

SOCIALIST REPUBLIC OF VIETNAM
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DRAFT

ECONOMIC CONTRACT
CEMENT PURCHASE AND SALE
(No.: /EC/2026/CPS)

- Pursuant to Civil Code No. 91/2015/QH13 dated November 24, 2015;
- Pursuant to Commercial Law No. 36/2005/QH11 dated June 14, 2005;
- Pursuant to the capacity and demands of both parties.

Today, this day of January 2026, at Phu Tho Cement Joint Stock Company, we include:

PARTY A: PHU THO CEMENT JOINT STOCK COMPANY

Address: Zone 12, Thanh Ba Commune, Phu Tho Province, Vietnam

Phone: 0210.3885310 Fax: 0210.3884023

Tax Code: 2600116271

Account: + 2711201002097 at Vietnam Bank for Agriculture and Rural Development (Agribank), Thanh Ba Branch - Phu Tho II.

+1368789789 at Loc Phat Vietnam Commercial Joint Stock Bank – Transaction Office

Thanh Ba Transaction Office – Phu Tho Branch.

Representative: Mr. Tran Tuan Dat

Position: General Director

PARTY B: PHUONG TUNG TRADING AND CONSTRUCTION CO., LTD

Address: Zone 12, Thanh Ba Commune, Phu Tho Province, Vietnam.

Phone: 0932 257 889 Tax

ID: 2601044968

Account Numbers: 2711201002879 at Agribank, Thanh Ba Branch, Phu Tho II; 110635396666 at Viettinbank.

Representative: Mr. Tran Van Nghiem

Position: Chairman of the Members' Council - General Director

Both parties have discussed and agreed to sign this contract under the following terms and conditions:

Article 1: Content of the Transaction:

Party A agrees to sell, and Party B agrees to purchase cement products manufactured by Party A, at a wholesale price, for Party B to resell within the market area and to customers agreed upon by both parties.

Article 2: Product Type, Specifications, and Quality:

Cement manufactured by Phu Tho Cement Joint Stock Company bears the brand name: “Vinh Phu Cement” with the logo symbol “Flying Horse”; Thanh Ba Cement

which has been exclusively registered at the National Office of Intellectual Property. Cement products PCB-30;
PCB-40 - TCVN: 6260 - 2020, packed in bags weighing 50 Kg + 0.5kg

Article 3: Consumption Market Area and Registered Output:

3.1. Party B commits to only sell and consume Vinh Phu cement in the new Lien Minh commune (including: Do Son Commune; Do Xuyen and Luong Lo of the former Thanh Ba District) and other vacant areas inside and outside the province.

3.2. Party B commits to only sell and consume Thanh Ba cement in:

- Doan Hung Commune, Tay Coc Commune, Chan Mong Commune, Chi Dam Commune, new Bang Luan Commune of (former Doan Hung District).
- Tam Nong Commune, Tho Van Commune, Van Xuan Commune, new Tho Van Commune of (former Tam Nong District).
- Thanh Ba Commune, new Quang Yen Commune (Including: Thanh Ba Town, Dong Xuan, Van Linh, Hanh Cu, Yen Khe, Thanh Van, Thai Ninh, Dai An, Dong Linh, Nang Yen, Quang Nap of the former Thanh Ba District).

3.3. In the event of key projects, critical works, or designated customers outside the registered market area as stated above, Party B must notify the person responsible for managing that area or must source the goods through the Distributor currently managing sales in that market area.

3.4. Party B is responsible for providing GPS tracking information for cement transport vehicles to Party A for market area monitoring.

3.5. Consumption Volume tons/year

Month	Output (Tonnes)
Month 1
Month 2
Month 3
Month 4
Month 5
Month 6
Month 7
Month 8
Month 9
Month 10
Month 11
Month 12
Total

Article 4: Delivery and Receipt of Goods:

4.1. Location: Goods shall be delivered and received at Party A's finished goods warehouse (Thanh Ba - Phu Tho) onto Party B's vehicles.

4.2. Method of Delivery and Receipt:

a - Party B must comply with the prescribed procedural steps and the goods release forms of Party A (The goods release regulation is attached and inseparable from this contract).

b - Party A is only responsible for cement quality defects caused by Party A. If caused by Party B's transportation or storage and preservation after Party A has delivered the goods, Party B shall be fully responsible for resolving the issue and bearing all costs arising with the user or agent (if any).

c - For bulk cement: Delivery shall be from the discharge chute of Party A's silo onto specialized bulk tanker trucks using the method of weighing the tare and gross weight before and after receiving the goods.

Confirmed by the actual weighbridge ticket at Party A's factory weighbridge and sealed with lead seals/clamps at necessary positions for each transport vehicle.

d - For bagged cement: Delivery shall be based on bag count combined with weighing the gross weight via the weighbridge, with each bag weighing 50 kg ± 0.5 kg/bag. The quantity is calculated by bag count. Party B is fully responsible for the quantity when the buyer's representative signs the delivery note. The external condition of the delivery must be intact (not torn). Once Party B accepts, the responsibility for preserving the bags transfers to Party B.

e - Party B has the right to refuse torn packaging. If there is suspicion regarding the standard weight of each bag, Party B must immediately notify Party A to inspect and resolve the issue. Weight complaints are only valid if the bag remains intact and is stored according to regulations.

f - Party B is responsible for complying with storage and sales regulations, ensuring stock levels do not exceed the prescribed limit, which could affect cement quality.

g - If cement is found not to meet quality standards, Party B must immediately notify Party A

to determine the cause and find a solution. If the two parties disagree on the cement quality issue, they shall proceed to seek expert assessment from a competent authority mutually agreed upon by both parties.

Article 5: Method of Payment, Selling Price, Support Policy:

5.1. Method of Payment:

- Before receiving goods, Phu Tung Trading and Construction Co., Ltd. is responsible for maintaining a minimum credit balance of: VND, either in cash or transferred to the account of Phu Tho Cement Joint Stock Company, during the period from 01/01/2026 until the end of 31/12/2026.

- Party B is responsible for prepaying for goods purchased according to a cycle of 5 to 7 days of goods withdrawal.

b - Monthly, the two parties shall mutually agree to reconcile and inform each other of the debt (accounts payable) and the quantity of goods consumed, according to Party A's regulations.

5.2 The selling prices of various types of cement at the warehouse of Vinh Phu Cement Factory are as follows:

1.1 Bagged Cement:

+ Market areas still vacant within the province in the new Lien Minh commune

(Including: Do Son, Do Xuyen, Luong Lo communes of the former Thanh Ba district)

- Vinh Phu Cement PCB40(BG) VND/ton.
 - Vinh Phu PCB30(BG) Cement: VND/ton.
 - + 03-layer bagged cement: Add an additional VND*(The unit price above includes VAT)*
 - + Market areas still vacant outside the province:
 - Vinh Phu PCB40(BG) cement, VND/ton.
 - Vinh Phu PCB30(BG) Cement: VND/ton.
 - + 03-layer bagged cement: Add an additional VND
 - Thanh Ba Cement PCB40(BG) VND/ton.
 - Thanh Ba Cement PCB30(BG): VND/ton.*(The unit price above includes VAT)*
 - + Consumption market area in:
 - Doan Hung commune, Tay Coc commune, Chan Mong commune, Chi Dam commune, new Bang Luan commune of (former Doan Hung district).
 - Tam Nong commune, Tho Van commune, Van Xuan commune, new Tho Van commune of (former Tam Nong district).
 - Thanh Ba commune, new Quang Yen commune (Including: Thanh Ba town, Dong Xuan, Van Linh, Hanh Cu, Yen Khe, Thanh Van, Thai Ninh, Dai An, Dong Linh, Nang Yen, Quang Nap of the former Thanh Ba district).
 - Thanh Ba Cement PCB40(BG) VND/ton
 - Thanh Ba Cement PCB30(BG): VND/ton
- (The unit price above includes VAT)*

1.2 Bulk Cement Powder:

- Bulk Cement Powder PCB40 VND/ton
- Bulk Cement Powder PCB30: VND/ton
 - The selling price is the price delivered onto Party B's transport vehicle at Party A's warehouse. Based on actual conditions and market situation, Party A reserves the right to adjust the selling price at any time without prior notice. However, immediately after the decision regarding the change in selling price takes effect, Party A is responsible for notifying Party B via telephone, fax, email, or in writing for both parties to implement.

Article 6: Responsibilities and Powers of the Parties:

The responsibilities and powers of both parties shall comply with the distribution plan and the current Distribution Regulations applicable to Distributors, which are inseparable from this contract. Article 7: Term of Effectiveness, Contract Termination:

7.1. Term of Effectiveness:

- a) The term for executing this contract is from the date/01/2026

until the end of December 31, 2026.

b) This contract may be renewed multiple times. Upon expiration, both parties shall agree to sign an extension addendum 15 days before the contract expires.

7.2. Contract Termination:

a) *Automatically:*

- Upon contract expiration if one or both parties do not wish to renew according to the provisions in Item 7.1.b) of this contract.
- By written agreement of both parties.
 - Cases of force majeure occurring beyond the control of both parties, resulting in one or both parties being unable to continue the contract despite efforts to overcome the situation.
 - Due to changes in state mechanisms and policies, or by the competent authority, making it impossible for one or both parties to continue.
- One of the two parties becomes bankrupt or dissolved.

b) *Unilateral:*

Party A has the right to unilaterally terminate the contract with Party B at any time in the following cases:

- Party B fails to comply with Party A's regulations, commits acts causing damage to the commercial reputation or commits acts of enticing or bribing Party A's employees for personal gain; Commits acts of unfair competition causing adverse effects on Party A's distribution system.
- Changes the quality of Party A's products (with verifiable evidence)
.In which case, Party B must bear responsibility and Party A shall terminate the contract.

7.3. Responsibilities upon contract termination:

In the event the contract is terminated (under Clause 7.2) of this Article, both parties must fulfill their remaining obligations towards the other party until the contract liquidation is completed.

Article 8: Dispute Resolution:

- Both parties commit to fully implement the clauses stipulated in this contract. During the execution of the contract, if there are any difficulties, obstacles, or changes in price, both parties must timely notify each other in writing or meet directly to discuss specifics and resolve them together.

- The party violating the contract and causing damage to the other party must provide material compensation in accordance with the current laws of the State. If the contract violation cannot be resolved mutually, both parties have the right to file a lawsuit with the People's Court of Area 3 - Phu Tho for resolution, and the Court's judgment shall be the final decision that both parties must comply with. The party at fault shall be responsible for paying the resolution fee.

Article 9: Other Clauses and General Commitments:

9.1. Party A has the right to cease delivery if Party B fails to ensure the clauses stipulated in the contract and the attached appendix (if any).

9.2. All advertising activities, printing of brand, logo, labels, documents, or quality-related materials concerning Party A's products, if carried out independently by Party B, must be supplied by Party A or must receive Party A's consent.

9.3. Absolutely maintain confidentiality regarding business-related matters and the negotiation clauses of the contract.

9.4. This contract is non-exclusive in the market area for both parties. Party A has the right to implement additional distribution contracts with other legal entities within the same market area if deemed necessary to enhance the consumption capacity of Party A's products.

9.5. In the event that Party A's factory temporarily ceases operation for maintenance, resulting in no products available for sale or if products are allocated using a proportional distribution method, Party B shall not attach any conditions.

9.6. When there is a fluctuation in the selling price, for cement lots that have already been fully paid for, the cement selling price shall not change for the entire quantity until delivery to Party B is completed.

9.7. Handling of Violations:

a. If Party B sells outside the assigned market area without Party A's consent, Party B shall be fined by Party A (1st time: VND; 2nd time: ... VND. This amount shall be deducted from Party B's credit balance, and Party A shall transfer

the fine amount to the Distributor responsible for sales in that market area). If Party B violates this provision a 3rd time, Party A shall unilaterally terminate the contract with Party B.

b. In the event that Party B intentionally negatively affects the quality of the product or the reputation of Party A's brand, such as: Counterfeiting, mixing other products that change the quality of Party A's products, Party B shall be responsible before the current law and must compensate 100% of the value of the damage along with related costs to Party A. At the same time, Party A shall immediately unilaterally terminate the contract with Party B upon discovering the violation.

c. Party B shall comply with the regulations on sales within the distribution network, shall not sell outside the designated area, and must sign a commitment and place a certain deposit amount together with other distributors to handle violations (if any).

Article 10: Other Provisions:

10.1. Any changes or supplements to the contract must be expressed in writing and signed by both parties to be enforceable.

10.2. This Contract is made into 06 original copies of equal legal validity, with Party A keeping 04 copies and Party B keeping 02 copies for the execution of the contract.

10.3. Any adjustments to this Contract shall comply with the laws of Vietnam.

Article 11: Related Documents:

- Current Consumption Plan.

- Current Sales and Consumption Regulations for Distributors.
- Current Regulations and Procedures for Goods Issuance./.

**REPRESENTATIVE OF
PARTY A**

**REPRESENTATIVE OF
PARTY B**