of the competent state authority.

**Article 10: Implementation Provisions**

- 10.1. The Parties jointly commit to fully implementing the terms and provisions of this Contract, and any changes arising during the performance of the Contract shall be documented in writing, signed, and stamped duly by the Parties.

- 10.2. If any disputes arise during the performance of this Contract, the Parties will first resolve them by reconciliation and negotiation. In the case that the Parties cannot resolve the dispute by negotiation, either Party has the right to initiate a lawsuit with the competent People's Court for resolution.
- 10.3. This Contract is made in 04 (four) copies, each with equal legal validity, and each Party will retain 02 (two) copies for execution

**BUYER REPRESENTATIVE**

**SELLER REPRESENTATIVE**



**DRAFT**



## CONSTRUCTION CONTRACT

*(Note: This draft includes the framework terms, prepared based on the guidelines in Decree No. 37/2015/ND-CP on construction contracts and Circular No. 02/2023/TT-BXD of the Ministry of Construction. The parties will only sign based on the results of negotiating each term and condition according to their actual requirements and in compliance with the law.)*

### PART 1: CONTACT INFORMATION OF THE INVESTOR AND THE CONTRACTOR

Today, on [day] [month] [year], at [location], we, the undersigned parties, agree to the following:

#### 1. Investor (Contract Awarding Party):

Representative : ..... Position: .....  
Address : .....  
Phone : ..... Fax: .....  
Tax Code : .....  
Account Number : .....

#### 2. Contractor (Contract Receiving Party):

Representative : ..... Position: .....  
Address : .....  
Phone : ..... Fax: .....  
Tax Code : .....  
Account Number : .....

The two parties hereby agree to enter into a construction contract for the package [name of the package] of the project [project name], as follows:

### PART 2: BASIS FOR ENTERING INTO THE CONTRACT

.....  
.....

### PART 3: GENERAL CONDITIONS OF THE CONTRACT

#### Article 1. Definitions

In this contract, the following terms are understood as follows:

1.1. "Party" refers to the Investor or the Contractor, depending on the context (requirement) expressed.

1.2. "Bill of Quantities" refers to the detailed listing of quantities and prices for the works in the contract.

1.3. "Design Drawings" refers to all the drawings, calculation sheets, and similar technical information of the project provided by the Investor to the Contractor or prepared by the Contractor and approved by the Investor.

1.4. "Acceptance Minutes" refers to the minutes issued under Article 7 [Requirements for product quality and acceptance, handover of construction works].

1.5. "Technical Specifications" refers to a collection of technical requirements based on the technical standards and norms applicable to the project, the construction design, to guide and regulate materials, products, equipment to be used for the project, and the construction, supervision, and acceptance processes.

1.6. "Investor" is [Investor's name].

1.7. "Works" refers to the main construction and temporary structures or one of these types of works [as defined in the Contract Document].

1.8. "Main Works" refers to the works under the project [project name] that the Contractor is responsible for executing under the contract.

1.9. "Temporary Works" refers to the works serving the construction of the main works or parts of the works.

1.10. "Construction Site" refers to the location where the Investor has assigned the Contractor to carry out the works, as well as any other location specified in the contract [as defined in the Contract Document].

1.11. "Project" refers to the project [project name].

1.12. "Investor's Representative" is the person designated by the Investor in the contract or authorized for a specific period, and who manages the work on behalf of the Investor.

1.13. "Contractor's Representative" is the person designated by the Contractor in the contract or authorized by the Contractor in writing, and who manages the work on behalf of the Contractor.

1.14. "Consultant's Representative" is the person authorized by the Consultant to carry out tasks assigned by the Consultant.

1.15. "Work Item" refers to a main construction work or part of the main work.

1.16. "Contractor's Tender Documents" refers to all the documents prepared by the Contractor in response to the Invitation to Tender and submitted to the Inviting Party.

1.17. "Investor's Tender Documents" refers to all the documents used as the basis for the Contractor to prepare the tender documents and for the Inviting Party to organize the evaluation of the tender documents.

1.18. "Contract" refers to the agreement between the Investor and the Contractor, expressed in writing, signed by both parties, including annexes and documents attached, as provided in Article 2 [Contract Documents and Priority Order].

1.19. "Law" refers to the entire legal system of the Socialist Republic of Vietnam.

1.20. "Day" refers to the Gregorian calendar day, and "Month" refers to the Gregorian calendar month.

1.21. "Commencement Date" refers to the date notified under Clause 8.2 [Commencement Date, Contract Duration] [as defined in the Particular Condition of Contract].

1.22. "Working Day" refers to a calendar day, excluding Sundays, public holidays, and holidays as prescribed by law.

1.23. "Contractor" is [Contractor's name].

1.24. "Subcontractor" is a contractor who signs a contract with the Contractor to carry out a part of the work of the Contractor.

1.25. "Consultant" refers to the organization or individual hired by the Investor to perform one or more professional tasks related to contract management (the Consultant may be a project management consultant or a construction supervision consultant).

1.26. "Risks and Force Majeure" are defined in Article 20 [Risks and Force Majeure].

1.27. "Change" refers to the modification (adjustment) of the scope of work, technical specifications, design drawings, contract price, or construction schedule, or any other contractual content, subject to the written approval of the Investor.

1.28. "Investor's Equipment" refers to machinery and equipment provided by the Investor for the Contractor's use in executing the project (if any).

1.29. "Contractor's Equipment" refers to all machinery, equipment, vehicles, and other necessary tools required for the Contractor to execute, complete the project, and correct any defects (if any).

1.30. "Design Consultant" refers to the consultant responsible for carrying out the design of the construction works.

## **Article 2. Contract Documents and Priority Order**

2.1. The construction contract documents consist of this contract agreement and the attached documents [as specified in the Contract Document].

2.2. All documents listed in Clause 2.3 of this Article (including parts of these documents) shall form part of the contract, creating a unified, interrelated, supplementary, and explanatory whole.

2.3. The documents attached to the contract are an inseparable part of the contract, including:

- a) The contract, its attached documents, and contract appendices (Technical specifications, design drawings, description of the tendered works as listed in the summary of the tender price, etc.);
- b) The letter of approval of the tender documents and contract award;
- c) The negotiation minutes;
- d) The finalization of the contract minutes;
- đ) The decision approving the contractor selection results;
- e) The contractor's tender documents and any clarifications of the tender documents;
- g) The Invitation to Tender documents and any supplementary documents (if applicable);
- h) Other related documents.

2.4. The priority order for applying the attached documents to the contract shall follow the priority order specified in Clause 2.3 of this Article [as specified in the Contract Document].

## **Article 3. Law and Language Used**

3.1. This contract is governed by the legal system of the Socialist Republic of Vietnam [as specified in the Contract Document].

3.2. The language used for the contract is Vietnamese.

#### **Article 4. Notices**

4.1. Any notice from one party to the other regarding the contract must be made in writing. The term "in writing" or "written" refers to a document that is handwritten, typed, printed, or transmitted through electronic means in the form of data messages in accordance with the law on electronic transactions and later stored for long-term preservation.

4.2. A notice from one party, signed by an authorized representative or a person with power of attorney, will be deemed effective at the moment the other party receives the official document [as specified in the Contract Document].

#### **Article 5. Performance Guarantee and Advance Payment Guarantee**

5.1. Performance Guarantee of the Contract

5.2. Advance Payment Guarantee

5.3. The advance payment amount under the contract is the maximum limit as defined by the contractual law regulations.

#### **Article 6. Scope and Volume of Work**

6.1. The Employer agrees to assign and the Contractor agrees to accept the execution of the Package of Work ..... in accordance with the approved design documents, ensuring quality, progress, pricing, safety, and other agreements based on the approved technical design documents, as well as the technical instructions outlined in the Employer's bidding documents; the Contractor's bid documents that have been approved by the Employer, the contract negotiation minutes, and other agreements in the contract.

6.2. The scope and volume of work for the construction contract are specified in Clause 1, Article 12 of Decree No. 37/2015/ND-CP and include all the following tasks:

a) Handover and receipt, management of the construction site, receiving and preserving the foundation, and boundary markers of the project;

b) Supply of construction materials, labor, machinery, and equipment for the construction of the project in accordance with the contract;

c) Carrying out the construction work in accordance with the approved design documents and current construction standards and regulations;

d) Perform surveying and monitoring of the project as required by the design. Carry out testing, trial runs for individual units and interlinked systems as per the plan before requesting for acceptance;

e) Control the quality of construction work and equipment installation; supervise the construction work performed by subcontractors in cases where the Contractor is the main or general contractor;

f) Address and rectify errors or defects in quality during the construction process (if any);

g) Test and check the quality of construction materials and building components;

h) Perform acceptance tests for work steps, acceptance of construction phases or parts of the building, acceptance of completed project items, and the entire construction project;

i) Carry out safety measures, environmental protection, and fire prevention and control activities;

j) Protect the construction site and the work area within the scope of the construction contract;

k) Ensure security and order for the construction site area;

l) Cooperate with other Contractors on the site (if any);

m) Clean up the construction site and hand over the construction product upon completion;

n) Perform other tasks during the execution of the contract as agreed upon in the contract, the contract appendices, and in accordance with the law.

6.3. The scope of work for the construction contract includes the provision of construction materials, labor, machinery, and equipment, as well as carrying out the construction work according to the approved design documents [as specified in the Contract Document].

## **Article 7. Requirements for Product Quality, Acceptance, and Handover of Construction Contract Products**

### **7.1. Quality Requirements for Construction Contract Products**

The quality requirements for the products of the construction contract are outlined in Clause 1, Article 13 of Decree No. 37/2015/ND-CP as follows:

a) The project must be executed according to the design drawings (including any modifications approved by the investor), the technical instructions outlined in the bidding documents, in accordance with the applicable regulations, standards, and quality requirements set by the State for construction projects. The contractor must have a system diagram and explanation of the quality management system and quality control during construction.

b) The contractor must provide the investor with the test results for materials and completed work products. These tests must be performed by an accredited laboratory as per regulations.

c) The contractor must ensure that materials and equipment provided are of the origin specified in the contract documents.

### **7.2. Investor's Inspection and Supervision**

a) The investor has the right to inspect the construction site and material extraction locations of the contractor serving the package of work.

b) During production, processing, manufacturing, and construction activities in the designated areas or construction sites, the investor has the right to inspect, test, measure, and check materials, as well as inspect the production and fabrication processes.

The contractor must facilitate these activities by providing access to the site, transportation means, necessary permits, and safety equipment. These activities do not relieve the contractor from their obligations and responsibilities.

For works subject to inspection and measurement by the investor, the contractor must notify the investor when any such work is completed and before it is covered up, no longer visible, or stored for transport. The investor must immediately carry out inspections, measurements, or tests, or notify the contractor that no inspection is needed, allowing the

contractor to continue with subsequent work. If the investor does not participate in this process, the investor cannot make any claims regarding these matters.

### 7.3. Acceptance of Completed Work Products

Acceptance of work products follows the provisions of Clause 2, Article 13 of Decree No. 37/2015/ND-CP and Decree No. 06/2021/ND-CP. The basis for accepting the products under the contract includes the design drawings (including modifications approved by the investor), technical explanations, applicable standards and regulations, test result certificates, acceptance record forms, and other relevant provisions.

### 7.4. Acceptance and Handover of the Project and Project Items

Carried out in accordance with the provisions of Decree No. 06/2021/ND-CP dated January 26, 2021, of the Government on detailed regulations for managing quality, construction, and maintenance of construction works [as specified in the Contract Document].

### 7.5. Contractor's Responsibility for Defects

a) The contractor must, at their own expense, complete any outstanding work by the date indicated in the acceptance and handover minutes, within a reasonable timeframe requested by the investor, but not exceeding the time allocated for the completion of such outstanding work under the contract.

b) In case the defects cannot be repaired:

If the contractor fails to repair the defects within a reasonable period, the investor or the investor's representative may set a date for repairs and inform the contractor.

If the contractor fails to complete the repairs on the notified date, the investor may proceed with the repairs independently or hire others to carry out the repairs, with the contractor bearing all costs (the contractor cannot dispute the repair costs without providing proof of inaccuracies in the investor's cost assessment). The contractor will not be responsible for the repair work but must continue to fulfill their obligations under the contract.

c) If defects or damages prevent the investor from using the project or a significant part of it for its intended purpose, the investor may terminate the contract, and the contractor must compensate the investor for all damages as per the contract and relevant laws.

d) If the defects or damages cannot be immediately repaired on-site and the investor agrees, the contractor may remove the defective or damaged equipment or components for repair.

### 7.6. Additional Inspections

If repairing defects or damages affects the operation of the project, the investor may require re-inspection of any inspections specified in the contract, including final inspections and post-completion inspections. The request for these inspections must be made within 30 days after the defects or damages have been repaired.

These inspections must be conducted under the same conditions as previous inspections, with the difference that the costs will be borne by the contractor.

### 7.7. Unfulfilled Obligations

After the acceptance and handover minutes are issued, each party is responsible for completing the obligations that remain unfulfilled at that time. The contract remains valid for the unfulfilled obligations in terms of content and scope.

## **Article 8. Time and Progress of Contract Execution**

8.1. The time and progress of construction contract execution are governed by the provisions of Article 14 of Decree No. 37/2015/ND-CP.

8.2. Commencement Date and Contract Duration

8.3. Contract Execution Progress

8.4. Adjustment of Construction Contract Progress

8.5. Accelerating Progress

8.6. Addressing Delays

**Article 9. Contract Price, Advances, and Payments**

9.1. Type of Contract: Unit price contract...

9.2. Contract Price:

9.3. Advance Payment

9.4. Payment [as specified in the Contract Document]

Payments will be made based on the actual completed work volume, which is accepted monthly (or as agreed upon by both parties at specific times), multiplied by the contract's unit price.

9.5. Payment Term

9.6. Retention Payment

9.8. Payment Documentation [as specified in the Contract Document]

**Article 10. Adjustment of Unit Price, Work Volume, and Other Contract Terms, and Construction Contract Price**

10.1. Adjusting the unit price of the construction contract in accordance with Article 6 of Circular No. 02/2023/TT-BXD, which provides guidance on certain aspects of construction contracts.

10.2. Adjusting work volume and other contract terms in accordance with Articles 4, 5, and 6 of Circular No. 02/2023/TT-BXD, which provides guidance on certain aspects of construction contracts [as specified in the Contract Document].

10.3. Adjusting the construction contract price in accordance with Appendix I of Circular No. 02/2023/TT-BXD, which provides guidance on certain aspects of construction contracts [as specified in the Contract Document].

10.4. The contract price may be adjusted in certain circumstances as outlined in Article 21 [Compensation Events].

**Article 11. Rights and Obligations of the Investor**

11.1. Rights of the Investor

11.2. Obligations of the Investor

**Article 12. Rights and Obligations of the Contractor**

12.1. Rights of the Contractor

12.2. Obligations of the Contractor

12.3. Contractor's Workforce

12.4. Reporting on Contractor's Workforce and Equipment

12.5. Access Roads and Transportation

12.6. Transporting Materials and Equipment (unless otherwise specified)

12.7. Contractor's Equipment

12.8. Equipment and Materials Provided by the Investor (if any)

12.9. Contractor's Activities on Site

12.10. Other Relevant Issues

**Article 13. Rights and Obligations of the Supervisory Consulting Contractor**

**Article 14. Subcontractors**

**Article 15. Labor Safety, Environmental Protection, and Fire Prevention**

**Article 16. Electricity, Water, and Site Security**

**Article 17. Suspension and Termination of the Contract by the Investor**

**Article 18. Suspension and Termination of the Contract by the Contractor**

18.1. Right of the Contractor to Suspend Work

18.2. Termination of the Contract by the Contractor

18.3. Halting Work and Relocating Contractor's Equipment

18.4. Payment upon Contract Termination

**Article 19. Insurance and Warranty**

**Article 20. Risks and Force Majeure**

**Article 21. Compensation Events**

**Article 22. Contract Bonus and Penalties for Breach**

22.1. Contract Bonus

Not applicable.

22.2. Penalties for Contract Breach

For the Contractor: If there is a 30-day delay in progress, a penalty of 0.05% of the violated contract value per day of delay will be imposed, with the total penalty not exceeding 12% of the violated contract value in accordance with Article 42 of Decree No. 37/2015/ND-CP, as amended and supplemented by Clause 15, Article 1 of Decree No. 50/2021/ND-CP.

**Article 23. Complaints and Dispute Resolution**

**Article 24. Finalization and Liquidation of the Contract**

**Article 25. Effectiveness of the Contract**

25.1. This contract comprises ... pages, prepared in ... copies in Vietnamese, all of which hold the same legal validity. The Investor will keep ... copies, and the Contractor will keep ... copies.

25.2. This contract takes effect from the date both parties sign it and after the Investor has received the performance guarantee as specified in Article 5 of this Contract.

**REPRESENTATIVE OF THE  
INVESTOR**

**REPRESENTATIVE OF THE  
CONTRACTOR**

**DRAFT**



## **ECONOMIC CONTRACT**

**No.:.../HDTC/TDDP-....**

Regarding, Provision of labor, construction equipment, and other materials for construction -  
Package ..... under Project: ....."

*(Note: This draft contract includes the main terms. The contract will only be signed based on the negotiation of each clause to suit the business activities of the parties and in compliance with legal requirements.)*

### **I. LEGAL BASES FOR CONTRACT EXECUTION**

- Civil Code No. 91/2015/QH13 dated November 24, 2015, of the National Assembly;
- Commercial Law No. 36/2005/QH11 dated June 14, 2005, of the National Assembly;
- Construction Law No. 50/2014/QH13 dated June 18, 2014, of the National Assembly;
- Construction Law No. 62/2020/QH14 dated June 17, 2020, of the National Assembly;
- Decree No. 06/2021/ND-CP dated January 26, 2021, of the Government on management of construction quality and maintenance;
- Based on the capabilities and aspirations of the parties.

On this day, ..... month .... year 202....., at the office of Dat Phuong Group Joint Stock Company, we are including:

### **II. CONTRACTING PARTIES**

#### **1. Party A:**

- Company name: **DAT PHUONG GROUP JOINT STOCK COMPANY**
- Representative: Mr. .... Position: .....
- Address: 15th Floor, Handico Tower, Me Tri Ha New Urban Area, Pham Hung Street, Me Tri Ward, Nam Tu Liem District, Hanoi City.
- Phone: 0243 783 0856 Fax: 0243 783 0859
- Bank account: .....
- Tax code: .....

#### **2. Party B:**

- Company name: [Specify]
- Representative: [Specify] Position: [Specify]
- Address: [Specify]
- Phone: [Specify] Fax: [Specify]
- Bank account: [Specify]
- Tax code: [Specify]

**THE TWO PARTIES AGREE TO SIGN THE CONTRACT WITH  
THE FOLLOWING TERMS AND CONDITIONS:**

## **ARTICLE 1. CONTRACT CONTENT**

Party A agrees to assign, and Party B agrees to undertake the provision of labor, construction equipment, and other materials (excluding materials supplied by Party A) to serve the construction of Package ..... under Project: .....

*(Details of the work items will be included in the appendix agreed upon by both parties.)*

## **ARTICLE 2. QUALITY AND TECHNICAL REQUIREMENTS**

Party B must comply with Party A's requirements regarding quantity, quality, and delivery schedule.

## **ARTICLE 3. IMPLEMENTATION SCHEDULE**

- As per the specific requirements and notifications from Party A at the Project.
- Depending on the site handover situation by the Investor to Party A, prior to Party B's provision of materials and services, both parties will discuss and agree to determine the implementation schedule.

## **ARTICLE 4. CONTRACT VALUE**

Contract Value: ..... VND. In words: .....

*(Details of the contract value will be included in the appendix agreed upon by both parties.)*

## **ARTICLE 5. GUARANTEE, ADVANCE PAYMENT, AND CONTRACT PAYMENT**

### **5.1. Contract Performance Guarantee: Not applicable.**

### **5.2. Contract Advance Payment**

- Depending on the capital allocation plan for the package, Party A will decide on the number of advances payment times and the amount.

- Recovery of the advance payment will be carried out through each payment file submitted by Party B.

- In case Party B, after receiving the advance payment, fails to provide labor, construction equipment, and other materials as per the approved schedule, Party A shall recover the advance payment and terminate the contract. All damages will be the responsibility of Party B.

### **5.3. Contract Payment**

- Payment Value: Party A will pay Party B the entire value of the completed and accepted works for each period, after deducting the advance recovery amount and warranty retention (if applicable).

- Party A will pay Party B the retained warranty funds (if applicable) after the warranty period ends or after Party A receives the warranty value payment from the Investor.

### **5.4. Timeframe for Advance Payment and Contract Payment**

Party A will process advance payments or payments to Party B within 15 working days from the date Party B meets the conditions for advance payment or payment as stipulated in the terms above and Party A receives the advance or payment file from Party B.

### **5.5. Payment Method**

Payment shall be made via bank transfer, offsetting mutual debts between the parties, or offsetting debts with a third party upon written proposal from one party and acceptance by the other.

### **5.6. Payment Currency**

Vietnamese Dong (VND).

## **ARTICLE 6. FORCE MAJEURE**

- A force majeure event is an objective event beyond the control of the parties, such as earthquakes, storms, floods, hurricanes, tsunamis, landslides, fires, wars or threats of war, and other unforeseen disasters, as well as policy changes or prohibitions by competent Vietnamese authorities...

Failure by either party to fulfill its obligations due to a force majeure event shall not constitute grounds for the other party to terminate the contract. However, the affected party must:

+ Take reasonable preventive and alternative measures to minimize the impact of the force majeure event.

+ Notify the other party immediately of the occurrence of the force majeure event within 7 days after the event takes place.

- In the case of a force majeure event, the contract implementation period shall be extended by the duration of the force majeure event during which the affected party is unable to perform its contractual obligations.

## **ARTICLE 7. SUSPENSION AND TERMINATION OF THE CONTRACT BY PARTY A**

### **7.1. Suspension of Contract Execution by Party A**

- If Party B fails to fulfill its contractual obligations, Party A may issue a notice requiring Party B to comply within a specified timeframe.

- Party A may decide to suspend the execution of the Contract if Party B fails to meet the quality and progress requirements as agreed in the Contract.

- Prior to suspension, Party A shall provide Party B with a written notice at least 10 days in advance, specifying the reasons for the suspension.

### **7.2. Termination of the Contract by Party A**

a. Party A has the right to terminate the Contract if Party B:

- Delays the provision of labor, construction equipment, and materials for construction for more than 20 consecutive days without valid reasons as committed to Party A.

- Becomes bankrupt, insolvent, shut down, subject to asset management, required to negotiate with creditors, continues operations under asset management supervision, or any equivalent actions or events occur under applicable laws affecting its business activities.

b. After terminating the Contract, Party A may hire another entity to complete the unfinished work. Party A and the hired entities may use any products, documents, or designs provided by Party B for this purpose.

c. Upon the effective termination notice, Party A will evaluate and determine the value, volume of work, and any payments due to Party B for the work completed in accordance with the Contract.

f. In special cases, Party A reserves the right to terminate the Contract at any time convenient for Party A, by providing Party B with a termination notice. The termination will become effective 10 days after Party B receives the notice.

## **ARTICLE 8. SUSPENSION AND TERMINATION OF THE CONTRACT BY PARTY B**

### **8.1. Suspension of Work by Party B**

- If Party A fails to comply with Article 5 regarding payment deadlines exceeding 30 days from the due date, Party B may, after notifying Party A no later than 30 days in advance, suspend

work (or reduce the work rate) until Party B receives payment as per the Contract terms.

- The suspension of work by Party B under this clause does not affect Party B's rights to claim financial costs or terminate the Contract under Clause 8.2.

- If Party B receives payment prior to issuing a termination notice, Party B must resume Contract execution as soon as possible.

#### **8.2. Termination of the Contract by Party B**

Party B is entitled to terminate the Contract if:

a) Party B does not receive payment within 30 days from the date Party A receives a valid payment documentation as per Article 5 of the Contract, unless justified reasons exist.

b) Party A becomes bankrupt, insolvent, shut down, under asset management supervision, or similar actions or events occur under applicable laws affecting Party A's business.

In such cases, Party B may terminate the Contract by providing Party A with a 28-day notice. However, for Clause (b), termination may be immediate.

#### **8.4. Payment upon Contract Termination**

After a valid termination notice under Clause 8.2, Party A shall pay Party B for completed works in accordance with the Contract terms.

### **ARTICLE 9. GENERAL RIGHTS AND OBLIGATIONS OF PARTY A**

#### **9.1. Rights of Party A**

- To receive labor, equipment, and materials delivered by Party B at the construction site according to the agreed schedule.

- To direct and supervise construction work.

- To withhold confirmation of delivered quantities if Party B fails to meet requirements or standards.

- To suspend or terminate the Contract with Party B as per Article 8.

- If Party A believes it has any claim regarding payments under the Contract or applicable laws, it must notify Party B and provide detailed explanations.

- Other rights as stipulated by law.

#### **9.2. Obligations of Party A**

- To pay Party B as stipulated in the Contract.

- To appoint personnel to supervise the implementation of the Contract, including monitoring work quality, volume, and progress. If non-compliance is detected, Party A may require Party B to rectify the work.

- To sign and confirm work volume and acceptance files for payment to Party B within 7 working days of receiving valid documentation.

- To provide Party B with relevant documentation related to quality, materials, and labor as agreed in the Contract and required by law.

- To review and approve reasonable additional volumes proposed by Party B.

- To supply uniforms, safety gear, project signage, and other related materials for Party B's labor force at the project site. Costs for these items shall be borne by Party B.

## **Article 10: General Rights and Obligations of Party B**

### **10.1. Rights of Party B**

- To refuse to perform work beyond the scope of the contract when not mutually agreed upon by both parties or if the Party A's requests are unlawful.

### **10.2. Obligations of Party B**

- To comply with the directions and management of Party A at the construction site and respect the rights of the Supervising Consultant and Project Management Board under the contract between Party A and the Investor.

- To provide sufficient manpower, machinery, equipment, materials, and other relevant conditions as required for the work items to allow Party A to carry out the construction according to the contract signed with the Investor. Personnel and equipment deployed by Party B at the site must meet Party A's requirements and be approved by the Supervising Consultant.

- To keep confidential any information related to the contract or as stipulated by law regarding information confidentiality.

- To respond in writing to any proposals or requests from Party A within 05 days. If Party B fails to respond within this period, it shall be deemed that Party B has accepted Party A's proposal or request.

- To manage traffic flow and ensure traffic safety as required by Party A. Party A shall be responsible for coordinating with road management agencies to obtain permits or support for traffic safety management.

- To ensure that Party B's personnel possess the appropriate qualifications, skills, and experience as required by Party A and the Investor. Party A may request Party B to dismiss any personnel at the construction site, including Party B's representatives, if that personnel: display improper behavior or negligence; lack competence or are careless; fail to comply with any contract provisions; or cause harm to safety, health, or environmental protection. In such cases, Party B shall appoint a suitable replacement, subject to Party A's approval. Party B must always maintain order and safety for persons and property at the site.

- To cooperate with Party A's personnel and other contractors hired by Party A.

- To manage all transportation vehicles on the site (including vehicles of material suppliers), ensuring compliance with regulations on cargo box dimensions, load capacity, and technical safety and environmental protection certification for each vehicle type.

- To compensate and bear damages for Party A for any losses or costs arising from the transportation of Party B's equipment.

- To be responsible for all its equipment. Once delivered to the construction site, Party B's equipment shall be used exclusively for the project. Party B shall not remove any major equipment from the site without Party A's consent.

- To organize internal acceptance inspections and notify Party A of the acceptance plan.

- After the final acceptance record for the completed project is signed, Party B shall clean up the site and remove all: Party B's equipment, leftover materials, construction waste, trash, and temporary works. However, Party B may leave materials and equipment needed to fulfill its contractual obligations during the defect repair phase. If these items are not removed from the site within 25 days after the acceptance and handover record is signed, Party A may sell or dispose of these materials and equipment. Proceeds from the sale shall be returned to Party B after deducting any costs incurred by Party A.

- After the project is fully accepted, handed over, and final settlement documents are approved by the competent authorities, Party A shall pay the remaining value based on the final

settlement value approved by the competent authorities. (If the final settlement value is less than the amount already paid by Party A, Party B must refund the difference between the amount paid and the approved final settlement value into Party A's account designated in this contract within 07 days after receiving Party A's notice.)

- To promptly complete additional work volumes (if any) upon approval by Party A of the resolution plan.

- To prepare complete and valid payment documents based on Party A's provided templates.

- In cases where competent authorities conduct inspections, audits, or reviews that result in changes to the value of settled work volumes, Party B shall refund to Party A the difference between the amount paid by Party A and the official final contract value within 05 days after receiving Party A's notice.

- Reports on Party B's Personnel and Equipment: Party B must submit details to Party A on the minimum number of personnel and key equipment at the site. These details must be reported weekly using forms specified by Party A.

- To cover costs for protective clothing, logos, project boards, safety guidance equipment, and other branding-related materials provided by Party A.

### **10.3. Other Related Issues**

All artifacts, coins, antiques, or other relics, as well as geological or archaeological items discovered at the site, shall be placed under the custody and authority of Party A. Party B must ensure that neither its personnel nor others take or damage any discovered items.

### **Article 11: Penalties for Breach of Contract**

During the performance of the contract, any party that breaches the contract and causes damage to the other party shall compensate for all damages incurred and shall also be subject to a penalty equal to 8% of the value of the breached portion of the contract.

### **Article 12: Complaints and Dispute Resolution**

In case of disputes arising during the execution of the contract, the parties shall make efforts to resolve them through negotiation and reconciliation. If negotiation fails, the disputes shall be referred to a competent People's Court for resolution.

### **Article 13: Contract Validity**

This contract takes effect from the date of signing and ends when both parties have fulfilled all their obligations under the contract and signed the contract termination document.

### **Article 14: General Provisions**

Both parties commit to properly implementing the terms of the contract.

This contract, along with all related documents and information, shall be managed by the parties in accordance with the current regulations of the State on confidentiality.

The contract is made in 06 originals, each having the same legal value. Each party retains 03 originals, and the contract becomes effective from the date of signing.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**



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

**SERVICE PROVISION CONTRACT**

No: ...../HĐDV/.....

This Service Provision Agreement (hereinafter referred to as the "Agreement") is entered into on ... [date] ..., 2025, by and between the following parties:

**1. SERVICE PROVIDER**

Address: ...  
Representative: ...  
Position: ...  
Tax Identification Number: ....  
Email: ...  
Bank Account Number: ... and

**2. SERVICE USER**

Address: ...  
Representative: ...  
Position: ...  
Tax Identification Number: ....  
Email: ...  
Bank Account Number: ...

**The parties hereby agree to enter into this Agreement under the terms and conditions set forth below:**

**ARTICLE 1: DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the corresponding meanings:

- a. **"Party"** means either the Service Provider or the Service User, depending on the specific context, and **"Parties"** refers to both the Service Provider and the Service User.
- b. **"Services"** as defined in Article 2.c.
- c. **"Service Fee"** as defined in Article 4.
- d. **"Term"** as defined in Article 3.1.
- e. **"VND" or "Vietnamese Dong"** is the legal currency of the Socialist Republic of Vietnam.

1.2 Unless the context requires otherwise:

- a. References to Articles and Appendices refer to the Articles and Appendices of this Agreement;



- b. The words "other," "including," and "specifically" shall not limit the generality of any preceding words, and they should not be construed as restricting the meaning to the same type as the preceding words.

## **ARTICLE 2: SERVICE PROVISION**

Under the terms and conditions of this Agreement, the Service Provider agrees to provide the Service User with services related to the management and operations of the Service User (hereinafter referred to as "Services"). The scope of services to be provided is detailed in Appendix 1 of this Agreement. Appendix 1 is an integral part of this Agreement.

## **ARTICLE 3: TERM OF THE AGREEMENT**

3.1 This Agreement shall be effective from ... [date] ... to ... [date] ... (hereinafter referred to as the "Term"), unless terminated earlier as provided in this Agreement.

3.2 This Agreement may be renewed as per the Appendix signed by both parties upon the expiration of the Term, under the same terms and conditions as specified in this Agreement. If not renewed, the parties shall negotiate the termination of the Agreement.

## **ARTICLE 4: SERVICE FEE**

The Service Fee for the work described in Appendix 1 of this Agreement shall be calculated on a quarterly basis (every three months).

The monthly Service Fee for this Agreement is: ... [amount] VND/month

In words: ... [amount in words] per month.

The Service Fee includes VAT and may be adjusted as agreed upon by both parties through an Appendix to this Agreement.

## **ARTICLE 5: PAYMENT METHOD**

5.1 Every three (3) months, the Service User shall pay the Service Provider based on the service fee invoice.

5.2 The service fee calculation table shall be considered as an inseparable periodic cost appendix to this Agreement, which serves as the basis for the Service Provider to issue invoices to the Service User for payment.

5.3 All payments to the Service Provider under or pursuant to this Agreement must be made in Vietnamese Dong and shall be paid within 30 days from the date of invoice issuance.

## **ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **6.1 Rights and obligations of the Service Provider:**

6.1.1 Request the Service User to pay the Service Fee as agreed in this Agreement.

6.1.2 Perform other rights and obligations under the law.

6.1.3 In case of termination of this Agreement due to the fault of the Service Provider, or if the Service Provider fails to perform as agreed, the Service Provider shall refund the value



of the Service not provided to the Service User, along with a penalty of 8% of the total Service Fee for the violation.

## **6.2 Rights and obligations of the Service User:**

6.2.1 Comply with the terms and conditions of this Agreement.

6.2.2 Pay the Service Fee to the Service Provider in full and on time as stipulated in this Agreement.

6.2.3 Perform other rights and obligations under the law.

## **ARTICLE 7: AMENDMENTS AND SUPPLEMENTS TO THE AGREEMENT**

7.1 In case of issues arising related to the provision of Services not covered in this Agreement, the Parties will negotiate to supplement those issues in an Appendix to the Agreement.

7.2 The Appendix is an inseparable part of the Agreement and will take effect once confirmed in writing by the Parties.

## **ARTICLE 8: GENERAL TERMS**

8.1 This Agreement shall be governed and interpreted in accordance with the laws of Vietnam.

8.2 During the execution of this Agreement, if any Party encounters difficulties that directly affect the performance of the Agreement, they must notify the other Party in writing so that the Parties can resolve the issue.

8.3 In the event of a dispute during the execution of the Agreement, the Parties must negotiate to resolve it. If no agreement is reached, the dispute shall be resolved at the competent court as prescribed by law.

8.4 This Agreement is made in four (04) copies, with each Party keeping two (02) copies, and it is effective from the date of signing.

**SERVICE PROVIDER**  
(Signature and seal)

**SERVICE USER**  
(Signature and seal)



**APPENDIX 1**  
**SCOPE OF SERVICE PROVISION**

(Attached to Service Provision Agreement No. ....)

(Depending on the needs and actual circumstances, the Parties will describe the specific services to be provided and used in this Appendix)





**SOCIALIST REPUBLIC OF VIETNAM**  
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....., [date] January [month], 2025

**LAND USE RIGHTS TRANSFER CONTRACT**

No. .... / .....

- Pursuant to the Civil Code dated November 24, 2015;
- Pursuant to the Land Law dated January 18, 2024;
- Pursuant to the Real Estate Business Law dated November 28, 2023;
- Pursuant to Decree No. 96/2024/ND-CP dated July 24, 2024, detailing the implementation of some provisions of the Real Estate Business Law;
- Pursuant to Decree No. 102/2024/ND-CP dated July 30, 2024, detailing the implementation of some provisions of the Land Law;

- Based on the needs and abilities of both parties,

**The two parties, as follows:**

**I. THE TRANSFEROR (hereinafter referred to as Party A):**

Company Name:  
 Enterprise Code:  
 Headquarters Address:  
 Contact Phone: ..... Fax:  
 Legal Representative:  
 Position:  
 Account Number:

**II. THE TRANSFEREE (hereinafter referred to as Party B):**

Company Name:  
 Enterprise Code:  
 Headquarters Address:  
 Contact Phone: ..... Fax:  
 Legal Representative:  
 Position:  
 Account Number:

Both parties agree to execute the land use rights transfer under the following terms:

**Article 1. Information about the transferred land area**

1. The specific characteristics of the land parcel according to the Land Use Rights Certificate ..... No. .... (Certificate Registration Number: .....) issued by ..... on .....; specifically:

Land Parcel No.: .... - Map Sheet No.: ....

Address:

Area:

Form of use:

Purpose of use:

Usage term:

Origin of use:

2. Other information (if any):

## Article 2. Transfer Price

1. The transfer price for the land use rights is: ..... VND (In words: ..... Vietnamese Dong). This price includes the land use rights value and VAT, specifically:
  - Land value exempt from tax: ..... VND.
  - Taxable land value: ..... VND.
  - VAT: ..... VND.
2. The transfer price specified in Clause 1 of this Article does not include the following:
  - Registration fees, taxes, and charges as prescribed by law related to the procedures for issuing the Land Use Rights Certificate to Party B. These fees are the responsibility of Party A;
  - Monthly operation management costs (if any); from the date of land transfer to Party B as per the agreement in Article 4 of this contract, Party B is responsible for paying the operation management fees according to the terms in this contract;
3. Both parties agree that from the date of transfer of the land use rights and during the entire term of use of the transferred land rights, Party B must fulfill financial obligations in accordance with current laws, including paying operation management fees and other service fees related to utilities such as gas, electricity, water, telephone, and cable TV, to the service providers.

## Article 3. Payment Method, Payment Term

1. Payment method: Payment in Vietnamese Dong via bank transfer in accordance with legal regulations.
2. Payment term: ..... (..... days) from the date this contract is notarized.

## Article 4. Land Transfer and Registration of Land Use Rights

1. Land Transfer
  - a) The transfer of land use rights must be documented by both parties in accordance with the land law.
  - b) The transferor is responsible for handing over the following legal documents related to the land use rights to the transferee:
    - Original Land Use Rights Certificate.
    - Copies of other documents as agreed upon.
2. Land Use Rights Registration

The transferor is obligated to carry out the procedures as prescribed by law to register the land use rights for Party B at the competent authorities in accordance

with land law.

Within 30 days from the signing of this contract, the transferor is responsible for registering the land use rights for Party B with the competent authority.

Party B is responsible for cooperating with Party A to carry out the land use rights registration procedures at the competent authorities as per the law.

3. Physical transfer of land: 30 days from the signing of this contract.

## **Article 5. Tax and Fee Obligations**

1. Tax obligations as per regulations: Party A.
2. Fees and charges obligations as per regulations: Party A.

## **Article 6. Rights and Obligations of the Parties**

1. Rights and obligations of the transferor:
  - 1.1. Rights of the transferor:
    - a) Request Party B to pay for the land use rights within the agreed time and payment method;
    - b) Request Party B to take over the land according to the agreed schedule in the contract;
    - c) Request Party B to compensate for any damages caused by Party B's fault;
    - d) Do not transfer the land if full payment has not been made, unless otherwise agreed.
  - 1.2. Obligations of the transferor:
    - a) Provide complete and truthful information regarding the land use rights and be responsible for the provided information;
    - b) Transfer the land to Party B in the correct area, location, and condition as agreed upon in the contract;
    - c) Complete the land registration procedures as per land law and provide Party B with the Land Use Rights Certificate, unless Party B requests to do the registration themselves;
    - d) Compensate for damages caused by Party A's fault;
    - e) Fulfill financial obligations to the state as per the law;
2. Rights and obligations of the transferee:
  - 2.1. Rights of the transferee:
    - a) Request the transferor to provide complete and truthful information about the transferred land use rights;
    - b) Request the transferor to transfer land with the correct area, location, and condition as agreed in the contract;
    - c) Request the transferor to complete the land registration procedures as prescribed by law and provide the Land Use Rights Certificate to Party B;
    - d) Request the transferor to compensate for damages caused by the transferor's fault;
    - e) Have the right to use the land from the moment of physical transfer.

## 2.2. Obligations of the transferee:

- a) Pay the agreed amount to the transferor within the stipulated time and method as per the contract;
- b) Compensate for damages caused by Party B's fault;
- c) Build houses and constructions in compliance with legal regulations and the approved planning;
- d) Fulfill financial obligations to the state as per the law.

## Article 7. Commitments of the Parties

1. Party A commits:
  - a) The land use rights specified in Article 1 of this contract have not been transferred to others and are not subject to any transfer restrictions under the law;
  - b) The land use rights described in Article 1 of this contract are created in compliance with planning, design, and approved plans provided to Party B.
2. Party B commits:
  - a) Has thoroughly reviewed and examined information about the transferred land use rights;
  - b) Has received copies of necessary documents and information from the transferor regarding the land use rights and has read and understood the terms of this contract and its annexes;
  - c) The money paid to Party A for the land use rights transfer is lawful and free from third-party disputes. Party A will not be liable for any disputes over the payment made by Party B. In the event of a dispute over the transfer payment, this contract remains effective for both parties;
  - d) Will provide necessary documents when requested by Party A for the Land Use Rights Certificate registration.
3. The signing of this contract is entirely voluntary and not coerced or fraudulent.
4. If one or more provisions of this contract are declared invalid by a competent state agency, the remaining provisions of this contract will remain effective. Both parties will agree to amend the invalid provisions to comply with the law and mutual intentions.
5. Both parties commit to fulfilling the terms agreed upon in this contract.

## Article 8. Termination of the Contract

The contract may be terminated under the following circumstances:

- a) Both parties agree to terminate the contract. In this case, both parties will document the conditions and time frame for termination;
- b) In case a party is affected by an event of force majeure, and cannot fulfill its obligations within 30 days from the occurrence of the event, the contract may be unilaterally terminated without being considered a breach of contract.

## Article 9. Force Majeure

1. The parties agree that the following are considered force majeure events:
  - a) War, natural disasters, or changes in state policies or laws;
  - b) The need to comply with decisions of competent state agencies or other cases

- prescribed by law;
- c) Accidents or illnesses requiring emergency treatment.
2. Any purely financial difficulties will not be considered force majeure.
  3. When a force majeure event occurs, the affected party must notify the other party within 10 days, providing documentation (if available) to support the claim. Failure to perform obligations due to force majeure will not be considered a breach of contract.
  4. The fulfillment of contract obligations will be suspended during the force majeure event and resumed after the event ends.

## Article 10. Notifications

1. Address for receiving notices:

**Transferor:**

Headquarters Address:

Contact Phone: ..... Fax:

Representative for receiving information:

Phone:

**Transferee:**

Headquarters Address:

Contact Phone: ..... Fax:

Representative for receiving information:

Phone:

2. Notification methods between the parties: fax, letter, telegram, or direct delivery.

## Article 11. Dispute Resolution

In case of disputes, the parties agree to negotiate in good faith to resolve the issues. If no agreement can be reached, the dispute will be settled according to the law in the competent People's Court.

## Article 12. Effective Date of the Contract

1. This contract is effective from the date it is notarized.
2. This contract has 12 articles and is made in 06 copies, all with the same legal value. The transferee retains 03 copies; the transferor retains 02 copies; 01 copy is kept at the notary office.
3. Attached to this contract are documents related to the land, such as the Land Use Rights Certificate. The annexes and any amendments to this contract are integral and enforceable.
4. Any amendments to this contract must be in writing, signed by both parties, and notarized.

**TRANSFEROR**

*(Signature, full name, position, and seal)*

**TRANSFeree**

*(Signature, full name, or if an organization, seal and position of the signatory)*





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..., Date .... Month .... Year 2025

**PROJECT RESEARCH AND DEVELOPMENT AGREEMENT**

No: ...../HĐDV/.....

This Project Research and Development Agreement (hereinafter referred to as "the Agreement") is entered into on this day ..... of ....., 2025 by and between the following parties:

**1. SERVICE PROVIDER (Hereinafter referred to as Party A):**

- Address:
  - Representative:
  - Position:
  - Tax Code:
  - Email:
  - Account Number:
- (hereinafter referred to as "Party A")

and

**2. SERVICE USER (Hereinafter referred to as Party B):**

- Address:
  - Representative:
  - Position:
  - Tax Code:
  - Email:
  - Account Number:
- (hereinafter referred to as "Party B")

The parties mutually agree to enter into this Agreement under the following terms and conditions:

**ARTICLE 1: SCOPE OF WORK AND CONTENT OF THE PROJECT**

1. Party A is a unit with the capability and resources to conduct project research and development.
2. Party B is a unit with the capacity to implement the project and has the need to hire a reputable entity to conduct research for a new project at ..... according to the master planning of .....
3. Party B agrees to hire Party A, and Party A agrees to provide services related to project research and development, and perform related procedures at ..... until the project selects an investor. The specific work tasks include:

**Phase 1: Project Development**



- Survey the topography, geology, site plan, and study the provincial master plan of ..... at the project development location.
  - Market analysis and research to provide conclusions on whether to proceed with the project. Define project direction and product based on the market. Calculate revenue and profit forecasts based on market information.
  - Based on the approved land use plan, master plan, and subdivision planning, hire a consultancy firm to propose detailed planning ideas for the project, select the detailed planning idea, determine the total investment, business model, product sales, implementation plan, and timeline.
  - Develop preliminary plans, investment calculations, and project development work plans.
  - Prepare dossiers for investment approval, procedures for investment decision approval, and project proposal documentation.
- 4. Phase 2: Investor Selection**
- Assess investment effectiveness and Party B's financial capacity to propose whether to participate in the invitation for interest and investor selection tender. Advise on investor selection procedures.
  - Guide legal procedures and prepare documentation to submit a registration of interest via the national e-procurement portal.
  - Support Party B in clarifying the requirements of the inviter or bidder during the investor selection process.
- 5. Phase 3: Investor Approval**
- Party A will assist Party B in preparing necessary documents to submit to the competent authorities for investor recognition.
  - Party A will deliver all design ideas and related research documents to Party B, which will serve as the basis for subsequent project implementation steps.

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## ARTICLE 2: CONTRACT DURATION

The contract duration starts from the date of signing and continues until Party A has completed all work as specified in this Agreement and both parties have a handover report to finalize the contract. Party A ensures the work is completed in accordance with the timeline for investor selection set by the competent authorities.

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## ARTICLE 3: SERVICE FEES

The Service Fee ("Service Fee") for the work described in Article 1 of this Agreement includes:

- Phase 1: Total fee of ..... VND.
- Phase 2: Total fee of ..... VND.
- Phase 3: Total fee of ..... VND.

The Service Fee covers all costs necessary for Party A to complete the work as requested by Party B, including but not limited to survey costs, design costs, personnel, travel, business, hospitality, purchasing materials, machinery, equipment, and technology.

The Service Fee does not include VAT, and the applicable VAT will be determined based on the tax policy of the Government at the time the tax invoice is issued.

#### **ARTICLE 4: PAYMENT TERMS**

Party B will pay Party A after the completion of all work as outlined in this Agreement.

#### **ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE PARTIES**

##### **Rights and Obligations of Party A (Service Provider):**

- Request Party B to pay the Service Fee as agreed in this Agreement.
- Hand over all documents related to the process, including design ideas and planning documents, to Party B.
- Perform other rights and obligations as prescribed by law.
- If the Agreement is terminated due to Party A's fault or failure to perform the work as agreed, Party A must refund the value of the services violated along with a penalty of 8% of the total violated service fee.

##### **Rights and Obligations of Party B (Service User):**

- Strictly comply with the terms of this Agreement.
- Pay the Service Fee to Party A on time and in full as agreed.
- Party B has full rights to use all documents and research results related to the Southern Urban Area project in Nam Phu Hai District that Party A prepares during the project development.
- Perform other rights and obligations as prescribed by law.
- Party B will receive the full service fee for the work completed under any circumstances, even if the project does not achieve the desired goal of securing the tender.

#### **ARTICLE 6: AMENDMENTS AND SUPPLEMENTS**

If any issues arise related to the service performance that are not covered in this Agreement, the parties will agree on supplementary content in the Annex of the Agreement. The annex is an integral part of the Agreement and is effective once agreed upon in writing by both parties.

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#### **ARTICLE 7: GENERAL TERMS**

This Agreement is governed and interpreted under the laws of Vietnam.

7.2 During the execution of the Agreement, if either party encounters difficulties that affect the performance of the Agreement, they must notify the other party in writing for mutual



resolution.

If a dispute arises during the implementation of this Agreement, the parties must negotiate to resolve it. If no agreement is reached, the dispute will be resolved in a court of competent jurisdiction as per the law.

The Agreement is made in four (04) copies, with each party retaining two (02) copies, and is effective from the date of signing.

**SERVICE PROVIDER (Party A)**

**(Signature)**

**SERVICE USER (Party B)**

**(Signature)**

