

**RESOLUTION**  
**GENERAL MEETING OF SHAREHOLDERS ANNUAL 2025**

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

*Pursuant to the Charter on Organization and Operation of Nha Be Steel Joint Stock Company – VNSTEEL, as approved by the Founding General Meeting of Shareholders on December 15, 2007, and amended and supplemented on October 5, 2022;*

*Pursuant to the Minutes of the General Meeting of Shareholders of the Company dated March 7, 2025.*

**RESOLUTION**

**Article 1.** Approve the report on activities and production and business results in 2024 and the direction of tasks in 2025 of the Board of Directors and the General Director, with **13,749,401** total voting shares of shareholders attending the General Meeting in favor. With the main targets:

- Rolled steel output reached 94,847 tons/Plan 97,000 tons, reaching 99.95%
- Consumption output 95,775 tons/Plan 97,000 tons, reaching 98.74%
- Revenue: 1,391.432 billion VND, reaching 96.16% of the plan
- Profit before tax: 2.953 billion VND

**Article 2.** Approve the Inspection Report of the Board of Supervisors on the Company's operations in 2024, with **13,749,401** total voting shares in favor.

**Article 3.** Approve the audited 2024 financial statements of the Company, with **13,749,401** total voting shares in favor.

**Article 4.** Approve the finalization of salaries and remunerations of members of the Board of Directors and the Board of Supervisors in 2024. Plan of salaries and remunerations for members of the Board of Directors and the Board of Supervisors in 2025. The General Meeting of Shareholders authorizes the Board of Directors to consider and decide with **13,749,401** total voting shares in favor.

**Article 5.** Approve the profit distribution in 2024 with **13,749,401** total voting shares in favor:

Deduction for welfare and reward fund (16% of 2024 PAT): 310,000,000 VND

Deduction for Development Investment Fund: 4,647,012,932 VND

**Article 6.** Agree with the proposal on the Production and Business - Finance and Investment Plan in 2025,

With **13,749,401** total voting shares in favor.



### 6.1. Production and business plan in 2025

- Production: 110,000 tons of rolled steel
- Consumption: 110,000 tons of rolled steel

### 6.2. Financial plan

- Revenue: 1,602 billion VND;
- Profit before tax: 05 billion VND;
- Profit after tax: 04 billion VND;
- PAT/Charter Capital ratio: 2.3%
- PAT/Total assets ratio: 1.1%
- Expected cash dividend: 0%

### 6.3. Investment and development plan, purchase and upgrade of fixed assets in 2025:

No.	Project, equipment, vehicle name	Unit	Plan	Note
<b>I</b>	Development investment project (ongoing)	Million VND	450,000	
<b>1</b>	<i>Investment in construction rolled steel production - Supplementing the steel billet rolling stage with a capacity of 150,000 tons of products/year</i>	Million VND	450,000	
<b>II</b>	Investment project for purchasing and upgrading fixed assets	Million VND	17,100	
<b>1</b>	<i>Block Head Cutting Machine</i>	Million VND	3,600	
<b>2</b>	<i>Billet Heating Equipment Cluster</i>	Million VND	13,500	
TOTAL		Million VND	467.100	

Total investment in purchasing and upgrading fixed assets: 467.10 billion VND.

## Article 7. Approval of several other Submissions.

7.1. Submission assigning the Board of Directors to execute the purchase and sale contract with related Companies, with **13,749,401** total voting shares in favor.

Purchase and sale contracts with a contract value (including outstanding secured debt) equal to or greater than greater than 35% of the total asset value of the company as recorded in the most recent financial statements, and contracts for purchase and sale with related companies: Vnsteel - Southern Steel Company Limited, Vnsteel - Vicasa Joint Stock Company, Vnsteel - Thu Duc Steel Joint Stock Company, Vnsteel - Hochiminh City Metal Corporation, Central Vietnam Metal Corporation; Vinatrans.

7.2. Submission authorizing the Board of Directors to approve the sales credit limit, with **13,749,401** total votes in favor.

- + Sales credit limit: 150 billion VND for Vnsteel - Southern Steel Company Limited.
- + Sales credit limit: 2.5 million USD for Chip Mong Group Co., Ltd- Cambodia.



**Article 8.** Approving the Submission on the selection of an independent audit company for the year 2025, the General Meeting unanimously selects one of the independent audit companies from the list of audit units eligible to conduct audit services approved by the State Securities Commission to audit the financial statements for the unit in 2025.

With **13,749,401** total voting shares in favor.

**Article 9.** Approval of the profit distribution plan for 2025 with **13,749,401** total voting shares in favor:

Allocation to Employee Welfare and Reward Fund (25% of 2025 PAT): 1,000,000,000 VND.

Allocation to Development Investment Fund: 4,130,000,000 VND.

**Article 10.** Approval of the dismissal and election of 01 additional member of the company's Board of Directors

**The dismissal:** Mr. Le Viet and election of 01 additional member of the company's Board of Directors: Mr. Duong Trung Toan with **13,749,401** total voting shares in favor.

**Article 11.** The General Meeting agrees to assign the Board of Directors and the Board of General Directors the responsibility to concretize the Resolution of the General Meeting, establish an action plan to strive to complete the 2025 production and business plan and the contents resolved by the General Meeting on the basis of complying with State laws and the Company's Charter.

**Article 12.** Assign the Supervisory Board the responsibility to supervise and inspect the operations of the Board of Directors and the Board of General Directors in implementing the Resolution of the General Meeting, ensuring compliance with the law and the Company's Charter:

This Resolution was passed by the 2025 Annual General Meeting of Shareholders and is effective from 07/03/2025./.

**Recipients:**

- Shareholders TNB;
- BOD, BOS, BOM;
- Archived: General Affairs Division; Person in charge of corporate governance

ON BEHALF OF THE GENERAL MEETING OF  
SHAREHOLDERS  
CHAIRMAN



*Pham Cong Dung*  
**Pham Cong Dung**



**PROGRAM**  
**ANNUAL GENERAL MEETING OF SHAREHOLDERS 2025**  
**VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY**  
*March 07, 2025*

**1. CEREMONIAL PROCEEDINGS**

- 8:00 AM – 8:30 AM      ▪ Welcoming Shareholders
- 8:30 AM – 8:35 AM      ▪ Flag Ceremony, Declaration of the Meeting’s Purpose, Introduction of Delegates
- 8:35 AM – 8:40 AM      ▪ Report on Verification of Shareholder Attendance Eligibility
- 8:40 AM – 8:45 AM      ▪ Chairman of the Board of Directors opens the Meeting, approves the list of the Presidium, and appoints the Meeting’s Secretary

**2. MEETING AGENDA**

- 8:45 AM – 9:00 AM      ▪ Approval of the Agenda and Meeting Regulations
- 9:00 AM – 9:15 AM      ▪ Report on the Board of Directors' Activities, Production and Business Results of 2024, and the Plan for 2025
- 9:15 AM – 9:30 AM      ▪ Report of the Supervisory Board
- 9:30 AM – 10:00 AM    ▪ Submission to the Meeting of proposals for the approval of: the 2024 Audited Financial Statements; Remuneration for the Board of Directors and Supervisory Board; Profit Distribution for 2024; Production, Business, Financial, and Investment Plan for 2025; Authorization for the Board of Directors to approve sales contracts with related companies; Authorization for the Board of Directors to approve credit limits for sales on credit; Selection of an Independent Audit Company for 2025; Personnel of the Board of Directors; Profit distribution plan for 2025.
- 10:00 AM – 10:15 AM    ▪ Coffee and Tea Break
- 10:15 AM – 10:40 AM    ▪ Discussion, Question & Answer Session
- 10:40 AM – 11:00 AM    ▪ Voting to ratify meeting's agenda as reported
- 11:00 AM – 11:15 AM    ▪ Approval of the draft Resolution of the General Meeting
- 11:15 AM – 11:25 AM    ▪ Approval of the Meeting Minutes
- 11:30 AM                ▪ Meeting Conclusion and Adjournment

**ORGANIZING COMMITTEE**

No: 21/TM-HĐQT

*Ho Chi Minh City, February 14, 2025*

**WORKING REGULATIONS  
ANNUAL GENERAL MEETING OF SHAREHOLDERS 2025  
Nha Be Steel Joint Stock Company - VNSTEEL**

To ensure the principles of openness, fairness, democracy, and compliance with the Charter, facilitating the organization and conduct of the General Meeting of Shareholders.

The Board of Directors of VNSTEEL - Nha Be Steel Joint Stock Company respectfully requests the General Meeting of Shareholders to approve the Working Regulations for the General Meeting as follows:

**I. ORDER OF THE GENERAL MEETING**

1. Upon entering the meeting room, shareholders must be seated in the designated area as instructed by the Organizing Committee and refrain from smoking in the meeting room.
2. Refrain from private conversations and the use of mobile phones during the General Meeting. Kindly set all mobile phones to vibrate and exit the meeting room if a call needs to be made.

**II. VOTING ON MATTERS AT THE GENERAL MEETING**

**1. Principles**

- All matters on the agenda of the General Meeting shall be resolved through a vote by raising voting cards by shareholders.
- Shareholders or their authorized representatives are issued Voting Cards, which indicate the shareholder code, the number of shares eligible for voting, and bear the seal of VNSTEEL - Nha Be Steel Joint Stock Company.

**2. Voting Procedures: Shareholders express their vote (agree, disagree, abstain) by raising their voting cards. To approve a matter, agreeing shareholders shall raise their voting cards as guided by the Chairperson of the General Meeting.**

**3. Voting Regulations**

- Each share held or represented has one voting unit.
- Pursuant to Clause 1, Article 21 of the Company Charter, Resolutions of the General Meeting of Shareholders on the following matters shall be adopted when approved by at least 65% of the total votes of all attending shareholders with voting rights:
  - a) Type of shares and total number of each type of share; b) Change in industries, trades, and business lines; c) Changes in the management structure of the Company; d) Investment projects or sale of assets valued at 35% or more of the total asset value stated in the most recent financial statements of the Company, and e) Reorganization, dissolution of the Company;

- Clause 2, Article 21 of the Company Charter stipulates that other Resolutions are passed when they are endorsed by shareholders representing at least 50% of the total votes of all shareholders present at the meeting.

### **III. STATEMENTS AT THE GENERAL MEETING**

- Shareholders attending the General Meeting who wish to make statements or discuss matters must register the content of their statements and receive approval from the Chairperson.

- Method of Speaking: Shareholders shall speak concisely and focus on the key content needing discussion relevant to the approved agenda of the General Meeting. The Chairperson will arrange for shareholders to speak in the order of registration, and concurrently address the queries from the shareholders, or will address such later through formal written channels, when applicable and more suited to respond properly to said queries.

### **IV. RESPONSIBILITIES OF THE CHAIRPERSON**

1. Preside over the General Meeting of Shareholders in accordance with the agenda and regulations approved by the General Meeting of Shareholders. The Chairperson shall work on the principle of democratic centralism, and decisions shall be based on a majority vote.

2. Guide the General Meeting of Shareholders in the discussion and voting procedures, on matters listed within the agenda and related matters throughout the duration of the meeting.

3. Resolve issues arising throughout the duration of the General Meeting of Shareholders.

### **V. RESPONSIBILITIES OF THE SECRETARIAT**

1. Fully and accurately record the entire proceedings of the General Meeting, including matters approved by shareholders and any outstanding issues noted during the meeting.

2. Prepare the Minutes of the General Meeting and draft Resolutions on matters that have been approved at the meeting.

### **VI. RESPONSIBILITIES OF THE BALLOT COMMITTEE**

1. Verify election results and record shareholder votes concerning specific resolutions at these convenings.

2. Promptly notify the Secretary of the voting results.

### **VII. MINUTES OF THE GENERAL MEETING OF SHAREHOLDERS**

All content at the General Shareholders' Meeting must be recorded by the Secretary in the Minutes of the General Shareholders' Meeting. The resolutions of the General Shareholders' Meeting must be read and approved before the meeting is adjourned.

The above is the complete working regulation for the 2025 Annual General Shareholders' Meeting of VNSTEEL - Nha Be Steel Joint Stock Company. We respectfully submit it for the meeting's consideration and approval.

#### ***Recipients:***

- NBS Shareholders;
- Archived: Corporate Secretary,  
BOD

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



**Pham Cong Dung**

**REPORT**  
**ACTIVITIES OF THE BOARD OF DIRECTORS, PRODUCTION RESULTS**  
**BUSINESS PERFORMANCE IN 2024 AND DIRECTION FOR 2025**

**1. ACTIVITIES OF THE BOARD OF DIRECTORS**

**1.1. Assignment of duties to members**

The Board of Directors consists of 5 members and is assigned as follows:

- Mr. Le Viet - Specialized Chairman of the Board of Directors, responsible for the general management and development of the company's development policies, was dismissed as Chairman of the Board of Directors on 17/01/2025.

- Mr. Nguyen Minh Tinh - General Director, legal representative of the Company, responsible for the preservation and development of the Company's assets.

- Mr. Nguyen Huu Khanh – Deputy General Director, responsible for technical work, quality policy, and participates in building medium and long-term plans.

- Mr. Pham Cong Dung – Non-executive Member, Chief of Office of the Corporation, responsible for coordinating between the Company's Board of Directors and the specialized departments of Vietnam Steel Corporation. Mr. Pham Cong Dung was appointed as Chairman of the Board of Directors according to Resolution No. 16/NQ-HĐQT dated 17/01/2025.

- Ms. Nguyen Thuy Ly - Non-executive Member, participates in the development of the company's medium and long-term plans.

**1.2. Issuance of operating regulations**

During the year, the Board of Directors amended and supplemented the Regulations on the sale of steel products.

**1.3. Board of Directors Meetings**

- From the Annual General Meeting of Shareholders in March 2024 and the Extraordinary General Meeting of Shareholders in July 2024 to the present, the Board of Directors has held 4 periodic meetings with the following contents: reviewing and evaluating the production and business results of each quarter in 2024, approving regulations and solutions for corporate governance.

- The Board meetings were conducted in accordance with proper procedures, ensuring the quality of work and issuing resolutions for implementation.

**1.4. Assessment of the Board of Directors' ability to perform its duties**

Based on the principles of prioritizing the interests of the company, shareholders, obligations to the state, and the interests of employees, despite limitations in business and marketing strategies and investment strategies due to the specific conditions of the Company, the Board of Directors has made considerable efforts to lead the company through difficulties.

## **2. RESULTS OF IMPLEMENTING PRODUCTION AND BUSINESS TASKS AND OTHER ACTIVITIES IN 2024**

### **2.1. General Situation**

- 2024 was a turbulent and challenging year for the global economy as it faced a series of challenges, declining growth, rising bad debts, sluggish investment, and the undesirable consequences of geopolitical instability, the escalating Russia-Ukraine war, and the outbreak of the Israel-Hamas conflict.

- The global steel market faced many macroeconomic issues related to inflation, economic recession, and the risks of a global financial crisis, which significantly impacted the supply and demand of steel worldwide, leading to instability. Demand from major markets around the globe continued to decline, and despite a prolonged period of weakness, the global steel market had not yet shown many signs of recovery.

Amidst sluggish global economic and trade growth, the Vietnamese economy has seen some improvement, albeit not as substantial as anticipated, owing to the Government's endeavors to stabilize the macro-economy, maintain reasonable interest rates, and implement supportive policies for businesses.

The domestic market is still characterized by a significant supply surplus, compelling brands to engage in fierce competition for market share in both construction and civil sectors. Additionally, the declining real estate market coupled with delays in public investment projects, and rising borrowing costs due to banks collectively raising lending rates and tightening credit, have sharply curtailed demand for construction steel while diminishing business efficiency.

The Cambodian export market is experiencing slow consumption and faces intense pressure as Chinese and Southeast Asian steel prices continue their steep decline for finished products. Southern Steel /V/ rebar faces stiff competition in export prices from Hoa Phat, Tay Do, ...

#### **2.1.1. Advantages**

Always receiving close and appropriate guidance and support from the leadership of the Corporation, along with the active assistance of the functional departments of the Corporation and the coordinated support of units within the steel system /V/ in providing raw materials and consuming rebar and rolled steel products.

The team of employees is united, consensus-driven, dynamic, and creative, overcoming challenges through various solutions to increase consumption output, reduce costs, and maintain a stable workforce.

The management system in production is effectively utilized, contributing to the control of technology and quality, with the proportion of defective products and products with poor surface quality gradually decreasing, and the quality of packaging being improved, thereby enhancing the brand reputation of steel products /V/ in the market.

#### **2.1.2. Challenges**



- The products of rebar, rolled steel, and angle steel are all produced on the same Pomini rolling mill, which necessitates frequent changes in product types, affecting productivity and equipment efficiency, and complicating scheduling efforts. The company is not proactive in securing its raw material supply of steel billets, and its profits heavily depend on the price differential between steel billets and finished steel products. The steel products in the market face strong competition regarding selling prices and production costs.

- Angle steel products are of a smaller size and, despite their reputable quality, face limitations when participating in construction orders. They are strongly competed against by similar products of inferior quality at lower prices and are gradually being replaced in the consumer market by box steel products. Therefore, it is challenging to expand market share to increase output.

- Production is at a low volume, achieving only 65% to 70% of the rolling line's capacity, with frequent downtimes and production halts, which increases product costs and consumption rates, significantly impacting profit margins. Additionally, labor productivity per person has decreased, leading to lower incomes, which greatly affects recruitment and retention efforts, especially for young and skilled workers.

- The company's financial capacity is limited, with working capital for purchasing steel billets primarily sourced from bank loans. This is particularly challenging during months of low sales, making it difficult to manage short-term debt obligations.

## **2.2. Implementing the Resolution of the 2024 Annual General Meeting of Shareholders**

### **2.2.1. Plan**

- Production - Consumption: 97,000 tons of rolled steel
- Revenue: 1,477 billion VND
- Profit before tax: 3 billion VND

### **2.2.2. Implementation Results**

- Production reached 94,848 tons, achieving 97.78% of the plan and equal to 99.95% compared to the same period last year. In which:

+ Angle steel production reached 30,255 tons, an increase of 26.06% compared to the 2024 plan and an increase of 11.2% compared to the same period last year.

+ Deformed steel bar production reached 55,733 tons, equal to 91.37% compared to the 2024 plan, and equal to 95.77% compared to the same period last year.

+ Rolled steel production reached 8,861 tons (Production: 7,855 tons; processing: 1,006 tons), equivalent to 73.84% of the 2024 plan, equal to 93.30% compared to the same period.

- Consumption reached 95,775 tons, achieving 98.74% of the plan and increasing by 0.17% over the same period last year. Details are as follows:

+ Angle steel consumption reached 31,050 tons (export: 15,356 tons; domestic: 15,694 tons), a 29.38% increase compared to the 2024 plan, and 14.43% increase year-over-year.

+ Deformed steel bar consumption reached 56,220 tons (export: 16,400 tons; domestic: 39,820 tons), reaching 92.16% of the 2024 plan and equaling 94.11% of the same period.

+ Rolled steel consumption reached 8,504 tons, reaching 70.88% of the plan, and equal to 97.3% compared to the same period.

- Net revenue reached 1,391,432 billion VND, equal to 96.16% of the annual plan.

- Profit before tax: 2,953 billion VND.

- Salaries:

+ Total employee payroll: 28,505.040 million VND

+ Total management payroll: 2,140.03 million VND

+ Total remuneration of the non-executive members of the Board of Directors and Supervisory Board: 174 million VND.

## **2.3. Implemented Contents**

### **2.3.1. Production and Business Activities**

*(Please refer to Appendices 01 and 02 of the report)*

### **2.3.2. Other Activities**

**2.3.2.1. Regarding corporate finance:** effectively implement the regulations on financial accounting in business operations and the financial regulations of the Company, while continuously improving solutions to enhance capital efficiency. Ensure full compliance with tax obligations and contributions to the state budget, manage debts effectively, and avoid the emergence of bad debts or difficult-to-collect receivables. Carry out regular financial reporting, inventory checks, and audits, and promptly address any shortcomings identified during audits.

### **2.3.2.2. Regarding Investment Activities for Procurement – Repair and Upgrade of Fixed Assets**

+ Investment in additional fixed assets and upgrades:

\* Five-seat car for production and business activities: Completed

\* Steel bar counting and separating cluster: Installation completed. Collaboration ongoing with vendors for setup; initiating testing in progress with subsequent plans in progress with goals aligned

+ Major equipment repair:

\* Completed: 4/5 items

\* In progress: 1/5 items

+ Construction:

\* Completed: 4/4 items

No.	Item	Approved Budget (Trillion VND)	Settlement (Trillion VND)	Note
<b>Investment in additional purchase and upgrade of fixed assets</b>				
1	Steel bar counting cluster	2,254.5	2,249.7	Installation completed. Undergoing test run and collection
2	5-seat car	1,600	1,568	Completed
<b>Major equipment repair</b>				
1	Cardan shaft support assembly – Roughing mill	190,000,000		In progress (Budget: 155,336,990 VND)
2	Deawoo D70S forklift	150,000,000	135,350,000	Completed
3	CNC machine repair	230,000,000	199,800,000	Completed
4	Roller conveyor K8 repair	50,000,000	35,757,188	Completed
<b>Major construction and repair</b>				
1	Regular maintenance	300,000,000	290,066,286	Completed
2	Renovation and alignment of crane runway girder in CD bay	450,000,000	385,220,000	Completed
3	Repair of mechanical workshop roof	250,000,000	195,306,509	Completed
4	Renovation and upgrade of worker bathrooms	180,000,000	165,674,307	Completed

**2.3.2.3. Regarding the investment project for rolled construction steel production – Supplementing the steel billet refining stage with a capacity of 150,000 tons of products/year:**

**+ Results and implementation plan:**

- The tasks completed during the preparation phase for the project include: Issuance of the environmental permit – August 2023. Approval of the Detailed Project Report – May 2024. Approval of the Procurement Plan – August 2024. Issuance of private shares for the Vietnam Steel Corporation; Adjustment of the Investment Registration Certificate in October 2024; Planning for the connection and agreement on the route of the 110kV power line for the 40MVA transformer station;

- The tasks implemented during the execution phase include: Completion of contractor selection and organization of the implementation of consulting packages (Package 15 – Electrical Design, Package 16 – Construction Design, Package 23 – Construction Design Verification, Package 24 – Electrical Design Verification) starting from October 2024; Additional geological survey drilling – January 2025; Organization of contractor selection for Package 1 – Main equipment for the steelmaking workshop starting from December 2024;

- The preparatory tasks according to the plan include: Completion of procedures for connecting the 110kV power source; Signing of the credit contract for commercial loan funding; Execution of procedures for obtaining a construction permit; Organization of bidding and implementation of contracts according to the approved contractor selection plan.

- Disbursed value: 2,457 million VND

+ **Regarding the private placement of shares to investors**, in order to implement the Resolution of the Extraordinary General Meeting of Shareholders in 2024, No. 81/NQ/ĐHĐCĐ dated July 29, 2024, the company has carried out the necessary tasks:

- Submitted the issuance dossier to the State Securities Commission (SSC) on 05/8/2024.
- Completed and submitted the 5th supplemental explanation document on 09/12/2024.
- The State Securities Commission of Vietnam (SSC) approved the private placement registration dossier on 07/01/2025.
- Sent notification to Vietnam Steel Corporation regarding share purchase payment for the private placement: From 15/01/2025 to 06/04/2025.

#### **2.3.2.4. Regarding Electromechanical Engineering, Safety, and Product Quality:**

- The rolling mill equipment is maintained for stable production. Efforts are made to implement production management plans and equipment management strategies to enhance management efficiency, promote cost-saving awareness in production, improve equipment utilization rates, and maintain stable average rolling productivity.

- Effectively leverage investment items that contribute to improving working conditions for employees and enhancing labor productivity.

- The company applies the ISO 9001/2015 quality management system, which operates stably. Quality management of products is always emphasized, ensuring compliance with regulations from the incoming raw materials to various production stages (such as stabilizing the base, surface quality, product packaging, etc.), contributing to ensuring product quality before market release. Over the past year, the promotion of technology applications in product quality management has improved the accuracy of data and its timeliness, effectively supporting the management of finished products and sales. The Quality Management, Business Planning, and Rolling Mill departments consistently collaborate well in this work, promptly and appropriately addressing customer feedback, which helps build customer trust in the Southern Steel brand. However, there were still 6 customer complaints this year: angle steel 50x50x3 – waviness; 50x50x4 - edge deviation; 50x50x6; 75x75x6 - warping; 30x30x3, 50x50x5 - short steel bars in the bundle. All complaints have been handled according to the correct procedures, in a timely and satisfactory manner.

#### **2.3.2.5. Labor Organization and Office Administration.**

- Labor at the beginning of the year: 151. Labor at year's end: 150. Yearly average: 152 employees

- The organization restructured labor, streamlined the management apparatus, and addressed workforce reductions: 15 were laid off, 7 retired, and 21 new workers were recruited.

- The practice of paying wages based on productivity, quality, and business efficiency was maintained. The average income for the year reached 16.27 million VND per person per month.

- A review of labor organization was conducted to align with production and business requirements. Recruitment of skilled labor faced challenges, but policies were implemented to retain a stable workforce. Social insurance, health insurance, unemployment insurance, allowances, and retirement benefits were provided in accordance with the law, ensuring workers' rights.

- The work of ensuring security and safety for the enterprise received careful attention. The company's dedicated security force, self-defense team, and fire prevention and fighting unit successfully fulfilled their duties, enhancing the role of the community protection network to prevent negative incidents within the unit and ensuring the absolute safety of assets, equipment, and order, especially during holidays and festivals. Close working relationships were maintained with police, military, and local authorities in the campaign to build a safe area.

- Specialized training, mentoring, and advanced training for management staff were implemented. Throughout the year, 291 individuals participated in training courses on professional skills, occupational safety and health, and total quality management, resulting in salary increases for 24 workers, which effectively supported the company's operations.

- A review, amendment, and supplementation of the company's regulations were carried out to align with current legal provisions and the regulations of the parent company, creating a legal framework for business operations.

- Software applications were deployed to ensure the smooth operation of company leadership, production, and sales activities.

- The continued application of software in management has yielded significant results.

- The installation of the corner steel bundling unit and the steel bar counting and separating machine was completed, enhancing production efficiency and reducing labor resources.

- Monthly financial analysis and cost benchmarking activities were maintained to control expenses and further promote savings, instilling a sense of responsibility among workers, particularly in monitoring electricity, gas, and scrap consumption.

- Efforts to promote initiatives and technical improvements were intensified, resulting in 18 recognized initiatives and solutions during the year.

- Attention was given to the management of company land that was allocated and leased, and investment in the steel smelting project was initiated to utilize the remaining land effectively.

- Management plans for equipment, production, and the company's structure were developed in preparation for the operation of the steel smelting project.

#### **2.4. Existing issues**

- The research and market assessment, production scheduling, and inventory optimization efforts have not been effective, failing to capitalize on market opportunities to increase the company's profits.

- In terms of technology and equipment management: the ability to predict failures, the quality of repairs and maintenance of equipment is lacking, coordination among departments is not fully synchronized, and there is insufficient adherence to plans, regulations, and processes in production management.

- The quality management efforts have made significant progress. However, during the year, there were six customer complaints, indicating that the implementation of quality

management is still somewhat limited, production benchmarks are unstable, and there are issues with warped corner products.

- The recruitment of skilled professionals and technical workers in the Nhơn Trạch area is challenging and does not meet the company's needs. Training efforts have not kept pace with requirements, partly due to limited learning conditions arising from work and commuting constraints, and the training of personnel directly involved in production has not met expectations.

- The implementation of certain management plans and action programs has been slow, lacking innovation and breakthrough, resulting in low effectiveness.

- The relocation of the headquarters to Nhơn Trạch, Đồng Nai has not been completed, as it is awaiting a decision from the tax authority regarding tax settlement.

### **3. TASK ORIENTATION 2025**

#### **3.1. Market Situation Assessment**

- The demand for steel globally and domestically has not fully recovered, and the steel industry continues to face challenges.

- To reduce the surplus domestic supply, China will increase exports at low prices, which poses difficulties for local manufacturing companies.

- Domestic steel consumption is expected to recover as the real estate market improves and public investment is boosted. However, the steel industry continues to struggle due to rising raw material and energy input costs, which increase production expenses, while competitive selling prices are becoming more aggressive, making it difficult to achieve profitability in production and business operations..

#### **3.2. Status of VNSTEEL - Nha Be Steel Joint Stock Company (TNB)**

With the increasingly complex and unpredictable market situation both domestically and internationally, TNB, as a pure billet unit (without steel billet smelting), assesses the factors affecting the achievement of the targets for 2025 as follows:

- Steel billets: Due to the lack of control over the source of billets, there is a risk when prices fluctuate.

- Decreased consumption, high inventory levels, and banks reducing lending limits, while the company relies 100% on borrowed capital, affecting the company's funding sources.

- The consumption volume of rebar and rolled steel at TNB in 2025 is expected to improve compared to 2024, but will not see significant increases, as the market share of Southern Steel is shrinking, with strong price competition between the Southern Steel brand and other brands such as Hoa Phat Steel, VAS, etc. Southern Steel will increase its volume but will need to continue lowering prices to narrow the price gap for competitive sales, leading to ongoing profitability challenges in the residential segment SD295/CB300V.

- The consumption volume of domestic and export angle steel continues to face difficulties, with projects recovering slowly and fierce competition between domestic manufacturers and angle steel from China.

- The decline in production volume affects workers' income, posing a risk of experienced and skilled workers leaving and difficulties in recruiting replacements..

### 3.3. Developing the 2025 Plan

In light of the above assessments, based on the evaluation of the Company's performance results for 2024 and the condition of equipment and technology, the strategies and solutions that have proven effective in production and business will continue to be applied and improved with the goal of operating at full capacity, enhancing equipment efficiency, ensuring the livelihood, and increasing income for workers. The Company has developed a production and business plan, as well as a financial and investment plan for 2025 as follows:

#### 3.3.1. Production – Financial – Investment Strategic Roadmap –

- Production: 110,000 tons of rolled steel
- Sales/ Consumption 110,000 tons of rolled steel.
- Net Revenue 1,601.745 billion VND
- Profit Before Tax 5 billion VND
- Profit After Tax 4 billion VND
- PAT / Charter Capital Ratio 2.3%
- Return on Assets (ROA): 1.1%
- Average employee income: strive to achieve over 16.5 million VND/person/month

#### 3.3.2. Fixed Asset Investment, Procurement, and Upgrade Plan

##### 3.3.2.1. Fixed Asset Procurement and Upgrade Investment Plan

No.	Project name, equipment, vehicle	Unit	Plan	Note
1	<i>Block Head Cutting Machine</i>	<i>Million Dong</i>	<i>3,600</i>	
2	<i>Billet Heating Equipment Set</i>	<i>Million Dong</i>	<i>13,500</i>	
<b>TOTAL</b>		<b>Million Dong</b>	<b>17.100</b>	

Total investment in fixed asset procurement and upgrade: 17.1 billion VND

##### 3.3.2.2. Plan for investment in construction steel production – Addition of a steel billet smelting process with a capacity of 150,000 tons of product per year.

- Complete the procedures for connecting the 110kv power source;
- Sign credit contracts for commercial loan sources;
- Carry out construction permit application procedures;
- Organize bidding and implement contracts according to the approved contractor selection plan.
- Implement project management and execution tasks according to regulations

##### 3.3.2.3. Plan for Private Placement of Shares to Investors

- On January 7, 2025, the State Securities Commission (SSC) issued official letter No. 106/SSC-QLCB regarding the receipt of the registration documents for the private placement of shares by Nha Be Steel.

- Based on this, on January 10, 2025, the Board of Directors approved a resolution regarding the timeline for the private placement of shares to investors from January 15, 2025, to April 6, 2025.

- Accordingly, within 10 days from the end of the offering period (when investors have completed their payment as required), the Company will report the results of the offering and submit the documents to the SSC in accordance with legal regulations.

- After the SSC issues a letter acknowledging the receipt of the Company's report on the results of the private placement of shares, the Company will proceed with the necessary procedures to register additional securities and register for additional trading, along with any other required legal procedures.

The Board of Directors' activities will focus on leading and directing the following issues:

### **3.4. Work Aspects**

#### **3.4.1. Legal Affairs**

- Continue to supplement, update, and complete the Company's legal documents according to newly amended and supplemented laws.

- Regularly innovate and update the Company's business policies flexibly, efficiently, and suitably to the unit's characteristics and market demands.

- Monitor and promptly grasp the policies of the State (Central and local), and of the Industry to timely adjust and supplement the unit's operational direction, especially regarding international integration.

#### **3.4.2. Product Development**

- Continue to leverage the company's strengths in angle steel products, consolidate and expand the company's market share in the domestic market, and enhance the export of products to regional markets.

- Focus on developing additional high value-added product lines of shaped steel.

#### **3.4.3. Finance and Investment**

- Enhance the efforts to save production costs, increase capital turnover, and prevent the emergence of bad debts and uncollectible debts. Ensure compliance with financial and accounting regulations in business operations and the company's financial regulations.

- Promote the role of cost and price monitoring. Timely update and analyze cost data, pricing, financial analysis, and monthly sales costs to advise management on measures to organize business operations to achieve set goals.

- Conduct monthly financial analysis, practice cost-saving measures to combat waste throughout the company, actively seek reasonable interest rate loan sources, and implement cost reduction measures while continuously improving solutions to enhance capital efficiency.



- Ensure full compliance with tax payments, state budget contributions, and effective management of accounts receivable, avoiding the emergence of bad debts and uncollectible debts. Timely and accurately report periodic financial statements, conduct inventory checks, audits, and promptly rectify any shortcomings identified during audits.

- Bring new investment projects into stable operation, maximizing the effectiveness of investment projects to enhance labor productivity and product quality.

- Update new regulations in construction investment to implement investment items in accordance with the established guidelines.

- Implement procurement investment items in 2025 according to the plan, adhering to current regulations.

- Concentrate all resources on implementing the investment project for the steel refining process, ensuring labor safety, meeting deadlines, and complying with legal regulations. Develop plans for organizing the steel refining project, including funding, raw materials, organizational structure, recruitment, and personnel training.

### **3.5. Principal Solutions for 2025**

#### **3.5.1. Programs and Focal Points for Implementation in 2025**

- Develop a long-term plan and a system of solutions to gradually increase consumption volume, bringing the company's production capacity closer to equipment capacity in order to improve production costs per ton of product in a competitive environment with large manufacturers that have advantages in technology and billet production. This includes major solutions such as product restructuring, outsourcing, and changing consumption structures: increasing the output of angle steel, improving and expanding the domestic market for rebar and rolled steel. Organize a tight schedule for production allocation, streamline item changes, and calculate the actual costs of each product.

- Implement corporate management according to the digital transformation plan, utilizing production management software to monitor the input and output of materials. Ensure comprehensive integration across the company to provide timely and accurate daily and monthly information to company leadership.

- Establish a long-term work program for recruitment, training, and arranging human resources, including a succession of management and technical personnel, to align with the pure rolling production model.

- Execute investment strategies and investment items aimed at increasing output and productivity, reducing production costs, and improving labor efficiency through automation and specialization to enhance the effectiveness of the company's capital investment in recent years.

- Complete legal documents, regulations, and corporate governance rules that are appropriate and consistent with current legal documents.

#### **3.5.2. Production and Business Activities**

- Closely monitor the domestic and global market situation to implement effective solutions, manage production and business flexibly, and maximize market opportunities.

- As a pure casting unit, the price of raw steel billets significantly impacts production efficiency. The management of incoming raw materials is conducted according to market mechanisms and collaboration within the system. Additionally, the company continuously seeks reasonably priced, competitive billets that ensure quality for production, maintaining the policy of buying and selling to keep inventory levels as low as possible in line with finished steel consumption, thereby minimizing risks during sensitive price fluctuations.

- Continue to pursue the goal of reducing production costs: quickly and effectively exploit investment categories, stabilize technological equipment, increase equipment utilization efficiency to boost productivity, save on auxiliary materials, and reduce the inventory base of auxiliary materials to an appropriate level, while minimizing waste of steel billets, gas, and electricity.

- Rigorously integrate with the sales department in product consumption activities, effectively exploit products, and seek new markets. Participate reasonably in the consumption of exported rebar to mitigate losses when the market is unfavorable for pure casting technology.

### **3.5.3. Technical – Electromechanical – Product Quality Operations**

- Maintain and enhance the effectiveness of the Production Management Plan by monitoring the implementation of equipment inspection tasks, planning maintenance, and executing proactive repairs. Ensure that technological equipment operates stably, preventing prolonged production stoppages due to incidents that affect business operations.

- Contribute to controlling production costs by managing the quality of spare parts, controlling inventory, and overseeing the use of spare materials in production, ensuring economical use and preventing waste.

- Implement major equipment repairs and basic construction according to plan, achieving quality standards and maintaining equipment in the most stable operational condition to enhance production efficiency.

- Maintain the ISO 9001:2015 and ISO 17025:2017 quality management systems. Focus on effectively implementing and applying the established processes and regulations from the input raw materials to the output stages of the product. Explore the expansion of angle steel products to meet customer demands.

### **3.5.4. Corporate Governance Operations**

- Regularly educate and raise awareness about compliance with labor discipline and self-protection among workers.

- Implement training and skill development plans to enhance the professional qualifications of the technical and management workforce, building a quality human resource base to meet current demands and project needs.

- Continue to improve the salary regulations and payment schemes to align with the company's operational requirements, ensuring continuous enhancement of income and stabilizing the material and spiritual life of employees, fostering a positive mindset for business operations.

- Develop fire prevention and fighting plans and implement regulations on fire safety; effectively carry out flood prevention measures.

- Ensure the quality and safety of meals during breaks, provide hazardous substance allowances, and take care of workers' health.

- Manage the use of labor days strictly and effectively. Implement restructuring and labor reallocation with the goal of efficiency and streamlining.

### **3.5.5. Investment Operations**

- Bring new investment projects into stable operation, maximizing the efficiency of investment projects to enhance labor productivity and product quality.

- Update new regulations in the construction investment sector to implement investment items in compliance with the established rules.

- Implement procurement investment items in 2025 according to the plan, adhering to current regulations.

- Concentrate all resources on implementing the investment project for the additional steelmaking process, ensuring labor safety, meeting deadlines, and complying with legal regulations. Develop plans for: organizing the implementation of the steelmaking project, funding sources, raw materials, organizational structure, recruitment, and personnel training..

Under the leadership of the Board of Directors of the Company, along with the support of the parent company - Vietnam Steel Corporation, the units within the steel system /V/, through their dedicated efforts, the staff and workers of Nha Be Steel Joint Stock Company are determined to strive for the successful implementation of the production - business - investment plan for the year 2025.

This is the report of the Board of Directors on the overall activities of the Company for the year 2024 and the strategic direction for 2025. We respectfully present it to the shareholders.

**Recipients:**

- Shareholders;
- BOD, BOS, BOM;
- Archived: General Affairs  
Division, BOD

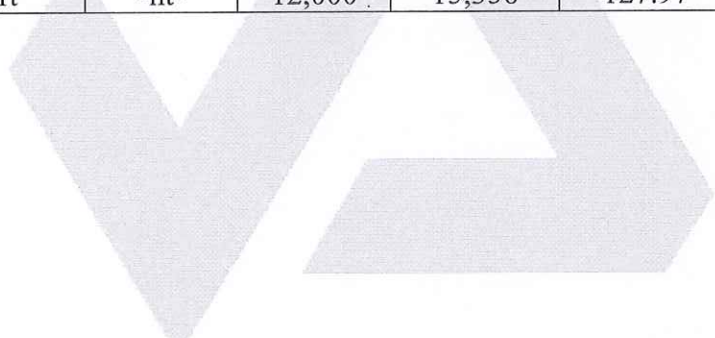
**ON BEHALF OF THE BOARD OF DIRECTORS  
CHAIRMAN**



**Pham Cong Dung**

## Appendix 1: PRODUCTION AND BUSINESS RESULTS 2024

No.	Product	Unit	2024 Plan	2024 Actual	% Compared to 2024 Plan	% Compared to 2023	2023 Output
<b>A</b>	<b>Production</b>	<b>Ton</b>	<b>97,000</b>	<b>94,848</b>	<b>97.78</b>	<b>99.95</b>	<b>94,897</b>
1	Deformed Bar Steel	-nt-	61,000	55,733	91.37	95.77	58,193
2	Coil Steel	-nt-	12,000	8,861	73.84	93.30	9,497
3	Angle Steel	-nt-	24,000	30,255	126.06	111.20	27,207
<b>B</b>	<b>Consumption</b>	<b>Ton</b>	<b>97,000</b>	<b>95,775</b>	<b>98.74</b>	<b>100.17</b>	<b>95,613</b>
<b>1</b>	<b>Deformed Bar Steel</b>	<b>-nt-</b>	<b>61,000</b>	<b>56,220</b>	<b>92.16</b>	<b>94.11</b>	<b>59,737</b>
1.1	Domestic	-nt-	44,000	39,820	90.50	96.28	41,358
1.2	Export	-nt-	17,000	16,400	96.47	89.23	18,379
<b>2</b>	<b>Rolled steel</b>	<b>-nt-</b>	<b>12,000</b>	<b>8,505</b>	<b>70.88</b>	<b>97.30</b>	<b>8,741</b>
<b>3</b>	<b>Angle steel</b>	<b>-nt-</b>	<b>24,000</b>	<b>31,050</b>	<b>129.38</b>	<b>114.43</b>	<b>27,135</b>
3.1	Domestic	-nt-	12,000	15,694	130.78	113.93	13,775
3.2	Export	-nt-	12,000	15,356	127.97	114.94	13,360

  
**VNSTEEL**  
**THÉP NHÀ BÈ**

## Appendix 2: FINANCIAL RESULTS

INDICATOR	Plan 2024	Actual 2024	Actual 2023	2024/2023 (%)	% increase/ decrease
1. Net revenue	1,477,047	1,391,432	1,447,636	-56.204	-3.88%
2. Cost of goods sold	1,416,097	1,333,154	1,384,961	-51.807	-3.74%
3. Gross profit	60,950	58,278	62,675	-4.397	-7.02%
4. Selling expenses	12,000	13,902	12,836	1.066	8.30%
5. General and administrative expenses	32,000	30,622	33,166	-2.544	-7.67%
6. Profit from operating activities	2,950	3,084	2,530	554	21.90%
7. Profit from financial activities	-14,000	-10,670	-14,143	3.473	
- Financial income	1,000	2,665	2,188	477	21.80%
- Financial expenses	15,000	13,335	16,331	-2.996	-18.35%
8. Profit from other activities	50	-130	288	-418	
- Other income	500	815	842	-27	-3.21%
- Other expenses	450	945	554	391	-70.58%
9. Total profit before tax	3,000	2,953	2,818	135	4.79%
10. Corporate income tax expense	600	1,019	1,041	-22	-2.11%
11. Profit after tax	2,400	1,934	1,776	158	8.90%
12. Budget contributions	1,400	1,509	281	1,228	
13. Total employees (people)	163	152	160	-8	-5.00%
14. Average monthly salary	16,830	16,801	15,9	0,9	5.65%

**REPORT OF THE BOARD OF SUPERVISORS  
YEAR 2024**

- Based on the Charter of Vnsteel - Nha Be Steel Joint Stock Company.
- Based on the Operational Regulations of the Supervisory Board.
- Based on the quarterly, semi-annual, and annual financial reports for 2024 of Vnsteel - Nha Be Steel Joint Stock Company.

The Board of Supervisors of Vnsteel - Nha Be Steel Joint Stock Company reports the results of the inspection and supervision in 2024 as follows:

**I. Activities of the Board of Supervisors:**

The Board of Supervisors of Vnsteel - Nha Be Steel Joint Stock Company, comprises 03 members, specifically:

1. Mr. Nguyen Quoc Thieu, Head of the Board.
2. Mr. Bui Van Vinh, Member.
3. Ms. Cu Thi Thuy Linh Member.

During 2024, the Board of Supervisors closely adhered to the activity program to implement its tasks, specifically as follows:

- Supervised and evaluated the activities of the Board of Directors related to the implementation of the 2024 Plan approved by the General Meeting of Shareholders.
- Conducted supervision and assessment of the Company's production and business activities to identify risks and propose appropriate recommendations and solutions for the executive board.
- Reviewed and evaluated the implementation of asset procurement, investment, and major repairs.
- Inspected and reviewed quarterly financial statements to evaluate the legality, reasonableness, and truthfulness of financial data.
- Checked the inventory, receivables, and prepaid expenses.
- Assessed the completion of key targets approved by the 2024 General Meeting of Shareholders.
- Participated in meetings of the Board of Directors.
- Held meetings to discuss the contents of the Board of Supervisors' reports.

**II. Results of supervising the activities of the Board of Directors and the Executive Board**

- The Company's Board of Directors held all necessary meetings to review and evaluate the implementation of tasks and work plans during the period, and to

formulate subsequent plans and activity programs; The contents of the Board of Directors' meetings are fully reflected in the meeting minutes and resolutions of the Board of Directors to direct implementation.

- The company also successfully held an Extraordinary General Meeting of Shareholders, approving the main contents related to the Approval of the Feasibility Study Report of the Construction Steel Rolling Production Investment Project - Supplementing the steel billet refining stage with a capacity of 150,000 tons of products/year and the Private Placement Plan to investors (Vietnam Steel Corporation).

- The management board has made significant efforts to closely implement the resolutions assigned by the Board of Directors and fulfill its responsibilities, especially during periods of rapid market fluctuations, both favorable and challenging. They have capitalized on opportunities in the favorable market conditions of the fourth quarter, increasing sales volume and boosting profits to offset the losses incurred over the previous nine months, nearly achieving the annual plan. The management has effectively utilized existing resources in terms of capital, assets, and financial leverage. Although the plan was not fully realized, the company still generated profits, ensured financial resources, and increased income for employees. However, the market forecast for 2025 remains challenging, with demand not improving and strong competition from low-priced imports from China. The leadership needs to closely oversee production, sales, and inventory management to minimize risks associated with price fluctuations. The year 2025 will also require the leadership to ensure effective business operations while simultaneously launching and implementing the steel production project as planned, all while securing jobs and income for the workforce.

The remuneration for the non-executive members of the Board of Directors has been fully paid in accordance with the regulations set forth in the 2024 General Shareholders' Meeting resolution. Other members who are directly involved in management receive salaries from the Company and therefore do not receive additional remuneration.

In 2024, the Supervisory Board did not receive any recommendations from shareholders regarding violations by the Board of Directors, the Supervisory Board, the General Director, the Chief Accountant, or other management personnel of the Company. The Supervisory Board also received cooperation and support from the Board of Directors, the General Director, and various departments and management staff to facilitate its inspection and supervision activities.

### **1. Regarding the Financial Status: Consolidated Statement of Financial Position as of 2024-12-31 (Unit: Million VND)**

No.	Indicator	31/12/2024	31/12/2023	+/-	%
<b>A</b>	<b>TOTAL ASSETS</b>	<b>483,943</b>	<b>408,646</b>	<b>75,297</b>	<b>18.43</b>
<b>I</b>	<b>CURRENT ASSETS</b>	<b>395,280</b>	<b>312,800</b>	<b>82,480</b>	<b>26.37</b>
1	Cash and cash equivalents	9,823	14,988	-5,165	-34.46
2	Short-term Receivables	197,179	97,255	99,924	102.74

3	Inventory	138,595	169,980	-31,385	-18.46
4	Other current assets	49,683	30,577	19,106	62.48
<b>II</b>	<b>NON-CURRENT ASSETS</b>	<b>88,663</b>	<b>95,846</b>	<b>-7,183</b>	<b>-7.49</b>
1	Fixed assets	85,171	93,764	-8,593	-9.16
	- Original cost	354,934	346,161	8,773	2.53
	- Accumulated depreciation	(269,763)	(252,397)	-17,366	6.88
2	Investment properties	0	0	0	0
	- Original cost	1,478	1,478	0	0.00
	- Accumulated depreciation	(1,478)	(1,478)	0	0.00
3	Long-term assets in progress	3,338	1,559	1,779	114.11
4	Other long-term assets	154	523	-369	-70.55
<b>B</b>	<b>TOTAL SOURCES OF CAPITAL</b>	<b>483,943</b>	<b>408,646</b>	<b>75,297</b>	<b>18.43</b>
<b>I</b>	<b>LIABILITIES</b>	<b>302,070</b>	<b>228,441</b>	<b>73,629</b>	<b>32.23</b>
1	Current liabilities	302,070	228,441	73,629	32.23
2	Non-current liabilities	0	0	0	0
<b>II</b>	<b>OWNER'S EQUITY</b>	<b>181,873</b>	<b>180,205</b>	<b>1,668</b>	<b>0.93</b>

### Observations:

**1.1. Assets:** The total assets of the Company increased by 75.297 million VND, corresponding to an increase of 18.43%. This fluctuation is due to current assets rising by 84.120 million VND, which is an increase of 26.89%; while long-term assets decreased by 8.823 million VND, representing a decrease of 9.21%. A detailed analysis of the items is provided.

**1.1.1. Cash and cash equivalents:** decreased by 34.46%, corresponding to a reduction of 5,165 million VND compared to the same period last year. The balance as of December 31, 2024, includes cash of 32 million VND and bank deposits of 9,791 million VND (of which USD deposits converted amount to 572 million VND).

**1.1.2. Short-term receivables:** Increased by 99.924 million VND, corresponding to a 102.74% increase compared to the same period last year. An analysis of some items with significant fluctuations:

**a/.** The short-term receivables from customers amount to 196,015 million VND, an increase of 99,160 million VND, corresponding to a growth of 102.38%. Details of customers with significant receivables are as follows:

- + VNSTEEL - Southern Steel Company Limited: 73,149 million VND.
- + Chip Mong Group LTD (Cambodia): 70,984 million VND.
- + KS Trading Co., LTD (Cambodia): 717 million VND.
- + Khuong Mai Steel Service Trading Company Ltd: 6,135 million VND.
- + Phu Xuan Viet Steel Company Limited: 13,970 million VND.
- + MUOI LOI P.t.e: 10,788 million VND.
- + Namviet Steel Trading CO., LTD: 6,827 million VND.



Based on the above figures, apart from the receivables from **Southern Steel**, which pertain to the sale of deformed steel bars, all remaining customers are angle steel customers, with total outstanding receivables amounting to **VND 109,421 million**, accounting for **55.82%** of total receivables.

b/. The short-term prepayments to suppliers amount to VND 820 million, reflecting an increase of VND 623 million, equivalent to a 316.24% rise compared to the same period last year.

For further analysis, consider the accounts receivable turnover ratio and the average collection period:

Items	2024	2023	+/-	%
Net Revenue	1,391,432	1,447,636	-56,204	-3.88
Beginning Receivables	97,255	72,157	25,098	34.78
Ending Receivables	197,179	97,255	99,924	102.74
Average Receivables	147,217	84,706	62,511	73.80
<b>Turnover Ratio</b>	<b>9.45</b>	<b>17.09</b>	<b>-7.64</b>	<b>-44.70</b>
<b>Average Collection Period</b>	<b>38.09</b>	<b>21.06</b>	<b>17.02</b>	<b>80.82</b>

During the year, while net revenue declined by 3.88%, the average receivables increased by 73.80% compared to the same period last year, leading to a decrease of 7.64 turns in the accounts receivable turnover ratio. Consequently, the average collection period increased by 17.02 days.

This indicates slower capital turnover compared to the same period last year, higher capital occupation by customers, a prolonged debt collection cycle, increased interest expenses, and ultimately, reduced business efficiency.

### 1.1.3. Inventory

No.	Content	31/12/2024	31/12/2023	+/-	%
1	Main raw materials (Billets)	67,166	66,049	1,117	1.69
2	Auxiliary materials and spare parts	21,455	20,292	1,163	5.73
3	Recovered Scrap	1,690	1,240	450	36.29
4	Tools and instruments	517	5,636	-5,119	-90.83
5	Finished Goods	45,711	71,518	-25,807	-36.08
6	Goods in transit for sale	2,056	5,245	-3,189	-60.80
	<b>Total</b>	<b>138,595</b>	<b>169,980</b>	<b>-31,385</b>	<b>-18.46</b>

The total inventory value decreased by VND 31,385 million, equivalent to a 18.46% decline compared to the same period last year. This fluctuation was primarily due to a decrease of VND 27,878 million in the total stock of billets and finished goods (including goods dispatched for sale), representing a 19.52% decline.

**1.1.4. Other Current Assets:** Increased by 62.48%, equivalent to an increase of VND 19,106 million compared to the same period last year. This fluctuation was primarily due to the deductible VAT, which currently stands at VND 48,550 million,

an increase of VND 18,907 million, equivalent to 63.78% compared to the same period.

**1.1.5. Non-Current Assets:** Decreased by VND 7,183 million, equivalent to a 7.49% decline compared to the same period last year. The key fluctuations include: Fixed assets decreased by VND 8,593 million, equivalent to a 9.16% reduction (original cost of fixed assets increased by VND 8,773 million, while depreciation amounted to VND 17,366 million); Construction in progress increased by VND 1,179 million, equivalent to a 114.11% rise; Other non-current assets decreased by VND 369 million, equivalent to a 70.55% decline compared to the same period last year.

**1.2. Total liabilities and owners' equity:** The total capital increased by VND 75,297 million, equivalent to an 18.43% rise. This fluctuation was primarily driven by: Liabilities increasing by VND 73,629 million, equivalent to a 32.23% rise; Owner's equity increasing by VND 1,668 million, equivalent to a 0.93% rise. Detailed analysis of specific items:

**1.2.1. Payables:** Increased by 32.23% compared to the same period last year, this fluctuation pertains to short-term liabilities. Analysis of key indicators in the short-term liabilities structure compared to the same period last year:

**\* Increasing fluctuations:**

a/. Payables to employees amount to VND 7,406 million, an increase of VND 10 million, equivalent to a 0.14% rise.

b/. Short-term accrued expenses total VND 4,463 million, increasing by VND 673 million or 17.76% compared to the same period last year. This primarily consists of accrued loan interest, electricity expenses, and gas payments, amounting to VND 3,326 million, which accounts for 74.52% of total accrued expenses.

c/. Short-term borrowings and finance lease liabilities stand at VND 254,899 million, increasing by VND 101,504 million, equivalent to a 66.17% rise (compared to VND 153,395 million in the same period last year). All of these borrowings are bank loans and remain within the maturity period, specifically:

- Loan from Vietnam Joint Stock Commercial Bank for Industry and Trade: VND 114,950 million, with an interest rate of 6.0% per annum.
- Loan from Joint Stock Commercial Bank for Investment and Development of Vietnam: VND 89,996 million, with an interest rate of 6.0% per annum.
- Loan from Vietnam Foreign Trade Joint Stock Commercial Bank: VND 49,953 million, with an interest rate of 5.5% per annum.

d/. The welfare and bonus fund stands at VND 73 million, increasing by VND 55 million, equivalent to a 305.56% rise.

**\* Decreasing fluctuations:**

a/. Short-term trade payables amount to VND 32,387 million, representing a decrease of VND 27,924 million or 46.30% compared to the same period last year. Details of major payables include:

- + Thu Duc Steel Joint Stock Company - Vnsteel: VND 6,394 million
- + Ho Chi Minh City Metal Joint Stock Company: VND 15,391 million

These payables relate to the purchase of primary raw materials (billets). All outstanding amounts are not overdue, and the company has sufficient financial capacity to settle them upon maturity.

b/. Taxes and other payables to the State Treasury amount to VND 973 million, a decrease of VND 68 million or 6.53% (compared to VND 1,041 million in the same period last year). This amount represents the corporate income tax payable for 2024.

c/. Short-term advances from customers total VND 83 million, reflecting a decrease of VND 227 million, equivalent to 73.23%.

d/. Other short-term payables stand at VND 1,785 million, a decrease of VND 395 million or 18.12%. The majority of this amount consists of dividends payable, bond interest, and brand royalties.

**1.2.2. Owner's Equity:** Increased by VND 1,668 million, equivalent to a 0.93% rise compared to the same period last year, primarily due to the increase in profit for 2024.

### 1.3. Key financial indicators.

Items	2024	2023	+/-
<b>Asset Structure</b>			
Current Assets / Total Assets (%)	81.68	76.55	5.13
Non-current Assets/Total Assets (%)	18.32	23.45	-5.13
<b>Capital Structure</b>			
Liabilities/Total Capital (%)	62.42	55.90	6.52
Owner's Equity/Total Capital (%)	37.58	44.10	-6.52
<b>Liquidity</b>			
Quick Ratio (Times)	0.85	0.63	0.22
Current Ratio (Times)	1.31	1.37	-0.06
<b>Profitability Ratios</b>			
Net Profit Margin / Total Assets (%)	0.40	0.43	-0.03
Net Profit Margin / Net Revenue (%)	0.14	0.12	0.02
Return on Equity (ROE) (%)	1.06	0.99	0.08
Basic Earnings Per Share (VNĐ)	134	104	20

The asset structure and capital structure have changed, with a decrease in the proportion of non-current assets and an increase in current assets. On the capital side, the proportion of equity has declined (despite the company generating profit during the year), while liabilities have increased.

The quick ratio has improved, ensuring the company's ability to meet short-term liabilities as they become due. Additionally, profitability indicators and basic earnings per share (EPS) have increased compared to the same period last year.

## 2. Operating Results

### *Comparison Table with the Same Period*

No.	Indicator	2024	2023	+/-	%
1	Net Revenue	1,391,432	1,447,636	-56,204	-3.88
2	Cost of Goods Sold	1,333,154	1,384,961	-51,807	-3.74
<b>3</b>	<b>Gross Profit</b>	<b>58,278</b>	<b>62,675</b>	<b>-4,397</b>	<b>-7.02</b>
4	Financial income	2,665	2,188	477	21.80
5	Financial expenses	13,335	16,331	-2,996	-18.35
	- Interest Expense	12,292	14,300	-2,008	-14.04
6	Selling Expenses	13,902	12,836	1,066	8.30
7	General and Administrative Expenses	30,623	33,166	-2,543	-7.67
<b>8</b>	<b>Profit from Operations</b>	<b>3,083</b>	<b>2,530</b>	<b>553</b>	<b>21.86</b>
9	Other Income	815	842	-27	-3.21
10	Other Expenses	945	554	391	70.58
<b>11</b>	<b>Other Profit / Loss</b>	<b>-130</b>	<b>288</b>	<b>-418</b>	<b>-145.14</b>
<b>12</b>	<b>Profit Before Tax</b>	<b>2,953</b>	<b>2,818</b>	<b>135</b>	<b>4.79</b>
13	Corporate Income Tax	1,019	1,042	-23	-2.21
<b>14</b>	<b>Profit After Tax</b>	<b>1,934</b>	<b>1,776</b>	<b>158</b>	<b>8.90</b>

- Net revenue decreased by 3.88%, while cost of goods sold (COGS) decreased by 3.74%, which was a smaller decline compared to revenue. This led to a 7.02% decrease in gross profit, equivalent to a reduction of VND 4,397 million. To better understand the revenue fluctuation, an analysis of the factors contributing to the decline in finished goods revenue will be conducted.

Indicator	2024	2023	+/-	%
Sales Volume (Tons)	95,774	95,612	162	0.17
Average Selling Price (Trillion VND/Ton)	14.498	14.948	-0.450	-3.01
<b>Revenue (Trillion VND)</b>	<b>1,388,545</b>	<b>1,429,251</b>	<b>-40,706</b>	<b>-2.85</b>
Impact of Volume Change on Revenue (Trillion VND)			2,422	0.17
Impact of Price Change on Revenue (Trillion VND)			-43,128	-3.02

The analysis indicates that the decline in revenue compared to the same period last year was primarily due to a 3.01% decrease in the average selling price, leading to a 3.02% revenue reduction (VND 43,128 million). Meanwhile, a 0.17% increase in sales volume (162 tons) contributed to a 0.17% revenue growth (VND 2,422 million). As a result, total revenue from finished goods decreased by VND 40,706 million, equivalent to a 2.85% decline year-over-year.

- Compared to the same period last year, net financial expenses decreased by 24.56% (VND 3,473 million), mainly due to lower financial costs. A detailed breakdown is as follows:

+ Total disbursed loans in 2024/2023: 1,375,416/1,410,069 million VND

+ Average loan amount for one month: 114,618/117,506 million VND

+ Average loan interest for one month: 1,024/1,192 million VND

Thus, the total loan amount decreased by 2.46%, equivalent to a VND 34,653 million reduction, resulting in a VND 168 million (14.09%) decrease in average monthly loan interest expenses, contributing to improved business efficiency.

- While revenue declined by 3.88%, selling expenses increased by 8.30%, primarily driven by a 45.15% rise in other cash expenses, whereas general and administrative expenses decreased by 7.67%. Analyzing total indirect costs (selling expenses, general and administrative expenses, and net financial expenses):

+ In 2024: Total expenses amounted to VND 55,195 million, with a sales volume of 95,774 tons, resulting in an average indirect cost of VND 0.576 million per ton.

+ In 2023: Total expenses amounted to VND 60,145 million, with a sales volume of 95,612 tons, leading to an average indirect cost of VND 0.629 million per ton.

As a result, an 8.14% reduction in total indirect costs compared to the same period last year led to a VND 0.053 million decrease in indirect costs per ton, contributing to enhanced business efficiency.

- Other income decreased by VND 418 million, equivalent to a 145.14% decline compared to the same period.

The company's total profit before tax reached VND 2,953 million, an increase of VND 135 million (4.79%) compared to the same period. However, this figure only nearly met the annual target, achieving 98.43% of the plan.

### 3. Plan Completion Assessment: Unit: Tons

Indicator	Plan 2024	Actual		Comparison (%)	
		2024	2023	Actual/Plan	2024/2023
<b>Production</b>	<b>97,000</b>	<b>94,847</b>	<b>94,898</b>	<b>97.78</b>	<b>99.95</b>
- Angle steel	24,000	30,254	27,207	126.06	111.20
- Bar steel	61,000	55,732	58,194	91.36	95.77
- Rolled steel	12,000	8,861	9,497	73.84	93.30
<b>Consumption</b>	<b>97,000</b>	<b>95,774</b>	<b>95,612</b>	<b>98.74</b>	<b>100.17</b>
- Angle steel	24,000	31,050	27,134	129.38	114.43
- Bar steel	61,000	56,220	59,736	92.16	94.11
- Rolled steel	12,000	8,504	8,742	70.87	97.28

*(Note: Rolled steel production figures incorporate 1,006 tons of outsourced processed steel)*

The production and sales volumes of rebar and steel coils declined compared to both the same period last year and the 2024 annual target. However, the production and sales volumes of angle steel exceeded the plan and experienced significant growth year-over-year.

- Return on Equity (ROE): 1.07%, falling short of the target of 1.35%.

- Return on Assets (ROA): 0.43%, failing to meet the target of 0.60%

#### **4. Fixed Asset Investment, Acquisition and Major Repairs**

According to the plan, the company has one investment project: "Investment in the production of construction rolled steel - Supplementing the steel billet refining process with a capacity of 150,000 tons per year," valued at VND 450,000 million, financed by 65% commercial loans and 35% owner's equity. Following the Extraordinary General Meeting of Shareholders (July 2024), the company is in the process of implementing the necessary steps in accordance with the plan, legal regulations, and the guidelines of the major shareholder, Vietnam Steel Corporation.

**Fixed Asset Procurement and Upgrades:** The company had two capital expenditure items totaling VND 4,100 million, of which: One item has been completed: Purchase of a 5-seater Toyota car, valued at VND 1,388 million; One item is in the trial phase: Automated steel bar counting system; Additionally, one investment project from 2023, the angle steel bundling system, has been commissioned and added to fixed assets, valued at VND 5,928 million.

#### **Major Repairs and Construction Projects**

The company approved nine major repair and construction projects, with a total budget of VND 1,950 million. As of the end of the year: Eight projects have been completed, with a total value of VND 1,537 million; One project is still in progress.

**Additional Fixed Asset Acquisitions,** Apart from the above capitalized assets, the company purchased and added six new fixed assets during the year, totaling VND 1,456 million, including:

- Two electric motors: VND 81 million
- Control system upgrade: VND 672 million
- Reinforcement of PXC crane rails: VND 350 million
- Software upgrade: VND 200 million
- Renovation and upgrade of worker shower facilities: VND 153 million

Regarding the costs for the ongoing items, as of December 31, 2024, it amounts to 3,338 million VND, including:

- Steel billet refining project: VND 1,533 million
- Automated steel bar counting machine: VND 1,717 million
- Repair of the rough rolling mill Cardan support frame: VND 88 million

### **III. Audit Committee's Opinion**

- With planned production and sales growth for 2025 (though still below the rolling line capacity), optimizing production scheduling is a top priority. This is essential to minimize metal, gas, and electricity consumption, enhance equipment efficiency, and reduce per-unit production and indirect costs. Cost control must be tightened to eliminate unnecessary expenses, lower production costs, and increase competitiveness.

- The consumption of angle steel has exceeded both the planned targets and the same period last year. This is the result of various solutions and strategies that the Company has implemented to increase its market share in angle steel, expand distribution channels, and enhance export markets. To maintain and aim for growth in

angle steel consumption, the Company needs to assess the effectiveness of these strategies, sustain the sales volume of primary distributors, provide additional support solutions for distributors, and continue seeking new export markets.

- Actively seek customers and partners for processing products on existing rolling lines to enhance equipment efficiency and increase worker income, ensuring the interests of all parties involved.

- Accelerate debt recovery efforts (paying special attention to Cambodian customers), increase the turnover of receivables, and prevent the emergence of bad debts. Negotiate with banks to secure loans at reasonable interest rates, especially given the limited collateral, and discuss long-term financing for investment projects; apply for a VAT refund, as the current balance has reached 47.474 billion VND, equivalent to 41.75% of the average monthly loan amount.

- Strengthen management, inspection, maintenance, and servicing of equipment, especially during production downtime, to minimize damage and incidents, particularly technological failures that affect product quality; monitor the implementation of cost-saving practices, waste reduction, and overall cost management to lower product prices.

- Continue to maintain management strategies, select and utilize appropriate and feasible software and digital technology applications in management to ensure effective control of company operations.

- Develop and implement a structured investment and major repair plan for 2025 in accordance with regulations, ensuring that the bidding process is transparent and aligned with the company's financial capabilities. Regarding the project to add a steel smelting process of 150,000 tons per year, efforts should be made to commence construction and execute the components and bidding packages as planned and on schedule.

#### **IV. Action Plan for 2025**

The Supervisory Board performs its functions and duties in accordance with the provisions of the Enterprise Law and the Company's Charter, specifically:

- Monitoring the implementation of the goals and plans for the year 2025 approved by the Annual General Meeting of Shareholders.

- Conducting oversight and evaluation of the Company's production and business activities to identify risks and propose appropriate recommendations and solutions to the management board.

- Reviewing and assessing the situation regarding the procurement of assets, investments, and major repairs; examining and reviewing quarterly, semi-annual, and annual financial reports to evaluate the legality, reasonableness, and accuracy of the financial data.

- Conducting unexpected inspections on specific topics when requested by the Board of Directors, shareholders, or a group of shareholders in accordance with Article 115 of the Enterprise Law.

This is the Board of Supervisors' report on inspection and supervision results in 2024 and the action plan for 2025. This report has been unanimously approved by all members of the Board of Supervisors and is hereby submitted to the General Meeting of Shareholders./.

**Recipients:**

- TNB Shareholders;
- BOD, BOM
- Members of the BOS
- Archived at the BOS

**ON BEHALF OF THE BOARD OF SUPERVISORS  
HEAD OF THE SUPERVISORY BOARD**



**Nguyen Quoc Thieu**



*Ho Chi Minh City, February 14, 2025*

No: 23/ TTr-HDQT

**PROPOSAL**  
**Approval by the General Meeting of Shareholders**  
**Audited 2024 Financial Statements**

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

The Board of Directors submits to the 2025 Annual General Meeting of Shareholders the approval of the audited 2024 Financial Statements as follows:

The 2024 Financial Statements of VNSTEEL - Nha Be Steel Joint Stock Company have been audited by AASC Auditing Firm Limited Liability Company, reviewed and appraised by the Supervisory Board, and publicly disclosed as regulated. The audited 2024 Financial Statements include the following:

- Report of the Executive Board
- Report of the Independent Auditor
- Balance Sheet
- Statement of income
- Cash Flow Statement
- Notes to the financial statements.

Details of the audited 2024 Financial Statements of VNSTEEL - Nha Be Steel Joint Stock Company have been enclosed with the documents for the 2025 Annual General Meeting of Shareholders, publicly announced and disclosed on the website: [www.nbsteel.vn](http://www.nbsteel.vn)

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

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

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



**Pham Cong Dung**

## PROPOSAL

Approved by the General Meeting of Shareholders

**Finalization of salaries and remuneration for members of the BOD and the BOS in 2024**

**Salary and remuneration plan for members of the BOD and the BOS in 2025**

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

- Based on the business performance results of 2024 and the business plan for 2025.

The Board of Directors of VNSTEEL - Nha Be Steel Joint Stock Company submits to the 2025 Annual General Meeting of Shareholders for approval the actual salaries and remuneration for 2024 and the salary and remuneration plan for 2025 for members of the Board of Directors and the Board of Supervisors, as follows:

### **1. Finalization of salaries and remuneration for members of the BOD and the BOS in 2024**

No.	Position	Planned	Actual	Settlement period (months)	Total Remuneration and Salary
<b>I</b>	<b>Salaries for Full-time Members of the Board of Directors and the BOS</b>				<b>752,230,000</b>
1	Chairman of the board of directors	38,930,000	38,930,000	11	428,230,000
2	Head of the Supervisory Board	27,000,000	27,000,000	12	324,000,000
<b>II</b>	<b>Remuneration for Non-Executive Members of the BOD and the BOS</b>				<b>174,000,000</b>

1	Chairman of the board of directors		6,000,000	1	6,000,000
2	Members of BOD: 02	4,000,000	4,000,000	24	96,000,000
3	Members of the BOS: 02	3,000,000	3,000,000	24	72,000,000

**Total salaries and remuneration for 2024: VND 926,230,000**

## 2. Salary and remuneration plan for members of the BOD and the BOS in 2025

The General Meeting of Shareholders authorizes the Board of Directors to review and decide on the salary and remuneration plan for 2025 for members of the Board of Directors and the Board of Supervisors after the company finalizes the 2025 salary plan.

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

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

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



**Phạm Công Dung**

No.: 36 / TTr-HĐQT

*Ho Chi Minh City, February 28, 2025*

## PROPOSAL

### The General Meeting of Shareholders approves the profit distribution for the year 2024

- Pursuant to the Charter of VNSTEEL - Nha Be Steel Joint Stock Company;
- Based on the company's business performance results for 2024

The Board of Directors of the Company submits to the General Meeting of Shareholders for approval and voting on the following profit distribution:

1	Undistributed after-tax profit as of 31/12/2023	:	7,407,503,719 VND,
2	Undistributed after-tax profit of year 2024	:	1,934,508,641 VND,
3	Undistributed after-tax profit as of 31/12/2024	:	9,342,012,360 VND,
4	Cash dividend payment	:	0 VND,
5	Allocation to employee welfare and reward fund (16% of 2024 after-tax profit)	:	310,000,000 VND,
	<i>In there: + Reward Fund</i>		<i>62,000,000 VND,</i>
	<i>+ Employee Welfare</i>		<i>248,000,000 VND,</i>
6	Allocation to development investment fund		4,647,012,932 VND
7	Remaining undistributed profit	:	4,384,999,428 VND

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

**Recipients:**

- AGM;
- Archived: General Affairs
- Division; Person in charge of corporate governance

ON BEHALF OF THE BOARD OF DIRECTORS  
CHAIRMAN



**Pham Cong Dung**

Ho Chi Minh City, February 14, 2025

No: 25/ TTr-HĐQT

**PROPOSAL**  
**Approval by the General Meeting of Shareholders**  
**Production, Business, Financial and Investment Plan for 2025**

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

The Board of Directors submits to the 2025 Annual General Meeting of Shareholders the Production, Business, Finance, and Investment Plan for the year 2025 as follows:

**1. Production and Business Plan**

- Production: - Sales: 110,000 tons of rolled steel

**2. Financial Plan**

- Net Revenue: 1,601.745 billion VND

- Pre-tax Profit: 05 billion VND

- After-tax Profit: 04 billion VND

- PAT/Equity ratio: 2.3%

- PAT/Total Assets ratio: 1.1%

- Expected Cash Dividend: 0 %

**3. Investment Development Plan and Asset Upgrade Procurement for 2025**

No.	Project name, equipment, means of transport	Unit	Plan	Note
<b>I</b>	Development investment projects (ongoing)	Million VND	450,000	
<b>1</b>	<i>Investment in construction steel production - Supplementing the steel billet production process with a capacity of 150,000 tons per year</i>	Million VND	450,000	
<b>II</b>	Investment project for the procurement and upgrading of fixed assets	Million VND	17,100	
<b>1</b>	<i>Block Head Cutting Machine</i>	Million VND	3,600	
<b>2</b>	<i>Billet heating equipment cluster</i>	Million VND	13,500	
<b>TOTAL</b>		<b>Trillion VND</b>	<b>467.100</b>	

- Total investment for the procurement and upgrading of fixed assets: 467.10 billion VND.

In 2025, the steel market is expected to experience significant fluctuations, and the domestic macroeconomic situation will face many challenges. The production and business operations of the steel industry in general, and of the Company in particular, will encounter numerous difficulties in both production and product consumption. Therefore, the Annual General Meeting of Shareholders in 2025 has authorized the Board of Directors to adjust the production, financial, and investment targets based on actual developments to align with the current situation.

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

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

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



**Pham Cong Dung**

VIETNAM STEEL CORPORATION  
VNSTEEL - NHA BE STEEL  
JOINT STOCK COMPANY

SOCIALIST REPUBLIC OF VIETNAM  
Independence – Freedom – Happiness

*Ho Chi Minh City, February 14, 2025*

No: 27/ TTr-HĐQT

## PROPOSAL

### Authorization for the Board of Directors to Approve Sales and Purchase Contracts with Related Companies

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

The Board of Directors of the Company presents to the Annual General Meeting of Shareholders 2025 for approval the following contents:

Authorize the Board of Directors to approve contracts for the purchase and sale with a contract value (including outstanding credit) equal to or greater than 35% of the total asset value of the company as recorded in the most recent financial statements, and contracts for purchase and sale with related companies: Vnsteel - Southern Steel Company Limited, Vnsteel - Vicasa Joint Stock Company, Vnsteel - Thu Duc Steel Joint Stock Company, Vnsteel - Hochiminh City Metal Corporation, Central Vietnam Metal Corporation; Vinatrans (*Draft Contract attached*).

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

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

ON BEHALF OF THE BOARD OF  
DIRECTORS  
CHAIRMAN

A red circular stamp of VNSTEEL. The text inside the stamp includes "M.S.D.N.: 0305393838-C.T.C.P.", "CÔNG TY CỔ PHẦN THÉP NHÀ BÈ", and "VNSTEEL". The stamp is partially obscured by a handwritten signature in black ink.

**Pham Cong Dung**

VIETNAM STEEL CORPORATION  
VNSTEEL - NHA BE STEEL  
JOINT STOCK COMPANY

No: 28/ TTr-HĐQT

SOCIALIST REPUBLIC OF VIETNAM  
Independence – Freedom – Happiness

*Ho Chi Minh City, February 14, 2025*

## PROPOSAL

### Approval by the General Meeting of Shareholders Authorizing the Board of Directors to approve the credit limit for sales

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

The Board of Directors submits to the 2025 Annual General Meeting of Shareholders the authorization for the Board of Directors to approve the credit limit for sales, specifically as follows:

1. Sales credit limit: 150 billion VND for Southern Steel One Member Limited Liability Company - VNSTEEL.
2. Sales credit limit: 2.5 million USD for Chip Mong Group Co., Ltd - Cambodia.

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

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

ON BEHALF OF THE BOARD OF  
DIRECTORS  
CHAIRMAN



*Pham Cong Dung*  
**Pham Cong Dung**



VIETNAM STEEL CORPORATION  
VNSTEEL - NHA BE STEEL  
JOINT STOCK COMPANY

SOCIALIST REPUBLIC OF VIETNAM  
Independence – Freedom – Happiness

No: 29/ TTr-HĐQT

*Ho Chi Minh City, February 14, 2025*

**PROPOSAL**  
**Approval by the General Meeting of Shareholders**  
**Re: Selection of the Independent Auditing Firm for 2025**

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

Pursuant to the legal provisions on the conditions of audit firms permitted to audit financial statements.

The Board of Directors submits to the Annual General Meeting of Shareholders the selection of an independent audit firm to conduct the audit of the company's financial statements for the year 2025 as follows:

Authorize the Board of Directors to consider and select one of the independent audit firms from the list of audit units eligible for audit services business approved by the State Securities Commission.

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

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

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



**Pham Cong Dung**

No.: 37 / TTr-HĐQT

Ho Chi Minh City, February ..... 2025

**PROPOSAL**  
**Approval by the General Meeting of Shareholders**  
**Profit Distribution Plan for 2025**

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

- Based on the Company's 2025 production and business plan,

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

1. Accumulated undistributed profit as of 31/12/2024	:	4,384,999,428 dong.
2. Planned profit after tax for 2025	:	4,000,000,000 dong.
3. Total Accumulated Undistributed Profit as of 31/12/2024	:	8,211,999,428 dong.
4. Cash dividend payment	:	- dong.
5. Allocation to welfare fund, employee reward fund (25% of 2025 profit after tax)	:	1,000,000,000 dong.
6. Allocation to Development Investment Fund	:	4,130,000,000 dong
7. Remaining undistributed profit	:	3,254,999,428 dong.

In 2025, the business and production outlook for the steel industry in general, and the Company in particular, is expected to face continued challenges in manufacturing and product consumption. Therefore, the 2025 Annual General Meeting of Shareholders (AGM) authorizes the Board of Directors of VNSTEEL - Nha Be Steel Joint Stock Company to adjust the profit distribution targets for 2025 in accordance with actual market conditions.

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

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

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



**Pham Cong Dung**

VIETNAM STEEL CORPORATION  
VNSTEEL - NHA BE STEEL  
JOINT STOCK COMPANY

SOCIALIST REPUBLIC OF VIETNAM  
Independence – Freedom – Happiness

No: 30/ TTr-HĐQT

Ho Chi Minh City, February 14, 2025

## PROPOSAL

### Approval by the General Meeting of Shareholders Regarding the dismissal and supplementary election of 01 Member of the Board of Directors

Pursuant to the Charter of VNSTEEL - Nha Be Steel Joint Stock Company stipulating the composition and term of the Board of Directors;

Based on the resignation letter of Mr. Le Viet dated 29/11/2024;

The Board of Directors of VNSTEEL - Nha Be Steel Joint Stock Company submits to the 2025 Annual General Meeting of Shareholders the dismissal of Board Member Mr. Le Viet and the supplementary election of 01 Board Member for the 2023-2028 term.

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

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

ON BEHALF OF THE BOARD OF  
DIRECTORS  
CHAIRMAN



Pham Cong Dung

VIETNAM STEEL CORPORATION  
VNSTEEL - NHA BE STEEL  
JOINT STOCK COMPANY

SOCIALIST REPUBLIC OF VIETNAM  
Independence – Freedom – Happiness

No.: 40 / TTr-HĐQT

Ho Chi Minh City, March 07, 2025

## PROPOSAL

Approved by the General Meeting of Shareholders

On approving the list of candidates to elect 01 additional member of the Board of Directors for the 2023 - 2028 term

Pursuant to the Charter of organization and operation of VNSTEEL - Nha Be Steel Joint Stock Company;

Pursuant to Decision No. 28/QĐ-VNS dated March 6, 2025 on the authorization of the Representative of the capital of Vietnam Steel Corporation at VNSTEEL - Nha Be Steel Joint Stock Company;

The Board of Directors of NSTEEL - Nha Be Steel Joint Stock Company presents to the 2025 Annual General Meeting of Shareholders the approval of the list of candidates to elect 01 additional member of the Board of Directors for the 2023 - 2028 term.

STT	Name	Date of birth	Professional qualifications
01	DUONG TRUNG TOAN	July 30, 1969	Bachelor of Economics

*(Resume attached)*

Respectfully submit to the General Meeting of Shareholders for consideration, approval and vote./.

**Recipients:**

- AGM;
- Archived: General Affairs Division; Person in charge of corporate governance

ON BEHALF OF THE BOARD OF DIRECTORS  
CHAIRMAN

  
**Pham Cong Dung**



THE SOCIALIST REPUBLIC OF VIETNAM  
Independence - Freedom – Happiness

**CURRICULUM VITAE SUMMARY**

(For application as a candidate for the Board of Directors)  
VNSTEEL - Nha Be Steel Joint Stock Company

Full Name: DUONG TRUNG TOAN - Gender: Male

Date of Birth: July 30, 1969 - Place of Birth: Thai Nguyen

Hometown: Quang Nam

Ethnicity: Kinh - Religion: None

ID Card/CCCD No: 019069000056

Date of Issue: November 22, 2021 - Place of Issue: Police Department on  
Administrative Management of Social Order

Telephone: 0903916999 - Email: [toandt@vnsteel.vn](mailto:toandt@vnsteel.vn)

Permanent Address: 84 Cong Hoa, Ward 4, Tan Binh, Ho Chi Minh City

Current Address: H.15.01 Diamond Island Building, No. 1 Tran Quy Kien,  
Binh Trung Tay Ward, Thu Duc City

Educational Level: 12/12

Qualification: University

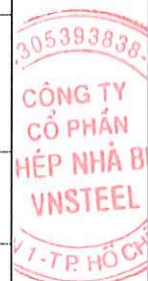
**EDUCATION**

Study Period	Institution	Major, Training	Degree, Certificate
1987-1991	Ho Chi Minh City University of Economics	Finance	Bachelor's Degree
1993	Ho Chi Minh City Department of Education and Training	English	B Certificate
2005-2006	Institute of Development Economics	Chief Financial Officer (CFO)	Certificate
2012	PACE Institute of Entrepreneurship	Chief Executive Officer (CEO)	Certificate
2012-2014	Regional Political Academy II	High-level Theory of Party-State	Advanced Level
2018	National Defense and Security Training 2	National Defense and Security Training 2	Certificate of Completion



## WORK EXPERIENCE

Period	Place of Work, Occupation, Position
11/1991-09/1995	General Accountant, Thu Duc Steel Factory
10/1995-06/2002	Chief Accountant, Head of General Department, VINGAL Industrial Galvanizing Production Company, Secretary of the Party Cell of the Company
07/2002-12/2003	Deputy Head, Head of Finance and Accounting Department, Tan Thuan Steel Factory, Member of the Office Party Cell Executive Committee
01/2004-05/2007	Head of Finance and Accounting Department, Phu My Cold Rolled Steel Factory Project Management Board, Head of Finance and Accounting Department, Phu My Steel Sheet Company, Member of the Company Party Cell Executive Committee
06/2007-04/2009	Chief Accountant, Essar-Vietnam Steel Joint Stock Company, Deputy General Director, Essar-Vietnam Steel Joint Stock Company, Main Representative; President of the Provisional Trade Union
04/2009-04/2013	General Director of Southern Steel Sheet Joint Stock Company, Main Service Provider; Provisional President of the Labor Union
04/2013-06/2014	Deputy Head of Technical - Economic Department, Vietnam Steel Corporation - JSC
07/2014-06/2015	Deputy Director of Phu My Steel Sheet Company, Deputy General Director of Phu My Steel Sheet Company Limited - VNSTEEL
07/2015-03/2018	First Deputy General Director of Vina Kyohei Steel Co., Ltd.; Company Party Cell Secretary
04/2018-04/2024	Chairman of the Board of Directors of Ho Chi Minh City Metal Joint Stock Company - VNSTEEL. Company Party Committee Secretary
04/2024-03/2025	Chairman of the Board of Directors of Vingal Industrial Galvanizing Joint Stock Company - VNSTEEL. Company Party Committee Secretary



Current Position at TNB:

Current Position held in other organizations: Chairman of the Board of Directors, Vingal Industrial Galvanizing Joint Stock Company-VNSTEEL

Number of shares represented: 3,603,000 shares, accounting for 24.87% of the charter capital.

Violations of Law: None

Conflict of Interest with the Company: None

Information on affiliated persons, as prescribed in Clause 46, Article 4 of the Securities Law (attached form)

I hereby affirm that all the above declarations are completely true, if untrue I will be held responsible before the law.

**Organization Confirmation Declarant**  
(Signature, Seal) (Signature, Full Name)



**DUONG TRUNG TOAN**



## INDEPENDENT AUDITORS' REPORT

To: Shareholders, The Board of Directors and The Board of Management  
VNSTEEL - Nha Be Steel Joint Stock Company

We have audited the Financial Statements of VNSTEEL - Nha Be Steel Joint Stock Company prepared on 12 February 2025, as set out on pages 05 to 37, including: Statement of Financial position as at 31 December 2024, Statement of Income, Statement of Cash flows and Notes to the Financial Statements for the fiscal year then ended.

### The Board of Management' responsibility

The Board of Management is responsible for the preparation of Financial Statements that give a true and fair view in accordance with Vietnamese Accounting Standards, Vietnamese Enterprise Accounting System and the statutory requirements relevant to preparation and presentation of Financial statements and for such internal control as management determines is necessary to enable the preparation of Financial Statements that are free from material misstatement, whether due to fraud or error.

### Auditors' responsibility

Our responsibility is to express an opinion on these Financial Statements based on our audit. We conducted our audit in accordance with Vietnamese Standards on Auditing. Those standards require that we comply with standards and ethical requirements; plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Financial Statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Financial Statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and presentation of Financial Statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by Board of Management, as well as evaluating the overall presentation of the Financial Statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Auditor's Opinion

In our opinion, the Financial Statements give a true and fair view, in all material respects, of the financial position of VNSTEEL - Nha Be Steel Joint Stock Company - as at 31 December 2024, its operating results and its cash flows for the year then ended in accordance with the Vietnamese Accounting Standards, Vietnamese Corporate Accounting System and the statutory requirements relevant to the preparation and presentation of Financial Statements.



Trần Trung Hiếu

Director

Certificate of registration for audit practising

No. 2202-2023-002-1

Ho Chi Minh City, 12 February 2025.

Dao Trung Thanh

Auditor

Certificate of registration for audit practising

No. 4700-2024-002-1



## STATEMENT OF FINANCIAL POSITION

As at 31 December 2024

Code	ASSETS	Note	31/12/2024	01/01/2024
			VND	VND
100	<b>A. CURRENT ASSETS</b>		<b>395,279,834,131</b>	<b>312,800,353,544</b>
110	<b>I. Cash and cash equivalents</b>	03	<b>9,822,697,210</b>	<b>14,987,570,802</b>
111	1. Cash		9,822,697,210	14,987,570,802
130	<b>III. Short-term receivables</b>		<b>197,178,698,737</b>	<b>97,255,468,087</b>
131	1. Short-term trade receivables	04	196,014,555,975	96,855,290,080
132	2. Short-term prepayments to suppliers	05	819,523,267	196,719,183
136	3. Other short-term receivables	06	344,619,495	203,458,824
140	<b>IV. Inventories</b>	07	<b>138,595,446,297</b>	<b>169,979,965,736</b>
141	1. Inventories		138,617,915,557	169,979,965,736
149	2. Provision for devaluation of inventories		(22,469,260)	-
150	<b>V. Other short-term assets</b>		<b>49,682,991,887</b>	<b>30,577,348,919</b>
151	1. Short-term prepaid expenses	12	836,472,227	624,458,332
152	2. Deductible VAT		48,549,765,651	29,643,266,578
153	3. Taxes and other receivables from State budget	15	296,754,009	309,624,009
200	<b>B. NON-CURRENT ASSETS</b>		<b>88,662,872,465</b>	<b>95,846,141,160</b>
220	<b>II. Fixed assets</b>		<b>85,171,086,912</b>	<b>93,764,137,591</b>
221	1. Tangible fixed assets	09	84,978,828,847	93,764,137,591
222	- Historical costs		354,164,343,090	345,591,013,157
223	- Accumulated depreciation		(269,185,514,243)	(251,826,875,566)
227	2. Intangible fixed assets	10	192,258,065	-
228	- Historical costs		770,000,000	570,000,000
229	- Accumulated amortization		(577,741,935)	(570,000,000)
230	<b>III. Investment properties</b>	11	<b>-</b>	<b>-</b>
231	- Historical costs		1,478,303,812	1,478,303,812
232	- Accumulated depreciation		(1,478,303,812)	(1,478,303,812)
240	<b>IV. Long-term assets in progress</b>		<b>3,338,014,247</b>	<b>1,559,181,119</b>
242	1. Construction in progress	08	3,338,014,247	1,559,181,119
260	<b>VI. Other long-term assets</b>		<b>153,771,306</b>	<b>522,822,450</b>
261	1. Long-term prepaid expenses	12	153,771,306	522,822,450
270	<b>TOTAL ASSETS</b>		<b>483,942,706,596</b>	<b>408,646,494,704</b>


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## STATEMENT OF FINANCIAL POSITION

As at 31 December 2024  
 (continued)

Code	CAPITAL	Note	31/12/2024	01/01/2024
			VND	VND
<b>300</b>	<b>C. LIABILITIES</b>		<b>302,069,493,245</b>	<b>228,441,389,994</b>
<b>310</b>	<b>I. Current liabilities</b>		<b>302,069,493,245</b>	<b>228,441,389,994</b>
311	1. Short-term trade payables	13	32,387,419,654	60,311,100,679
312	2. Short-term prepayments from customers	14	83,146,035	309,922,145
313	3. Taxes and other payables to State budget	15	973,107,406	1,041,485,648
314	4. Payables to employees		7,406,115,421	7,396,294,803
315	5. Short-term accrued expenses	16	4,463,242,636	3,789,702,206
319	6. Other short-term payables	17	1,784,941,266	2,179,554,226
320	7. Short-term borrowings and finance lease liabilities	18	254,898,972,187	153,395,187,647
322	8. Bonus and welfare fund		72,548,640	18,142,640
<b>400</b>	<b>D. OWNER'S EQUITY</b>		<b>181,873,213,351</b>	<b>180,205,104,710</b>
<b>410</b>	<b>I. Owner's equity</b>	<b>19</b>	<b>181,873,213,351</b>	<b>180,205,104,710</b>
411	1. Contributed capital		144,900,000,000	144,900,000,000
411a	Ordinary shares with voting rights		144,900,000,000	144,900,000,000
412	2. Share Premium		7,279,359,369	7,279,359,369
414	3. Other capital		15,890,084,554	15,890,084,554
415	4. Treasury shares		(1,230,000)	(1,230,000)
418	5. Development and investment funds		4,462,987,068	4,462,987,068
421	6. Retained earnings		9,342,012,360	7,673,903,719
421a	RE accumulated till the end of the previous year		7,407,503,719	5,897,438,167
421b	RE of the current year		1,934,508,641	1,776,465,552
<b>440</b>	<b>TOTAL CAPITAL</b>		<b>483,942,706,596</b>	<b>408,646,494,704</b>

  
 Nguyen Thi Phuong  
 Preparer

  
 Nguyen Thi Phuong  
 Head of the Finance and  
 Accounting Department



  
 Nguyen Minh Tinh  
 General Director

Ho Chi Minh City, 12 February 2025

**STATEMENT OF INCOME**  
 Year 2024

Code	ITEMS	Note	Year 2024	Year 2023
			VND	VND
01	1. Revenue from sales of goods and rendering of services	21	1,405,237,749,571	1,457,624,191,403
02	2. Revenue deductions	22	13,805,265,290	9,987,855,851
10	3. Net revenue from sales of goods and rendering of services		1,391,432,484,281	1,447,636,335,552
11	4. Cost of goods sold and services rendered	23	1,333,154,172,443	1,384,961,064,859
20	5. Gross profit from sales of goods and rendering of services		58,278,311,838	62,675,270,693
21	6. Financial income	24	2,665,299,117	2,187,562,603
22	7. Financial expense	25	13,334,808,842	16,330,944,007
23	<i>In which: Interest expense</i>		12,291,875,086	14,299,666,286
25	8. Selling expense	26	13,902,267,342	12,835,767,091
26	9. General and administrative expense	27	30,622,622,812	33,165,798,516
30	10. Net profit from operating activities		3,083,911,959	2,530,323,682
31	11. Other income	28	815,114,228	841,819,062
32	12. Other expense	29	945,603,816	554,191,544
40	13. Other profit		(130,489,588)	287,627,518
50	14. Total net profit before tax		2,953,422,371	2,817,951,200
51	15. Current corporate income tax expense	30	1,018,913,730	1,041,485,648
52	16. Deferred corporate income tax expense		-	-
60	17. Profit after corporate income tax		<u>1,934,508,641</u>	<u>1,776,465,552</u>
70	18. Basic earnings per share	31	134	104

Nguyen Thi Phuong  
 Preparer

Nguyen Thi Phuong  
 Head of the Finance and  
 Accounting Department



Nguyen Minh Tinh  
 General Director  
 Ho Chi Minh City, 12 February 2025

## STATEMENT OF CASH FLOWS

Year 2024  
 (Indirect method)

Code ITEMS	Note	Year 2024	Year 2023
		VND	VND
<b>I. CASH FLOWS FROM OPERATING ACTIVITIES</b>			
01	1. Profit before tax	2,953,422,371	2,817,951,200
	2. Adjustments for		
02	- Depreciation and amortization of fixed assets and investment properties	17,366,380,612	19,522,287,259
03	- Provisions	22,469,260	-
04	- Exchange gains / losses from retranslation of monetary items denominated in foreign currency	(434,128,392)	42,995,337
05	- Gains / losses from investment activities	(14,744,339)	(86,027,585)
06	- Interest expense	12,291,875,086	14,299,666,286
08	3. Operating profit before changes in working capital	32,185,274,598	36,596,872,497
09	- Increase/ decrease in receivables	(117,805,883,082)	(41,322,110,206)
10	- Increase/ decrease in inventories	31,362,050,179	(18,440,218,218)
11	- Increase/ decrease in payables (excluding interest payable/ corporate income tax payable)	(27,931,767,516)	32,819,449,514
12	- Increase/ decrease in prepaid expenses	69,059,410	(160,829,245)
14	- Interest paid	(12,221,816,617)	(14,355,037,349)
15	- Corporate income tax paid	(1,087,291,972)	-
17	- Other receipts from operating activities	(211,994,000)	(122,603,600)
20	Net cash flow from operating activities	(95,642,369,000)	(4,984,476,607)
<b>II. CASH FLOWS FROM INVESTING ACTIVITIES</b>			
21	1. Purchase or construction of fixed assets and other long-term assets	(11,041,229,222)	(1,904,181,119)
22	2. Proceeds from disposals of fixed assets and other long-term assets	-	67,454,545
27	3. Interest and dividend received	14,744,339	18,573,040
30	Net cash flow from investing activities	(11,026,484,883)	(1,818,153,534)
<b>III. CASH FLOWS FROM FINANCING ACTIVITIES</b>			
33	1. Proceeds from borrowings	1,375,416,291,787	1,410,068,957,061
34	2. Repayment of principal	(1,273,912,507,247)	(1,402,271,296,263)
36	3. Dividends or profits paid to owners	-	(5,413,337)
40	Net cash flow from financing activities	101,503,784,540	7,792,247,461
50	Net cash flows in the year	(5,165,069,343)	989,617,320

## STATEMENT OF CASH FLOWS

Year 2024  
 (Indirect method)

Code ITEMS	Note	Year 2024	Year 2023
		VND	VND
60		14,987,570,802	13,997,494,671
61		195,751	458,811
70	03	<u>9,822,697,210</u>	<u>14,987,570,802</u>

Nguyen Thi Phuong  
 Preparer

Nguyen Thi Phuong  
 Head of the Finance and  
 Accounting Department



Nguyen Minh Tinh  
 General Director

Ho Chi Minh City, 12 February 2025



No: 32/ TNB-HĐQT

Ho Chi Minh City, February 14, 2025

**REGULATIONS**  
**PARTICIPATION IN THE NOMINATION AND ELECTION FOR**  
**SUPPLEMENTARY POSITIONS TO THE BOARD OF DIRECTORS,**  
**TERM 2023-2028**  
**VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY**

**Objectives**

- Ensure compliance with laws and practices in Vietnam;
- Ensure the principles of openness, fairness, and democracy;
- Facilitate the organization of the General Meeting of Shareholders of Nha Be Steel Joint Stock Company - VNSTEEL and stabilize the Company's production and business activities.

1. Number of BOD members: 05 people. Supplementary Election: 01 person.

2. Term: 5 years (2023-2028)

3. Number of candidates: Unlimited

4. Nomination, candidacy conditions, and candidate criteria: According to the provisions of Clause 2, Article 25 of the Charter of Nha Be Steel Joint Stock Company - VNSTEEL, a shareholder or a group of shareholders holding:

- From 10% to less than 20% of the total voting shares may nominate one (01) candidate;
- From 20% to less than 30% of the total voting shares may nominate a maximum of two (02) candidates;
- From 30% to less than 50% of the total voting shares may nominate a maximum of three (03) candidates;
- From 50% to less than 65% of the total voting shares may nominate a maximum of four (04) candidates;
- From 65% or more of the total voting shares may nominate five (05) candidates or more.

**5. Candidate criteria**

- Members of the Board of Directors must fully meet the conditions and criteria as prescribed in Article 155 of the Law on Enterprises 59/2020/QH14;
- Possess full civil act capacity and not be subject to those prohibited from managing enterprises as prescribed in Clause 2, Article 17 of the Law on Enterprises;
- Have professional qualifications and experience in the Company's business management and not necessarily be a shareholder of the Company;

- A member of the company's Board of Directors may only concurrently be a member of the Board of Directors of a maximum of 05 other companies.

## **6. Election principles**

- The list of candidates for supplementary election to the Board of Directors (BOD) is formed according to the following principle: Based on the Nomination and Candidacy Applications of shareholders, the BOD will select candidates for supplementary election to the BOD who meet all the criteria specified in the Regulations on Nomination and Candidacy to the BOD;

- The supplementary election of BOD members shall be conducted by cumulative voting as prescribed in Clause 3, Article 148 of the Law on Enterprises, in a public, direct, and secret ballot format.

- Each shareholder or authorized representative attending shall be given one BOD member ballot for all owned and authorized shares.

- Shareholders select 01 from among the candidates for election to the BOD. Shareholders record their votes for each candidate they choose in the candidate's vote box; if not voting for anyone on the ballot, write "0" or leave blank in the candidate's vote box.

## **7. Ballot Paper**

### *7.1. Valid Ballot*

- Pre-printed ballot papers bearing the names of the candidates in ABC order, issued by the Election Committee, and affixed with the official seal of VNSTEEL – Nha Be Steel Joint Stock Company.

- Ballots cast correctly, not exceeding the total number of voting rights.

- Without any erasures, scraping, or alterations.

### *7.2. Invalid Ballot*

- Not issued by the Organizing Committee and lacking the official company seal as required.

- Ballots exceeding the stipulated number of candidates, containing additional names, or left entirely blank.

- Ballots where the total number of votes cast exceeds the voter's total allocated voting rights pre-printed on the ballot.

- Ballots with erasures, scraping, or corrections.

## **8. Principles for Selecting Winning Candidates for the Board of Directors**

- Votes are tallied using cumulative voting, whereby each shareholder's total votes equate to their represented shares multiplied by the maximum number of Board members to be elected; shareholders can cast all their votes for one or several candidates.

- Winning candidates for the Board of Directors are determined by the highest vote count in descending order until the required number (01 Board member) is reached.

- In cases of tied votes, the candidate with more shares prevails. If share ownership is equal, the candidate with more senior state-owned enterprise experience prevails. Should this experience also be equal, then a request by Chairpersons for a further open forum at The General Meeting Of ShareHolders to deliberate and decide.

- If the first round fails to elect the full Board, The relevant Chairpersons, with approval at The General Meeting of ShareHolders will proceed the rerun, using eligible candidates from the first round's non-winning pool will occur; A third-party resolution will be put to shareholders should an insufficient number continue to prevail.

#### **9. Application Documents for Board of Directors Candidacy**

One set of required documents for candidacy shall consist:

- Nomination application; prescribed format will be produced;
- Candidate-completed curriculum vitae with applicable fields completed, and,
- Notarized copies of: ID card, diplomas, and professional certifications.

Please submit documents before 2025-03-05,

**The Board of Directors,**

**VNSTEEL – Nha Be Steel Joint Stock Company,**

Nhon Trach 2 Industrial Park - Nhon Phu, Phu Hoi Commune, Nhon Trach District,  
Dong Nai Province.

Tel: (0251) 3569 672 - Fax: (0251) 3569 673, and finally

email inquiries will receive a tailored response if addressed [thepnhabe@nbsteel.vn](mailto:thepnhabe@nbsteel.vn) -  
equally by way of communication [www.nbsteel.vn](http://www.nbsteel.vn).

#### **10. Enforcement**

- These election regulations will be read before the General Meeting of Shareholders, and subject to a vote prior to the commencement of elections.
- Contingent on receiving at least 50% shareholder approval at the General Meeting of Shareholders shall be, the ratification making its strict compliance mandatory upon all Shareholders.

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



**Pham Cong Dung**



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

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**PRINCIPAL CONTRACT FOR INSTALLMENT STEEL  
PURCHASE AND SALE**

**Contract No.: 02-2025/HĐTC-TMN**

- Based on the Civil Code No. 91/2015/QH13 dated November 24, 2015, and the guiding documents for its implementation;

- Based on the Commercial Law No. 36/2005/QH11 dated June 14, 2005, and the guiding documents for its implementation;

- Based on the needs and capabilities of both parties,

*Today, December ..... 2024, at the office of VNSTEEL - Southern Steel Company Limited, representatives of two entities include:*

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

Address : Nhon Trach II Industrial Park, Nhon Phu, Phu Hoi Ward, Nhon Trach District, Dong Nai Province.

Business Registration Certificate No. : 0305393838-001, first registered on November 1, 2010, fifth amendment on May 10, 2023.

Telephone: 0251 3569 672 Fax: 0251 3569 673

Tax Code: 0305393838-001

Account: -111000106412 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Nhon Trach Branch

-3100793619 at Vietnam Joint Stock Commercial Bank for Investment and Development – Branch Ho Chi Minh City.

Account Name: NHA BE STEEL JOINT STOCK COMPANY - VNSTEEL

Represented by: **Mr. NGUYEN MINH TINH** Director

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

Address : Phu My 1 Industrial Zone, Phu My Ward, Phu My Town, Ba Ria – Vung Tau Province, Vietnam

Business Registration Certificate No. : 3502269994, first registered on December 10, 2014, sixth amendment on January 11, 2023.

Telephone : 0254.3922091 Fax: 0254.3921005

Tax Code : 3502269994

Represented by : Mr. NGUYEN NGUYEN NGOC – General Director.

*Both parties agree to sign the contract for the year 2025 with the following content:*

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

**1.1 Products:**

- - Every month, Party A sells to Party B steel products manufactured by Party A. - The steel products of Party A are produced according to standards equivalent to Japanese (JIS), American (ASTM), Russian (GOST), and Vietnamese (TCVN) standards. Party A provides Party B with products that meet the quality standards that have been publicly announced. - Party A supplies technical specifications, certificates of origin, and quality certifications for its products upon request from Party B.

**1.2 Quantity:**

The quantity and specifications are determined for each order based on the Delivery Order issued by Party B.

The Delivery Order is an integral part of this Contract.

**1.3 Unit Price and Value of Goods Sold:**

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

**Article 2. Method of Delivery and Receipt**

- Delivery and Receipt Locations:

+ For road deliveries: the delivery location is at the warehouse of Party A, on the vehicle of Party B.

+ For waterway deliveries: the delivery location is at ports in the areas of Dong Nai, Ba Ria - Vung Tau, Ho Chi Minh City, and Can Tho, on the vehicle of Party B.

+ Other delivery and receipt methods will be agreed upon by both parties through a contract appendix.

- Loading and Unloading: The transportation vehicle is arranged by Party B, while Party A is responsible for loading the goods onto the vehicle.

- Delivery and Receipt Method: Party A shall dispatch goods as instructed by Party B, as indicated by the Dispatch Order issued by Party B. Party B will appoint a representative to carry out the receipt procedures at Party A's factory and warehouse in Can Tho. Upon completion of the delivery and receipt procedures, based on the documents determining the quantity and the price agreement at the time of delivery, Party A will issue a VAT invoice to Party B.

- From the moment the delivery and receipt are completed, Party B assumes full responsibility for the quantity of goods received from Party A.

**Article 3. Payment Method.**

- Party A agrees to sell products to Party B on a consignment basis with a credit limit of: 150,000,000,000 VND (One hundred fifty billion VND).

- Upon payment due date, Party B shall pay 100% of the value of the issued VAT invoice via bank transfer to Party A's bank account or settle through a debt offsetting record between the two parties (if applicable).
- The payment due date for invoices issued under the Dispatch Order is the fourth day from the date of invoice issuance.
- If the payment due date falls on a Saturday, Sunday, or public holiday as stipulated by the State, the due date will be the next working day.
- After the payment deadline, in addition to the principal debt, Party B must pay Party A late payment interest calculated on the overdue amount at the interest rate for one-month term savings deposits at Vietnam Joint Stock Commercial Bank for Foreign Trade plus 3% per annum. In the event that Party B repays the debt early, Party B will receive interest on the early repayment calculated at the late payment interest rate, which will be offset when calculating late payment interest.

#### **Article 4. Responsibilities of Both Parties.**

##### **4.1 Responsibilities of Party A:**

- To provide timely products of the correct specifications and categories as requested by Party B, within Party A's capabilities.
- To provide Party B with prompt updates regarding any changes in product pricing.
- To replace products damaged during loading due to Party A, or any products not conforming standards requested by Party B, as in due course practicable.

##### **4.2 Responsibilities of Party B:**

- To promptly negotiate pricing whenever Party A proposes a price adjustment.
- To remit payment for purchased goods to Party A punctually.
- To cooperate with Party A in advertising and introducing Party A's products.
- To provide Party A with truthful market information regarding consumption trends, price fluctuations, inventory levels, quality demands, etc.

#### **Article 5. Disputes and Dispute Resolution**

- In the event of a dispute arising from the execution of the contract, both parties will negotiate to resolve it together.
- If disputes cannot be resolved through negotiation or mediation, both parties agree to submit the matter to the competent court in Ho Chi Minh City.

#### **Article 6. Contract Validity Period.**

- This contract is effective from January 1, 2025, to December 31, 2025.

#### **Article 7. General Provisions**

- Both parties are responsible for adhering to the terms outlined above. If difficulties or obstacles arise during the execution of the contract, the parties must notify each other, and within 7 days, both parties will hold a meeting to discuss and cooperate to resolve the issues. The contract may only be amended with mutual agreement and the signing of a contract appendix.

- The appendices to the contract are an integral part of the contract.
- The contract is made in four (4) copies, with each party retaining two (2) copies, all of which have equal legal validity./.

**REPRESENTATIVE OF PARTY A,  
DIRECTOR**

**REPRESENTATIVE OF PARTY A  
GENERAL DIRECTOR**

**NGUYEN MINH TINH**

**NGUYEN NGUYEN NGOC**

DRAFT

**SOCIALIST REPUBLIC OF VIETNAM**

**Independence – Freedom – Happiness**

**PRINCIPAL CONTRACT FOR THE SALE AND PURCHASE OF STEEL  
BILLETS**

**No.: 02/HD 2025/VCS-TNB**

- Pursuant to the Civil Code No. 91/2015/QH13 passed by the XIIIth National Assembly of the Socialist Republic of Vietnam on 2015-11-24, effective from 2017-01-01.

- Pursuant to the Commercial Law No. 36/2005/QH11 passed by the National Assembly of the Socialist Republic of Vietnam on 2005-06-14, effective from 2006-01-01.

- Based on the needs and capabilities of both parties.

*Today, January 2, 2025, in Bien Hoa, Dong Nai Province, the representatives of both parties are:*

**Party A (Seller) : VNSTEEL - VICASA JOINT STOCK COMPANY**

- Represented by : Mr. NGO TIEN THO, General Director.
- Address : Bien Hoa 1 Industrial Zone, Road No. 9, An Binh Ward, Bien Hoa City, Dong Nai Province.
- Telephone : (0251) 3836.148 - Fax: (0251) 3836.505
- Account : 114.0000.32395 - Vietnam Joint Stock Commercial Bank for Industry and Trade, Branch 1, Ho Chi Minh City
- Tax Code : 3600961762

**Party B (Buyer) : NHON TRACH BRANCH - VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY**

- Represented by : Mr. NGUYEN MINH TINH, General Director.
- Address : Nhon Trach II - Nhon Phu Industrial Zone, Phu Hoi Commune, Nhon Trach District, Dong Nai Province.
- Business Registration Certificate No. : 0305393838-001, initially registered on 2010-11-01, first amendment registered on 2012-01-04.
- Account Holder : VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY
- Account : 111000106412 - Vietnam Joint Stock Commercial Bank for Industry and Trade - Nhon Trach Branch.
- Or Account No. : 31010000793619 - Vietnam Bank for Investment and Development - Ho Chi Minh City Branch.
- Telephone : (0251) 3569.672 - Fax: (0251) 3569.673.
- Tax Code : 0305393838-001.

*The two parties agree to enter into this Memorandum of Agreement for the purchase and sale of steel billets under the following terms:*

**ARTICLE 1: GOODS - SPECIFICATIONS, QUANTITY, QUALITY, ORIGIN OF GOODS**

Party A agrees to sell and deliver, and Party B agrees to purchase and receive, steel billets with the following specifications and weight:

1.1 Product Description: Steel billet 120 x 120 x 6,000 mm.

1.2 Quantity: As per individual orders with Appendix agreed upon monthly.

1.3 Chemical Composition:

**According to TCVN 1765:1975; TCVN 1651-1:2018; TCVN 1651-2:2018.**

1.4 Technical Requirements:

- Unit Weight: 669 (0,+4) Kg.
- Dimensional Tolerance: +/- 4 mm.
- Diagonal Difference: 12 mm max.
- Surface without cracks, folds, gaps, both ends without holes.
- Marking: Billets are painted with a white batch number, the other end is painted with the confirmation color on the order.
- Loose or bundled according to the standards of VICASA Steel Joint Stock Company - VNSTEEL.
- Origin: VNSTEEL - VICASA JOINT STOCK COMPANY - Bien Hoa 1 Industrial Zone, Road No. 9, An Binh Ward, Bien Hoa City, Dong Nai Province.

## **ARTICLE 2: UNIT PRICE**

2.1 The unit price is specifically stated on the Quotation and Appendix attached to each order.

## **ARTICLE 3: TIME, PLACE, AND METHOD OF DELIVERY AND RECEIPT**

3.1 **Delivery Time:** To be agreed upon for each individual order.

3.2 **Place of Delivery:** On Party A's means of transport at Party B's warehouse (Nhon Trach 2 Industrial Zone - Nhon Phu, Phu Hoi Commune - Nhon Trach District - Dong Nai Province).

3.3 **Basis for Weight Determination:**

- Based on the quantity determined through Party B's weighing scales, both parties shall jointly compile and prepare a Goods Delivery and Receipt Report, which will be signed and confirmed by authorized representatives immediately after Party A completes the delivery.
- In the event of suspicion and/or discovery of any loss or damage to the goods, within 30 working days from the date of signing the goods receipt report, Party B must notify Party A in writing to promptly file a complaint and implement appropriate solutions.

## **ARTICLE 4: INVOICING & PAYMENT**

4.1 **Invoicing:** The quantity of goods on the invoice shall be the quantity stated on the Delivery and Receipt Report, which has been signed and confirmed by authorized representatives of both parties.

4.2 **Payment Method:** Bank transfer or offsetting debts (if any).

4.3 **Payment Term:** Party B shall pay Party A the full value of the shipment after the delivery and receipt process is completed and Party B receives the following complete documentation:

- + Electronic VAT Invoice.
- + Delivery and Receipt Report.
- + Chemical Composition Report of the shipment.
- From 0-10 days: Interest rate 0%
- From 11-60 days: Party B shall pay Party A late payment interest calculated on the overdue

amount at the one-month term deposit interest rate at Vietcombank HCM City Branch plus 3%/year.

- From day 61-90: The applicable interest rate shall be 150% of the above loan interest rate.

## **ARTICLE 5: BREACHES AND PENALTIES FOR BREACH OF CONTRACT**

**5.1 Breach of Contract:** A breach of contract occurs when either party commits an act that violates the terms and obligations stipulated in this Contract/Contract Appendix, or fails to meet the conditions ensuring the performance of the Contract, except in cases of Force Majeure where the breaching party has applied all necessary measures to rectify the situation and has remedied the breach within thirty (30) days from the date of occurrence of the Force Majeure event.

**5.2 Penalties for Breach of Contract:** If the breaching party fails to immediately cease the violating act and/or fails to remedy the consequences of the violation within the timeframe specified in the notification from the non-breaching party, the breaching party shall be liable for compensating all damages incurred by the other party.

Penalties for Breach of Goods Delivery and Receipt:

- a) If, by the delivery deadline, Party A fails to deliver and/or delivers an insufficient quantity of goods as per each Purchase Order/Contract Appendix (except in cases of Force Majeure), Party A shall be subject to a penalty of eight percent (08%) of the value of the undelivered and/or insufficiently delivered goods. Concurrently, Party B shall have the right to unilaterally terminate the Contract and/or the ongoing Contract Appendix, or other Purchase Orders/Appendices (if any), without incurring any liability. The penalty will be offset against any outstanding debts at the time of payment.
- b) If, by the time of delivery, Party B refuses to accept the goods and/or accepts an insufficient quantity of goods as per each Purchase Order/Contract Appendix (except in cases of Force Majeure), Party B shall be subject to a penalty of eight percent (08%) of the value of the goods that Party B refuses to accept. Simultaneously, Party A shall have the right to unilaterally terminate the Contract and/or the ongoing Contract Appendix, or other Purchase Orders/Appendices (if any), without incurring any liability.

## **ARTICLE 6: INSPECTION OF QUANTITY AND QUALITY**

**6.1 Quantity and weight:** As per the Goods Delivery and Receipt Record between the two parties.

In the event that Party B suspects the quality of the steel billet delivered by Party A to Party B does not meet the quality stipulations prescribed in Article 1, Party B must notify Party A in writing within 30 days from the date of signing the delivery and receipt record. Both parties shall proceed with negotiations in the form of product exchange based on the principle of amicable cooperation.

In cases where negotiations fail, Party A shall engage an independent inspection entity to conduct a goods inspection. The inspection results shall serve as the basis for resolving the complaint. Should the inspection results deviate from the contractual stipulations, Party A shall bear the inspection costs; conversely, if the inspection results conform to the contractual stipulations, Party B shall bear the inspection costs.

## **ARTICLE 7: RIGHTS AND OBLIGATIONS OF THE PARTIES**

**7.1 Rights and Obligations of Party A:**

- To deliver goods to Party B in the correct quantity, quality, and timeframe, in accordance with the stipulations outlined in this Contract and its appendices (if any).

- To guarantee that the goods transacted under this Contract are the legitimate property of Party A and to affirm that these goods are not currently subject to any disputes or litigation.
- To issue, comprehensively and punctually, electronic VAT invoices and all other relevant documentation pertaining to the goods, in accordance with this Contract.
- Throughout the delivery process at Party B's factory, Party A shall ensure strict adherence by all Party A personnel and/or third parties appointed by Party A, to all of Party B's internal regulations, procedures, and instructions. Should any Party A personnel or any third party appointed by Party A breach Party B's internal regulations and/or procedures resulting in losses to Party B, Party A pledges to assume responsibility for compensating such losses (if any) caused by the said breach.

#### **7.2 Rights and Obligations of Party B:**

- Party B is responsible for notifying Party A of the delivery schedule at least 3 working days in advance. When Party A notifies of the delivery, Party B must arrange for storage facilities and personnel to prepare for receiving the goods.
- Coordinate with Party A for the receipt of goods, ensuring that Party A's vehicles are cleared in a timely manner. If Party B delays unloading and/or extends the unloading time, Party B shall bear all costs related to capital lock-up, management fees, transportation costs, and parking fees incurred due to the delay in unloading.
- Make payments on time as stipulated in Article 4.3 of this Contract.

#### **ARTICLE 8: GENERAL PROVISIONS**

- Both parties commit to fulfilling the terms agreed upon in the contract. During the execution process, if either party encounters difficulties or obstacles, they shall notify the other party to coordinate and resolve the issues together.
- Any disputes arising during the execution of the contract shall be resolved through negotiation in a spirit of respect, cooperation, equality, and mutual benefit. If a resolution cannot be reached, the matter will be referred to the Economic Court of the People's Court of Dong Nai Province for resolution. The court's ruling shall be the final decision binding both parties to comply. Legal costs shall be borne by the losing party.
- Any amendments or additions during the validity of the contract must be agreed upon by both parties and documented in writing. The written document and any supplementary appendices (if any) shall be an inseparable part of the contract.
- The contract is effective from the date of signing until the end of December 31, 2025.
- After 30 days from the date both parties have fulfilled their obligations and no disputes have arisen, the contract shall be deemed automatically terminated.
- The contract is made in four copies, each having the same content and value, with each party retaining two copies.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**



**PRINCIPAL CONTRACT FOR STEEL BILLET PURCHASE AND SALE**

No.: 01/HĐ2025/TNB-VKC

- Based on the Civil Code No. 91/2015/QH13 dated November 24, 2015 of the Socialist Republic of Vietnam, effective from January 1, 2017;
- Based on the Commercial Law No. 36/2005/QH11 dated June 14, 2005 of the Socialist Republic of Vietnam, effective from January 1, 2006;
- Based on the needs and capabilities of both Parties.

Today, January 3, 2025, at the Nhon Trach Branch Office, Nhà Bè Steel Joint Stock Company - VNSTEEL, the representatives of both parties are:

**Party A (Buyer): NHON TRACH BRANCH - VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY**

- Represented by : Mr. NGUYEN MINH TINH -Director.
- Address : Nhon Trach II Industrial Park - Nhon Phu, Phu Hoi, Nhon Trach, Dong Nai Province.
- Business Registration Certificate No.: 0305393838-001, initially registered on 2010-11-01, first amendment registered on 2012-01-04.
- **Account Name: VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY**
- Account No. : 111 000 106412 – Vietnam Joint Stock Commercial Bank for Industry and Trade – Nhon Trach Branch, Dong Nai.
- Or Account No. : 31010 000 793619 – Vietnam Bank for Investment and Development - Ho Chi Minh City Branch
- Telephone : 0251.356 9672 - Fax: 0251.356 9672
- Tax Code : 0305 393 838-001.

**PARTY B (SELLER): THU DUC STEEL JOINT STOCK COMPANY - VNSTEEL**

- Represented by: Mr. HOANG DUC HOA, General Director.
- Address : Km9 Vo Nguyen Giap Road, Truong Tho Ward, Thu Duc City, Ho Chi Minh City.
- Telephone : (028) 38969613 - 37312466 - Fax: (028) 37310154
- Account No. : 115000005273, VietinBank Branch 1, Ho Chi Minh City
- Tax Code : 0305409326

*The two parties hereby agree to enter into this principal contract for steel billet purchase and sale for the year 2025 under the following terms and conditions:*

**ARTICLE 1: GOODS, SPECIFICATIONS, QUANTITY, QUALITY, PRICE, AND ORIGIN****1.1 Goods:**

- Monthly, Party B shall sell to Party A steel billet products manufactured by Party B, based on Party A's needs and Party B's supply capacity.

- Party B's steel billet products are manufactured in accordance with Vietnamese standards (TCVN) and Japanese standards (JIS).
- Party B shall provide complete technical specifications, certificates of origin, and quality certificates for Party B's products upon Party A's request.

- Technical Requirements:

- + Width Tolerance: +/-2%
- + Diagonal Deviation: 12mm max
- + Twist: 2 degrees/meter max
- + Permissible Camber: 10mm/m max
- + Surface free from cracks, folds, shrinkage cavities at both ends, and internal cavities.
- + Packaging: Loose goods according to factory standards.
- + Marking: Lot number and production batch number clearly marked at the head of each billet.

- Origin: Thu Duc Steel Joint Stock Company - VNSTEEL; Address: Km9 Hanoi Highway, Truong Tho Ward, Thu Duc City, Ho Chi Minh City.

### 1.2 Quantity and Specifications:

The quantity and specifications of the steel billet products shall be determined according to Party A's monthly demand and Party B's supply capacity. The basis for determining the weight is the actual weight of the steel billets as measured by electronic scales at the Buyer's factory. Both parties will appoint representatives to supervise the delivery and receipt of goods and jointly sign a confirmation on the Goods Delivery and Receipt Record.

### 1.3 Unit Price:

The unit price will be based on the agreement between the two Parties at each specific time and will be specified in the Purchase Order signed and confirmed by both Parties.

## **ARTICLE 2: DELIVERY AND RECEIPT METHOD**

1. Delivery Location: Nhon Trach Branch - Nha Be Steel Joint Stock Company - Nhon Trach II Industrial Park - Nhon Phu, Phu Hoi Commune, Nhon Trach District, Dong Nai Province.

2. Delivery Method: Party B shall deliver the goods to Party A using Party B's means of transport at Party A's warehouse in one or several shipments. Party B is responsible for notifying the time and quantity of goods to be delivered so that Party A can arrange personnel and means to receive the goods.

## **ARTICLE 3: PAYMENT METHOD**

3.1 Party B agrees to sell steel billet products to Party A on a credit sales basis with a credit limit not exceeding 45,000,000,000 VND (In words: Forty-five billion Vietnamese Dong).

3.2 Payment method: Bank transfer.

### 3.3 Payment Term:

- The value of the goods shall be paid for each shipment based on the actual quantity of goods delivered and received at the Buyer's warehouse within 10 days from the date Party B completes the delivery and issues a VAT invoice to Party A.

- If the due date falls on a Saturday, Sunday, or a public holiday as prescribed by the State, the due date shall be the next working day.

- Beyond the payment deadline, in addition to the principal debt, Party A shall pay Party B late payment interest calculated on the overdue amount at the one-month term deposit interest rate at Vietcombank Ho Chi Minh City Branch plus 3.0%/year. The late payment period shall not exceed 30 days. If the overdue payment period is exceeded and Party A still has not paid Party B, Party A shall be subject to a penalty interest rate equal to 150% of the overdue interest rate on the overdue amount.

#### 3.4 Payment Documents:

- Goods delivery and receipt record confirmed by representatives of both parties' delivery and receipt personnel.
- Financial invoice issued by Party B.
- Product quality certificate for the shipment.

### **ARTICLE 4: RESPONSIBILITIES OF THE TWO PARTIES**

#### **4.1 Responsibilities of Party B:**

- Provide timely information on capacity and selling price at each specific time upon receiving Party A's request.
- Deliver goods to Party A in sufficient quantity, correct quality, and on time as stipulated in the Contract/Contract Appendix.
- Guarantee that the goods traded under this Contract are the legal property of Party B and warrant that the goods are currently not subject to any dispute.
- Fully and promptly issue electronic VAT invoices and other documents related to the goods as stipulated in the Contract.
- During the delivery process at Party A's factory, Party B must ensure that all of Party B's personnel and/or third parties designated by Party B strictly comply with internal regulations, procedures, and instructions of Party A. In case of violations causing losses to Party A, Party B commits to compensate Party A.

#### **4.2 Responsibilities of Party A**

- Notify Party B of the goods receiving plan two business days in advance; prepare warehouse, personnel to receive the goods.
- Coordinate with Party B for goods delivery and receipt, ensuring prompt release of vehicles on schedule. If unloading is delayed and/or the unloading time is prolonged, Party A shall bear all costs of capital stagnation and vehicle storage caused by the delay in unloading.
- Make payment on time as prescribed in Clause 3 of this Contract.

### **ARTICLE 5: CONTRACT BREACH AND PENALTIES:**

5.1 Contract Breach: A breach of contract shall be deemed to occur when either Party violates the terms and obligations stipulated in the Contract/Contract Appendix/Purchase Order, or fails to meet the conditions ensuring Contract performance, except in cases of Force Majeure, provided that the breaching Party has implemented all necessary rectifying measures and remedied the breach within thirty (30) days from the date of occurrence of the Force Majeure event.

5.2 Penalties for Contract Breach: Should the breaching Party fail to immediately cease the breaching act and/or fail to remedy the consequences of the breach within the timeframe specified in the notification from the non-breaching Party, the breaching Party shall be liable for compensating the other Party for all incurred damages.

Penalties for Goods Delivery and Receipt Violations:

- a) If, by the delivery deadline, Party B fails to deliver and/or delivers an insufficient quantity of goods as per each Purchase Order/Contract Appendix (excluding Force Majeure events), Party B shall incur a penalty equivalent to eight percent (08%) of the value of the undelivered and/or insufficiently delivered Goods. Concurrently, Party A reserves the right to unilaterally terminate the Contract and/or the current Contract Appendix, or other Purchase Orders/Appendices (if any), without liability. The penalty will be offset against outstanding debts at the time of payment.
- b) If, upon delivery, Party A refuses to receive the goods and/or receives an insufficient quantity of goods according to each Purchase Order/Contract Appendix (excluding Force Majeure events), Party A shall be subject to a penalty of eight percent (08%) of the value of the goods that Party A refused to receive. Concurrently, Party B shall have the right to unilaterally terminate the Contract and/or current Contract Appendix, or other Purchase Orders/ Appendices (if any), without assuming liability.

#### **ARTICLE 6: COMPLAINTS:**

6.1 Party B shall be responsible for retrieving goods if the delivered goods do not meet the quality standards stipulated in Article 1 of this Contract. Regarding complaints related to quality and quantity: Party A shall notify and send a complaint to Party B within 30 days from the date of completion of delivery and receipt at Party A's warehouse.

6.2 Party B shall resolve quality complaints within 30 days from the date of receiving Party A's complaint. Dispute resolution shall be based upon inspection results from TNB's Product Quality and Measurement Management Department. In cases where Party B desires an independent assessment certification, Party B can engage SGS for assessment services. The party responsible for the defect or error will bear the cost of quality complaints resolution as well as the associated assessment costs.

6.3 Party A has the right to withhold payment to Party B should it discover that delivered goods do not conform to the standards of quality per the stipulations set forth in this present agreement within Article 1, without prejudice towards holding on maximum of a total aggregate value not more than 20% relative amount stipulated.

#### **ARTICLE 7: FORCE MAJEURE:**

In the event of circumstances such as fire, flooding, or war that prevent the full or partial execution of the Contract/Contract Appendix, the parties shall be released from their obligations without any party being at fault.

#### **ARTICLE 8: GENERAL PROVISIONS**

8.1 Both parties commit to fully and seriously implementing the terms stipulated in this contract. During the implementation process, should any difficulties arise, both parties shall promptly notify each other and cooperate to resolve them. Any disputes arising that cannot be resolved through mutual negotiation shall be submitted to the competent court for resolution. The court's ruling is final and binding on both parties. All legal costs shall be borne by the at-fault party.

8.2 Any amendments or supplements during the effective period of this Contract must be mutually agreed upon by both parties through a contract appendix bearing the signatures and seals of both parties. Said appendix shall constitute an integral and inseparable part of this Contract.

8.3 This Contract is deemed accepted when signed electronically/ scanned & through soft copies of signed form sent by Zalo mail/email address, exists in and produced as 04 hard originals, and either copy equally shared between us as effective in laws.

8.4 This Contract shall take effect from the date of signing and shall expire on December 31 2025, after both parties have fully fulfilled the responsibilities and obligations stipulated herein.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**

DRAFT

**SOCIALIST REPUBLIC OF VIETNAM**

**Independence – Freedom – Happiness**

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**PRINCIPAL CONTRACT FOR STEEL BILLET PURCHASE AND SALE**

**No.: .....-2025/HMC/PKD-TNB**

Pursuant to the Civil Code and the Commercial Law of the Socialist Republic of Vietnam currently in effect;

Pursuant to the needs and capabilities of Nhon Trach Branch – VNSTEEL - Nha Be Steel Joint Stock Company and Ho Chi Minh City Metal Joint Stock Company - VNSTEEL.

Today, on the.....day of.....month.....year 2025, at the office of VNSTEEL – HO CHI MINH CITY METAL CORPORATION, we are:

**Party A (Seller): VNSTEEL - HOCHIMINH CITY METAL CORPORATION**

Address : 193 Dinh Tien Hoang Street, Da Kao Ward, District 1, Ho Chi Minh City  
Business Registration Certificate No.: 0300399360, initially registered on December 27, 2005, amended for the 15th time on June 11, 2024.

Telephone: 028-38 294 623 – 028 38 244 155 Fax: 028 38 290 403

Account No. : 111000004541 at Vietinbank – Ho Chi Minh City Branch  
3100009857 at BIDV - HCMC Branch  
007.100.090.5566 at VCB – HCMC Branch

Tax Code : 0300399360

Representative: Mr. LE VAN QUANG Position: General Director

**Party B (Buyer): NHON TRACH BRANCH - VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY**

Address : Nhon Trach II Industrial Zone, Nhon Phu, Phu Hoi Commune, Nhon Trach District, Dong Nai Province, Vietnam.

Business License No.: 0305393838-001, initially registered on November 1, 2010, amended for the 5th time on May 10, 2023.

Telephone : 2513.569.672 Fax: 2513.569.673

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

Or Account No.: 3100793619 – Vietnam Bank for Investment and Development - Ho Chi Minh City Branch

Or Tax Code : 0305393838-001

Tax Code :0305393838-001.

Representative: Mr. NGUYEN MINH TINH

Position: Director

After discussion, the two parties agree to sign this Memorandum of Understanding regarding the purchase and sale of steel billets with the following terms:

## **ARTICLE 1. DEFINITIONS AND INTERPRETATIONS**

### 1.1 Definitions:

In this Contract, the following terms shall have the following meanings:

- a) Contract Term: The period during which the Parties have their rights and obligations under this Contract, including any extension period.
- b) Contract Value: The total value of Goods that Party B must pay in full and on time to Party A for the Goods that Party A has provided to Party B.
- c) Purchase Order/Contract Appendix: A document amending or supplementing the terms of the Contract, specifically stipulating the types of Goods, price of Goods, time, method of delivery and receipt of Goods, promotions, and other matters related to the purchase and sale of Goods between the two Parties.
- d) Delivery/Acceptance/Handover Report: A document signed by the Parties to confirm the quantity of Goods delivered and received and accepted as agreed upon in this Contract and the Appendices.
- e) Trade Secret and Intellectual property: Information, documentation, concepts, operations, visual elements et cetera presented as or stored within hardcopy, data files, emails, imagery, which is acquired plus lawfully possessed per each respective Party.
- f) Confidential Information: This refers to information pertaining to business secrets, assets, and intellectual property as outlined in the Contract and its Appendices, which the Parties may become aware of or access during the execution of this Contract.
- g) Authorized Information Holder: This refers to individuals directly or indirectly involved in the execution of this Contract by the Parties. However, the Parties agree that this agreement also applies to all employees of the Parties who are not "Authorized Information Holders," yet may, for any reason, become aware of or access "Confidential Information."
- h) "Party" shall mean Party A or Party B, and "Parties" shall mean Party A and Party B.

## 1.2 Interpretation:

- a) The terms "of this Contract," "in this Contract," and "under this Contract," as well as terms of similar import, when used in this Contract, shall refer to the entirety of this Contract and not to any specific provision thereof.
- b) In the event of any inconsistency between the contents of a clause, paragraph, subparagraph, or item, and its title, the substantive contents of such clause, paragraph, subparagraph, or item shall prevail in the resolution of related matters. Titles exist solely for reference and do not affect the interpretation or the applicability of articles, paragraphs, subparagraphs, items, and specific provisions as set out in the specific applicable parts of the various items found within, of this particular contract.

## **ARTICLE 2. GOODS FOR SALE AND PURCHASE**

- 2.1 Goods for Sale: Party A agrees to sell to Party B various types of Steel Billets based on Party B's demand and Party A's supply capacity. Specific details shall be stipulated in each Contract Appendix at the relevant time.
- 2.2 Quantity and Selling Price of Goods: The specific quantity and price shall be stipulated in each Contract Appendix at the relevant time, but shall not exceed 5,000 tons per month.

## **ARTICLE 3. TIME AND METHOD OF DELIVERY AND RECEIPT OF GOODS**

### 3.1 Place of Delivery:

The Goods shall be delivered on Party A's means of transport at Party B's Factory Warehouse located at: Nhon Trach II Industrial Zone – Nhon Phu, Phu Hoi Commune, Nhon Trach District, Dong Nai Province.

### 3.2 Time of Delivery: Specifically stipulated in each corresponding Contract Appendix, at the individually noted or scheduled as pertinent, of delivery transaction activity engagement juncture.

### 3.3 Basis for Determining the Delivered Goods Quantity for Payment:

The quantity of Goods shall be determined based on Party B's electronic weighing system and the direct count of steel billets. Both Parties shall prepare and sign the Goods Delivery and Receipt Record to confirm the "Quantity of Goods for Payment." Party B shall provide Party A with a summary of the weighing slips for each truckload (weighed using Party B's electronic weighing system) as the basis for determining the "Quantity of Goods for Payment."

### 3.4 Goods Delivery Notification:



Party A shall notify Party B in advance regarding transportation details, chemical composition, and the estimated time of arrival at the delivery location so that Party B can make necessary preparations for receipt. Party A shall deliver goods in batches ranging from 12 to 15 tons per shipment.

**3.5 Goods Delivery and Receipt Record:**

Immediately upon completing the goods delivery and receipt process, both Parties shall prepare and sign the Goods Delivery and Receipt Record (using Party B's template) as the basis for finalizing payments.

The sales representative of Party A and the representative of Party B shall directly sign the Goods Delivery and Receipt Record upon completion of the delivery.

**3.6 Ownership of Goods:**

The transfer of ownership of the Goods shall occur at the time when both Parties fulfill their obligations regarding the delivery and receipt of the Goods, as evidenced by the Goods Delivery and Receipt Record, duly signed by authorized representatives of both Parties.

**ARTICLE 4. COMPLAINT AND HANDLING OF SUBSTANDARD GOODS**

In the event that Party B detects defects in the Goods after delivery (caused by manufacturing defects and/or transportation by Party A), the handling of complaints regarding the Goods shall be carried out as follows:

4.1 Any complaint from Party B regarding non-conforming Goods (if any) must be documented in writing or via email and sent to Party A within fifteen (15) days from the date of completion of the Goods delivery and receipt. The complaint must clearly specify and provide full details of the non-conforming Goods, accompanied by the inspection results from Quatest 3.

4.2 Within ten (10) working days from the date of receiving Party B's complaint regarding the quality of the Goods, Party A shall acknowledge receipt of the complaint and actively investigate the cause and propose appropriate measures to resolve the issue of non-conforming Goods for Party B.

4.3 Any costs related to the inspection of non-conforming Goods shall be borne by Party A (if applicable).

**ARTICLE 5. PAYMENT**

Payment Method:

5.1 Payment shall be made via bank transfer in Vietnamese Dong (VND) to Party A's designated account as specified above.

5.2 Payment terms shall be stipulated in each Contract Appendix at the relevant time.

5.3 Documents serving as the basis for final settlement:

- a) Goods Delivery and Acceptance Record, duly signed by authorized representatives of both Parties;
- b) Value-added tax invoice;
- c) Certificate of Goods Quality;
- d) Detailed delivery and receipt list (provided by Party B);
- e) Debt reconciliation statement (if applicable);
- f) Violation penalty/compensation record (if applicable).

## **ARTICLE 6. RIGHTS AND OBLIGATIONS OF PARTY A**

6.1 Obligations of Party A:

- a) Deliver the Goods in accordance with the contents confirmed by the Parties on the Purchase Order/Contract/Appendix to the Contract.
- b) Issue a value-added tax invoice to Party B in accordance with regulations.
- c) Be responsible for the information and quality of the Goods provided to Party B according to registered standards.
- d) Party A's personnel and transportation vehicles, upon arrival to deliver Goods at Party B's factory, must strictly comply with Party B's occupational safety and health regulations. In case of disagreement between the Parties, Party B has the right to refuse entry of the vehicle into the factory.
- e) Provide accurate and complete legal documents and quality certificates of the Goods according to the Manufacturer's standards accompanying the delivered Goods to Party B upon request.

6.2 Rights of Party A:

- a) Suspend the supply of Goods to Party B when Party B violates its obligations as stipulated in the Contract/Contract Appendix or Purchase Order.
- b) Refuse to participate in resolving any arising issues when Party B does not comply with the terms stated in this Contract.

## **ARTICLE 7. RIGHTS AND OBLIGATIONS OF PARTY B**

7.1 Obligations of Party B:

- a) Receive the Goods in accordance with the agreement in the Purchase Order/Contract/Appendix to the Contract.

- b) Preserve the Goods after receipt according to Party A's technical requirements.
- c) Make full and timely payment as agreed.
- d) Directly contact the highest-ranking leader of the Sales Department or the legally authorized representative of Party A if any difficulties or obstacles are encountered during the transaction.

#### 7.2: Rights of Party B

The right to refuse acceptance of Goods when Party A delivers Goods that do not meet the standards and requirements.

### **ARTICLE 8. CONTRACT BREACH AND PENALTIES**

#### 8.1 Breach of Contract:

A breach of contract occurs when either Party violates any terms or obligations set forth in the Contract or its Appendices, or fails to meet the conditions necessary for contract performance, except in cases where the breach is due to a Force Majeure Event. In such cases, the breaching Party must have taken all necessary corrective measures and remedied the breach within thirty (30) days from the occurrence of the Force Majeure Event.

#### 8.2 Contractual Penalty for Breach:

If the breaching Party fails to immediately cease the violation and/or fails to remedy the consequences of such violation within the timeframe specified in the notice from the non-breaching Party, the breaching Party, in addition to compensating for all damages incurred by the other Party, shall be subject to a contractual penalty amounting to eight percent (08%) of the value of the breached contractual obligation.

### **ARTICLE 9. CONTRACT VALIDITY**

This Contract shall take effect from the signing date until the end of December 31 2025. This contract will officially expire only after the two Parties fully pay off all pending invoice

### **ARTICLE 10. FORCE MAJEURE**

10.1 Force majeure refers to an event that occurs objectively and is beyond the control of the Parties, preventing one or more Parties from fulfilling their obligations or causing delays in fulfilling their obligations under the Contract, or making it impossible to continue performing the Contract, such as earthquakes, floods, storms,

landslides, tsunamis, fires, wars or the threat of war, and other unforeseen disasters, as well as changes in policies or prohibitions by competent state authorities.

10.2 Responsibilities of the Parties in the event of force majeure: The failure of one Party to fulfill its obligations due to a force majeure event shall not be grounds for the other Party to terminate the Contract. However, the Party affected by the force majeure event has the obligation to:

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

10.3 If the force majeure event continues for a continuous period exceeding thirty (30) days, the two Parties shall negotiate as soon as possible regarding the continuation or cancellation of the Contract, with neither Party having any claims against the other.

## **ARTICLE 11. NOTIFICATION AND COMMUNICATION**

11.1 Notifications to the other Party must be made in the form of email or written document and must be delivered: (i) in person, or (ii) sent via a reliable courier service, or (iii) by email to that Party's address as specified in the Contract.

11.2 The address for receiving Notifications for both Parties is the address listed at the beginning of the Contract or another address that the Parties notify each other of in writing from time to time.

11.3 Notifications are considered received on the date they are (i) delivered in person and acknowledged by the recipient's signature, or (ii) sent by email.

11.4 The Parties are obligated to notify the other Party in writing, along with any accompanying documents, within five (05) working days of any changes that affect the execution of the terms of this Contract, such as changes in name, address, representative, type of business; transaction office, or responsible person.

## **ARTICLE 12. CONFIDENTIALITY**

During the execution of the Contract, the Parties commit to complying with the following provisions:

- 12.1 Maintain the confidentiality of any information received from the other Party for the purpose of executing the Contract.
- 12.2 Not use, copy, or create new works or Goods based on such information for any purpose beyond the scope of work defined in the Contract.
- 12.3 Not disclose Confidential Information to any individual or third party without the prior written consent of the Party that owns the Confidential Information, except where disclosure is required by a competent State authority.
- 12.4 Commit to not infringing upon each other's intellectual property rights during the execution of the Contract, in accordance with applicable laws.

### **ARTICLE 13. GOVERNING LAW AND DISPUTE RESOLUTION**

- 13.1 All activities related to the purchase and sale of Goods under this Contract shall be governed and regulated in accordance with the prevailing Vietnamese Commercial Law.
- 13.2 In the course of contract execution, if any disputes arise, both Parties shall negotiate in good faith with a cooperative and mutually beneficial approach. If the dispute cannot be resolved through negotiation, it shall be submitted to the competent Court of Dong Nai Province for resolution. The Court's ruling shall be final and binding on both Parties. The losing Party shall bear all court fees, including the legal fees of the prevailing Party, as well as any penalties or compensation as determined by the Court's judgment.

### **ARTICLE 14. OTHER PROVISIONS**

- 14.1 Any amendments or supplements to this Contract must be made in writing and signed and sealed by authorized representatives of both Parties to be valid.
- 14.2 Subsequent Purchase Orders or Contract Appendices issued from time to time shall form an integral part of this Contract. In the event of any inconsistency between the terms of a Purchase Order or Contract Appendix and the terms of this Contract, the terms of the Purchase Order or Contract Appendix shall prevail.
- 14.3 Nothing in this Contract shall be construed as establishing one Party as the representative of the other Party. Neither Party has the authority to bind, sign contracts on behalf of, or create obligations for the other Party in any manner.
- 14.4 No waiver by either Party of any rights or penalties under this Contract shall be effective unless made in writing and signed by both Parties. The failure or delay of a Party in exercising any right or enforcing any penalty under this Contract shall not be construed as a waiver of such right.

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

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

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**

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

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**PRINCIPAL CONTRACT FOR STEEL BILLET PURCHASE AND SALE**

No.: -2025/HĐNT/KKMT-TNB

Pursuant to the Civil Code and the Commercial Law currently in force in the Socialist Republic of Vietnam;

Based on the demand and capability of Nhon Trach Branch – VNSTEEL - Nha Be Steel Joint Stock Company and Central Metal Joint Stock Company.

Today, on ..... 2025, at the office of Nhon Trach Branch – VNSTEEL - Nha Be Steel Joint Stock Company, we, the undersigned, include:

**Party A (Seller): CENTRAL VIETNAM METAL CORPORATION**

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

Telephone : 02363.822.807. - Fax: 02363.823.306

Account : 0041.00000.1112 at Vietcombank- Da Nang Branch

Tax code : 0400101605

Representative: Mr. NGUYEN ANH HOANG Position: General Director

**Party B (Buyer): NHON TRACH BRANCH - VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY**

Address : Nhon Trach II Industrial Park, Nhon Phu, Phu Hoi Commune, Nhon Trach District, Dong Nai Province. Vietnam.

Business Registration Certificate No: 0305393838-001, initially registered on 2010-11-01, 5th amendment registered on 2023-05-10.

Telephone : 2513.569.672 Fax: 2513.569.673

Account name : Nha Be Steel Joint Stock Company - Vnsteel

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

Or Account No. : 31 00 793619 – Vietnam Investment and Development Bank - Ho Chi Minh City Branch

Or Account No. : 31 00 793619 – Vietnam Investment and Development Bank - Ho Chi Minh City Branch

Tax code : 0305393838-001

Representative : Mr. NGUYEN MINH TINH Position: Director

After discussions, both parties have agreed to sign a framework agreement on the purchase and sale of steel billets with the following terms:

**ARTICLE 1. DEFINITIONS AND INTERPRETATIONS**

## 1.1 Definitions:

In this Agreement, the following terms shall have the following meanings:

- a) Agreement Term: The period during which the Parties have their rights and obligations under this Agreement, including any extension period.
- b) Contract Value: The total value of Goods that Party B must pay fully and on time to Party A for the Goods that Party A has supplied to Party B.
- c) Purchase Order/Appendix to the Agreement: A document amending and supplementing the terms of this Agreement, specifying the type of Goods, price of Goods, time, method of delivery and receipt of Goods, promotion, and other related issues to the purchase and sale of Goods between the two Parties.
- d) Delivery/Acceptance/Handover Record: A document signed by the Parties to confirm the quantity of Goods delivered, received, and accepted as agreed upon in this Agreement and the Appendices.
- e) Trade Secrets and Intellectual Property: Information, documents, ideas, business, images, etc., expressed or stored in the form of text, computer files, emails, images, etc. which each Party lawfully obtains and possesses.
- f) Confidential Information: This pertains to information classified as business secrets, assets, and intellectual property as stipulated in the Contract and Appendix, which the Parties are privy to or access during the execution of this Contract.
- g) Authorized Information Holders: These are individuals directly or indirectly involved in the Contract's execution by the Parties. Furthermore, the Parties concur that this agreement extends to all personnel of the Parties not designated as "Authorized Information Holders" but who, for any reason, might gain knowledge of or access "Confidential Information."
- h) "Party" refers to either Party A or Party B, and "Parties" refers to both Party A and Party B.

## 1.2 Interpretation:

- a) The phrases "of this Contract," "in this Contract," and "under this Contract," as well as any similar terms used herein, shall refer to the entire Contract and shall not be construed as referring to any specific provision of this Contract.
- b) In the event of any inconsistency between the content of an article, clause, section, or item and its heading, the content of the respective article, clause, section, or item shall prevail in resolving related matters. The headings are for reference purposes only and shall not affect the interpretation of any provisions or applicable sections of this Contract.

## **ARTICLE 2. COMMODITY INFORMATION**

- 2.1 Goods for Sale: Party A agrees to sell to Party B various types of Steel Billets based on Party B's demand and Party A's supply capacity. Specific details shall be stipulated in each Contract Appendix at the relevant time.



2.2 Quantity and Selling Price of Goods: The specific quantity and price shall be stipulated in each Contract Appendix at the relevant time, but shall not exceed 5,000 tons per month.

### **ARTICLE 3. TIME AND METHOD OF DELIVERY AND RECEIPT OF GOODS**

#### 3.1 Delivery Location:

Goods shall be delivered on Party A's transport vehicles at Party B's factory warehouse located at: Nhon Trach II Industrial Zone – Nhon Phu, Phu Hoi Commune, Nhon Trach District, Dong Nai.

3.2 Delivery Time: Specified explicitly in respective Contract Appendices at each specific point in time.

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

The quantity of Goods shall be ascertained utilizing Party B's electronic scales, with the number of bars directly enumerated. The two Parties shall execute a Goods Delivery and Receipt Report to determine the "Payment Quantity of Goods." Party B bears the onus of providing a summary of the weighbridge tickets for goods (through party B's weighbridge scales) for each vehicle delivery to party A to determine the "Payment Quantity of Goods".

3.4 Goods Delivery and Receipt Notice:

Party A shall provide prior notification to Party B regarding conveyance details, chemical components, and the projected arrival time at the delivery locale, thereby enabling Party B to prepare for reception;

Party A will deliver in batches/lots of 12 –15 tons.

3.5 Delivery and Acceptance Record:

Immediately upon completion of the exchange of deliverables, the two contracting entities shall collaboratively generate and affirm a formal Delivery and Receipt Report. By utilizing said report based on party B's example as the baseline,

Representatives from each concerned group, particularly party A's sales leadership and nominated individuals from party B's team, shall formally execute and verify these official papers via direct endorsements

3.6 Ownership of Goods: Transfer of goods ownership takes place as per the completion of Goods sending/ acceptance following the Goods Delivery-Acceptance Confirmation form bearing each side's representative's affirmation signature.

### **ARTICLE 4. COMPLAINTS AND HANDLING OF SUBSTANDARD GOODS**

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

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

## **ARTICLE 5. PAYMENT**

Payment method:

- 5.1 Bank transfer in Vietnamese Dong (VND) according to Party A's account information as mentioned above.
- 5.2 Payment deadline: Specifically stipulated in each Contract Appendix at each point in time.
- 5.3 Documentation as a basis for settlement:
  - a) Goods delivery/acceptance record with confirmation from representatives of both parties;
  - b) Value Added Tax Invoice;
  - c) Goods quality certificate;
  - d) Detailed goods delivery and receipt list (provided by Party B);
  - e) Debt reconciliation statement (if any);
  - f) Minutes of violation penalty/compensation (if any);

## **ARTICLE 6. RIGHTS AND OBLIGATIONS OF PARTY A**

6.1 Obligations of Party A:

- a) Deliver the Goods in accordance with the details confirmed by the Parties on the Purchase Order/Contract/Contract Appendix.
- b) Issue a Value Added Tax Invoice to Party B in accordance with regulations.
- c) Be responsible for the information and quality of the Goods supplied to Party B according to registered standards.
- d) Party A's personnel and means of transport, upon delivery of the Goods to Party B's factory,

must strictly comply with Party B's Occupational Safety and Health regulations. In case of disagreement between the Parties, Party B has the right to refuse entry of the vehicle into the factory.

- e) Provide accurate and complete legal documents and quality certificates of the Goods according to the manufacturer's standards, accompanying the delivered Goods to Party B upon request.

#### 6.2 Rights of Party A:

- a) Suspend the supply of Goods to Party B when Party B violates its obligations under the Contract/Contract Appendix or Purchase Order.
- b) Refuse to participate in resolving issues when Party B does not comply with the terms stated in this Contract.

### **ARTICLE 7. RIGHTS AND OBLIGATIONS OF PARTY B**

#### 7.1 Obligations of Party B:

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

#### 7.2 Rights of Party B:

The right to refuse to receive the Goods when Party A delivers Goods that do not meet the standards and requirements.

### **ARTICLE 8. CONTRACT BREACH AND PENALTIES**

8.1 Contract Breach: A case where one of the Parties commits an act that violates the terms, obligations in the Contract/Appendix, or fails to meet the conditions ensuring the Contract's performance, unless the breaching Party is due to a Force Majeure Event and has applied all necessary measures to rectify and has remedied such violation within thirty (30) days from the date of the Force Majeure Event.

8.2 Contract Breach Penalty: If the Party in breach of the Contract does not immediately cease the violating act and/or does not remedy the consequences of the violation within the time limit stated in the notice of the violated Party, the breaching Party, in addition to the obligation to compensate for all damages incurred by the other Party, shall be subject to a contract breach penalty of eight percent (08%) of the value of the breached contractual obligation.

### **ARTICLE 9. EFFECTIVENESS OF THE CONTRACT**

This Contract takes effect from the signing date to the end of December 31 2025.

This contract shall be officially terminated upon the successful final offsetting between Parties of the total goods along with any credit and liabilities

#### **ARTICLE 10. FORCE MAJEURE**

10.1 Force Majeure is an objective and uncontrollable event outside the Parties' control that leads one or more Parties, incapable of implementing in accordance with stipulations on the time mentioned inside obligations in contract or postpones the aforementioned implementation or altogether makes the same obligations as those stipulated an impossible affair, including amongst all causes imaginable or otherwise not herein expressly specified those hereinafter cited non exhaustively as examples by illustration alone; earthquake, storm, flood, whirlwind, tsunami, landslide, fire, war or threat of war and other unforeseeable catastrophes,... or abrupt yet otherwise substantial shift of the governmental administrative rulings from governmental authority bearing influence.

10.2 Responsibilities of the Parties upon encountering a Force Majeure event: The non-completion of obligations due to a Force Majeure Event shall not establish justification by one to other of ceasing this Contract. Under such condition affected parties' responsibilities consist of the here after enumerated item :

a) Implementing reasonable preventative and necessary alternative measures to minimize the impact caused by the Force Majeure event.

b) Promptly notify the other party regarding occurrence any Force Majeure event from within seven (07) days thereafter.

10.3 If the Force Majeure event continues uninterrupted for more than thirty (30) consecutive days, both Parties shall promptly negotiate whether to continue performing or terminate the Contract, with neither Party having any claims against the other.

#### **ARTICLE 11. NOTIFICATIONS AND COMMUNICATION**

11.1 Notices to the other Party must be made in the form of email or written documents and must be delivered by: (i) hand delivery, or (ii) registered mail via postal or courier services, or (iii) email to the address of the respective Party as specified in the Contract.

11.2 The notification address for each Party shall be the address stated at the beginning of this Contract or any other address notified in writing by one Party to the other from time to time.

11.3 Notices shall be deemed received on the date the notification (i) is delivered in person with the recipient's signed acknowledgment, or (ii) is sent via email.

11.4 Each Party is obligated to notify the other Party in writing, along with the relevant supporting documents, within five (05) working days from the occurrence of any changes that may affect the execution of the terms of this Contract, including but not limited to changes in name, address, legal representative, business type, office location, or responsible personnel.

## **ARTICLE 12. CONFIDENTIALITY**

During the performance of this Agreement, the Parties commit to the following:

- 12.1 Maintain the confidentiality of information provided by the other Party for the implementation of this Agreement.
- 12.2 Refrain from utilizing, reproducing, or creating new works or Goods based on said information for purposes beyond the scope of work defined in this Agreement.
- 12.3 Refrain from disclosing Confidential Information to any individual or third party without prior written consent from the Party owning said Confidential Information, except as required by competent State authorities.
- 12.4 Commit to respecting each other's intellectual property rights throughout the execution of  
this Agreement as stipulated by applicable law.

## **ARTICLE 13. GOVERNING LAW AND DISPUTE RESOLUTION**

- 13.1 All activities pertaining to the sale and purchase of Goods under this Agreement shall be primarily governed by and construed in accordance with the prevailing Vietnamese Commercial Law.
- 13.2 Should any dispute arise during the performance of this Agreement, both Parties shall engage in amicable negotiations to resolve the matter in a spirit of cooperation and mutual benefit. If the dispute remains unresolved through negotiation, it shall be submitted to the competent Court of Dong Nai Province for adjudication. All court judgments shall be final and binding upon both Parties. The losing Party shall be liable for all court costs, including legal fees of the prevailing Party and any fines/compensation stipulated in the court ruling.

## **ARTICLE 14. MISCELLANEOUS PROVISIONS**

- 14.1 Any amendments or supplements to this Agreement must be documented in writing and duly signed and sealed by the authorized representatives of both Parties to be effective.
- 14.2 Subsequent Purchase Orders/Appendices issued at various times shall constitute inseparable parts of this Agreement. In the event of a conflict between any provision in a Purchase Order/Appendix and a provision in this Agreement, the provision in the Purchase Order/Appendix shall prevail.
- 14.3 Nothing in this Agreement shall be construed to constitute one Party as the representative of the other Party, and neither Party shall be authorized to bind or enter into an agreement in the name of the other Party or create liabilities for the other Party by any means.
- 14.4 No waiver by either Party of any rights or remedies under this Agreement shall be effective unless documented in writing and signed by both Parties. The failure or delay of a Party in exercising a right or applying a remedy shall not be considered a relinquishment thereof.

- 14.5 Without the prior written consent of either Party, the other Party shall not transfer, convey, or pledge any portion of or the entirety of its rights or obligations under this Agreement along with any accompanying Appendices.
- 14.6 This Agreement is executed in four (04) counterparts in the Vietnamese language, each possessing equal legal validity, where two (02) is kept per Party by both sides correspondingly for use and preservation.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**

**PRINCIPAL CONTRACT FOR STEEL BILLET PURCHASE AND SALE**

No.: 01-2025/HĐNT/VIN-TNB

Pursuant to the Civil Code and the Commercial Law currently in force in the Socialist Republic of Vietnam;

Based on the demand and capability of Nhon Trach Branch – VNSTEEL - Nha Be Steel Joint Stock Company and Ho Chi Minh City Metal Joint Stock Company – VNSTEEL.

Today, January 16, 2025, at the office of Nhon Trach Branch – Nha Be Steel Joint Stock Company - VNSTEEL, we, the undersigned, include:

**Party A (Seller): VIETNAM FOREIGN TRADE WAREHOUSING AND TRANSPORTATION JOINT STOCK COMPANY**

Address : 406 Nguyen Tat Thanh, Ward 18, District 4, Ho Chi Minh City

Telephone : 028.39414919 Hotline: 0968603068

Account : 0071000005287 at Vietcombank - Ho Chi Minh City Branch

Tax Code : 0300648264

Representative: Mr. HA MINH HUAN, Position: General Director

**Party B (Buyer): NHON TRACH BRANCH - VNSTEEL - NHA BE STEEL JOINT STOCK COMPANY**

Address : Nhon Trach II Industrial Zone, Nhon Phu, Phu Hoi Commune, Nhon Trach District, Dong Nai Province, Vietnam.

Business Registration Certificate No.: 0305393838-001, first registered on 2010-11-01, 5th amendment registered on 2023-05-10.

Telephone : 2513.569.672 Fax: 2513.569.673

Account : 111 000 106412 - VietinBank - Nhon Trach Branch, Dong Nai.

Or Account No. : 3100793619 - Vietnam Investment and Development Bank - Ho Chi Minh City Branch

Or Account No. : 3100793619 - Vietnam Investment and Development Bank - Ho Chi Minh City Branch

Tax Code : 0305393838-001

Representative : Mr. NGUYEN MINH TINH Position: Director

After discussion, the two parties agreed to sign a framework agreement on the purchase and sale of steel billets with the following terms:

**ARTICLE 1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions:**

In this Agreement, the following terms shall have the following meanings:

- a) Agreement Term: The period during which the Parties have their rights and obligations under this Agreement, including any extension period.
- b) Agreement Value: The total value of the Goods that Party B must pay in full and on time to Party A for the Goods that Party A has supplied to Party B.
- c) Purchase Order/Agreement Appendix: A document amending and supplementing the terms of the Agreement, specifying the type of Goods, price of Goods, time, method of delivery and receipt of Goods, promotion and other issues related to the purchase and sale of Goods between the two Parties.
- d) Delivery/Acceptance/Handover Report: A document signed by the Parties to confirm the quantity of Goods delivered, received and accepted as agreed in this Agreement and the Appendices.
- e) Business Secrets and Intellectual Property: Information, documents, ideas, business, images, etc., expressed or stored in the form of text, computer files, emails, images, etc., that each party obtains and legally owns.
- f) Confidential Information: Information that is a business secret and intellectual property as stated in the Agreement and Appendices that the Parties know or have access to during the performance of this Agreement.
- g) Authorized Information Holders: Individuals directly or indirectly involved in the execution of this Agreement. However, both Parties agree that this provision also applies to all employees of the Parties who are not "Authorized Information Holders" but, for any reason, may know or have access to "Confidential Information."
- h) "Party" means Party A or Party B, and "Parties" means Party A and Party B.

#### 1.2 Interpretation:

- a) The terms "of this Agreement," "in this Agreement," and "under this Agreement," and similar terms, when used in this Agreement, shall refer to the entire Agreement and not to any specific provision of this Agreement.
- b) In case of conflict between the content of an article, clause, point, or item and its heading, the content of the article, clause, point, or item shall prevail. Headings are for reference only and do not affect the interpretation of the articles, clauses, points, or items or applicable sections of this Agreement.

### **ARTICLE 2. GOODS FOR SALE AND PURCHASE**

- 2.1 Goods for Sale: Party A agrees to sell to Party B various types of Steel Billets based on Party B's demand and Party A's supply capacity. Specific details shall be stipulated in each Contract Appendix at the relevant time.
- 2.2 Quantity and Selling Price of Goods: The specific quantity and price shall be stipulated in each Contract Appendix at the relevant time, but shall not exceed 5,000 tons per month.

### **ARTICLE 3. TIME AND METHOD OF DELIVERY**

- 3.1 Place of Delivery:



Goods are delivered on Party A's means of transport at Party B's factory warehouse at the following address: Nhon Trach II Industrial Park - Nhon Phu, Phu Hoi Commune, Nhon Trach District, Dong Nai.

3.2 Delivery Time: Specified in each contract appendix at each specific time.

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

The quantity of Goods is determined by Party B's electronic scale and the number of bars counted directly. Both Parties shall prepare a Goods Delivery and Receipt Report to determine the "Quantity of Goods for Payment." Party B is responsible for providing a summary of the weighing slips of Goods (weighed by Party B's electronic scale) for each delivery truck to Party A as a basis for determining the "Quantity of Goods for Payment."

3.4 Delivery Notification:

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

Party A delivers a batch ranging from 12 - 15 tons.

3.5 Goods Delivery and Receipt Report:

Immediately after the completion of the delivery and receipt of goods, the Parties shall prepare and sign a Goods Delivery and Receipt Report (using Party B's template) as a basis for payment settlement, according to which:

Party A's sales representative and Party B's representative shall directly sign the Delivery and Receipt Report immediately after the completion of the delivery and receipt.

3.6 Ownership of Goods: The time of transfer of ownership of the goods is the time when the Parties complete their delivery/receipt obligations (based on the Goods Delivery/Receipt Report signed by the representatives of the Parties).

#### **ARTICLE 4. COMPLAINTS AND HANDLING OF NON-CONFORMING GOODS**

In cases where, after delivery, Party B discovers defects in the goods (due to manufacturing and/or transportation by Party A), the handling of complaints regarding the goods shall be carried out according to the following regulations.

4.1 Complaints regarding substandard goods from Party B (if any) shall be made in writing or via email and sent to Party A within fifteen (15) days from the date of completion of goods delivery and receipt, clearly and fully stating information about the substandard goods (attaching Quatest 3 inspection results).

4.2 Within ten (10) working days from the date of receiving the complaint regarding the quality of goods from Party B, Party A shall respond to the receipt of the complaint and actively seek the cause and solutions for handling the substandard goods for Party B.

4.3 Costs related to the inspection of substandard goods shall be borne by Party A (if any).

## **ARTICLE 5. PAYMENT**

Payment method:

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

5.2 Payment term: Specifically stipulated in each Appendix to the contract at each time point.

5.3 Documents as a basis for settlement:

- a) Goods delivery/acceptance report with confirmation from representatives of both parties.
- b) Value Added Tax (VAT) invoice.
- c) Goods quality certificate.
- d) Detailed goods delivery and receipt list (provided by Party B).
- e) Debt reconciliation statement (if any).
- f) Penalty/compensation record (if any).

## **ARTICLE 6. RIGHTS AND OBLIGATIONS OF PARTY A**

6.1 Obligations of Party A:

- a) Deliver the Goods in accordance with the terms confirmed by both Parties in the Purchase Order/Contract/Contract Appendix.
- b) Issue Value-Added Tax (VAT) invoices to Party B in compliance with legal regulations.
- c) Be responsible for the accuracy of information and quality of the Goods supplied to Party B, in accordance with the registered standards.
- d) Party A's personnel and transportation vehicles, when delivering Goods to Party B's Factory, must strictly comply with Party B's Occupational Safety and Hygiene Regulations. In the event of any disagreement between the Parties, Party B reserves the right to deny access to its Factory.
- e) Provide complete and accurate legal documents and quality certificates for the Goods, in accordance with the Manufacturer's standards, along with the delivered Goods, upon request from Party B.

## 6.2 Rights of Party A:

- a) Suspend the supply of Goods to Party B when Party B violates its obligations under the Contract/Contract Appendix or Purchase Order.
- b) Refuse to participate in resolving issues when Party B does not comply with the terms stated in this Contract.

## **ARTICLE 7. RIGHTS AND OBLIGATIONS OF PARTY B**

### 7.1 Obligations of Party B:

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

### 7.2 Rights of Party B:

Has the right to refuse to receive the Goods when Party A delivers Goods that do not meet the standards and requirements.

## **CLAUSE 8. CONTRACT BREACH AND PENALTIES**

8.1 Contract Breach: A breach of contract occurs when either Party violates any terms or obligations stipulated in this Contract/Appendix or fails to meet the conditions necessary for contract performance, unless the breaching Party is affected by a Force Majeure event and has taken all necessary measures to rectify and remedy the breach within thirty (30) days from the date of the Force Majeure event.

8.2 Contract Breach Penalty: If the breaching Party fails to immediately cease the violation and/or fails to remedy the consequences of the breach within the timeframe specified in the notice from the non-breaching Party, the breaching Party, in addition to the obligation to compensate for all damages incurred by the other Party, shall be subject to a penalty equivalent to eight percent (08%) of the value of the breached contractual obligation.

## **CLAUSE 9. CONTRACT EFFECTIVENESS**

This Contract is effective from the date of signing until 31/12/2025.

This Contract shall only terminate officially upon complete settlement of all goods, debts, and receivables between the two Parties.

## **CLAUSE 10. FORCE MAJEURE**

10.1 Force Majeure refers to any objective and uncontrollable event beyond the Parties' reasonable control that prevents or delays a Party/Parties from fulfilling their

obligations under this Contract or renders the Contract impossible to continue, such as earthquakes, storms, floods, cyclones, tsunamis, landslides, fires, wars or threats of war, and other unforeseen disasters, changes in policies, or prohibitions by competent State authorities.

10.2 Responsibilities of the Parties in the Event of Force Majeure: A Party's failure to fulfill its obligations due to Force Majeure shall not constitute grounds for the other Party to terminate the Contract. However, the Party affected by Force Majeure is obligated to:

- a) Implement reasonable preventative measures and necessary alternative measures to minimize the impact of the Force Majeure event.
- b) Notify the other Party of the Force Majeure event within seven (07) days of its occurrence.

10.3 If the Force Majeure event persists continuously for more than thirty (30) days, the two Parties shall promptly negotiate the continuation or termination of the Contract without any claims against each other.

## **CLAUSE 11. NOTIFICATION AND COMMUNICATION**

11.1 Notifications to the other Party must be in the form of email/written documents and must be delivered: (i) in person, or (ii) via registered mail through courier services, or (iii) electronically (email) to the Party's address specified in this Contract.

11.2 The notification addresses for the Parties are those stated at the beginning of this Contract or any other address notified in writing by one Party to the other from time to time.

11.3 Notifications are deemed received on the date the notification (i) is delivered in person with the recipient's signature acknowledging receipt, or (ii) is sent via email.

11.4 The Parties are obligated to notify the other Party in writing, along with supporting documents, within five (05) business days of any changes affecting the implementation of this Contract's terms, such as changes in name, address, representative, business type, office location, or responsible personnel.

## **ARTICLE 12. INFORMATION CONFIDENTIALITY**

During the performance of this Contract, the Parties commit to implement the following:

12.1 Maintain the confidentiality of information provided by the other Party for the purpose of Contract implementation.

12.2 Refrain from using, copying, or creating any work or Goods based on this information for purposes outside the scope of work defined in this Contract.

12.3 Refrain from disclosing Confidential Information to any individual or third party without prior written consent from the owning Party, except when disclosure is required by a competent State Authority.

12.4 Commit to not infringing upon each other's intellectual property rights during the performance of  
the Contract, in accordance with applicable laws.

#### **ARTICLE 13. GOVERNING LAW AND DISPUTE RESOLUTION**

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

13.2 Any disputes arising during the performance of this Contract shall be resolved through negotiation in a spirit of cooperation and mutual benefit. If the dispute cannot be resolved through negotiation, it shall be submitted to the competent Court of Dong Nai Province for resolution. Any ruling by the Court shall be final and binding on both Parties. The losing Party shall bear all court fees, including the winning Party's legal fees and any penalties/compensation as determined by the Court.

#### **ARTICLE 14. OTHER TERMS**

14.1 Any amendments/supplements to this Contract must be made in writing, signed, and sealed by authorized representatives of both Parties to be effective.

14.2 Subsequent Purchase Orders/Contract Appendices shall be considered integral parts of this Contract. In case of any conflict between the terms of a Purchase Order/Contract Appendix and the terms of this Contract, the terms of the Purchase Order/Contract Appendix shall prevail.

14.3 Nothing in this Contract shall be construed as one Party acting as a representative of the other Party, and neither Party shall have the authority to bind the other Party or sign contracts in the other Party's name or create any liability for the other Party in any way.

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

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

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

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**