

Hai Phong, April 8th, 2026

DRAFT

PROPOSAL

Regarding the Profit Distribution Plan for 2026

**To: - The 2026 Annual General Shareholders' Meeting
- Habeco - Hải Phòng Joint Stock Company**

Pursuant to the Enterprise Law No. 59/2020/QH14, which was passed by the 14th National Assembly of the Socialist Republic of Vietnam on June 17th, 2020; Pursuant to the Charter of Organization and Operations of Habeco - Hải Phòng Joint Stock Company;

The Board of Directors respectfully submits to the General Shareholders' Meeting the profit distribution plan for the year 2026 as follows:

No.	Content	Amount (VND)	Notes
1	Total estimated undistributed profit	5,814,941,534	
1.1	Undistributed profit from the previous year	4,792,056,671	
1.2	Undistributed profit for this year	1,022,884,863	
2	Allocation to funds and dividend payment	1,600,000,000	
2.1	Allocation to funds	0	
2.2	Dividend distribution: 1% of VND 160,000,000,000	1,600,000,000	
3	Estimated remaining profit to be carried forward to 2026	4,214,941,534	Retain earnings to supplement working capital, replace bank loans, and reduce financial expenses.

We respectfully submit for the General Shareholders' Meeting to consider and vote for approval.

Sincerely,

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

Recipients:

- 2026 Annual General Meeting of Shareholders;
- Board of Directors, Supervisory Board;
- Archives,

Pham Anh Tuan

Hai Phong, April 8th, 2026

DRAFT

PROPOSAL TO THE GENERAL SHAREHOLDERS' MEETING
Regarding: Approval of the Contract and Transactions between
the Company and Related Parties

To: - The 2026 Annual General Shareholders' Meeting
- Habeco - Hải Phòng Joint Stock Company

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

Pursuant to the current Charter of Habeco - Hải Phòng Joint Stock Company;

The Board of Directors of Habeco - Hải Phòng Joint Stock Company respectfully submits to the General Shareholders' Meeting for approval the following contracts between the Company and related parties:

1. Sales Contract and Asset Lease Agreement with Hanoi Beer - Alcohol - Beverage Joint Stock Corporation (HABECO Group):

Currently, the Hanoi Beer - Alcohol - Beverage Joint Stock Corporation (hereinafter referred to as "HABECO Group") holds 66.69% of the total ordinary shares of the Company:

- Since its establishment and commencement of operations, the Company has annually signed contracts for the sale and processing of Hanoi Beer products for the HABECO Group.
- From 2026 to the end of 2027, the Company will provide transportation support for products of the Corporation processed at the Company, in order to facilitate the Company in undertaking additional processing orders, maintaining continuous production, creating more jobs to retain employees, reducing costs, and increasing profits.

In compliance with the provisions of the Law on Enterprises No. 59/2020/QH14 and the Company's Charter, the Board of Directors respectfully submits to the General Meeting of Shareholders for approval the Sales Contracts and their Appendices on transportation support with the Corporation through the end of 2027 (draft contracts attached).

2. Sales Contract with Hanoi - Hai Phong Beer Joint Stock Company:

Currently, Hanoi - Hai Phong Beer Joint Stock Company holds 14.06% of the total ordinary shares of Habeco – Hai Phong Joint Stock Company. To increase income and employment for workers, the Company has signed annual sales contracts to process products of Hai Phong Beer brand for Hanoi - Hai Phong Beer Joint Stock Company. In compliance with the provisions of the Enterprise Law No. 59/2020/QH14 and the Company's Charter, the Board of Directors respectfully requests the General Shareholders' Meeting to approve the Sales Contract for the year 2027 with Hanoi - Hai Phong Beer Joint Stock Company.

We respectfully submit for the General Shareholders' Meeting to consider and vote for approval.

Sincerely,

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

Recipients:

- 2026 Annual General Meeting of Shareholders;
- Board of Directors, Supervisory Board;
- Archives,

Pham Anh Tuan

THE SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

(DRAFT)

PURCHASE AND SALE CONTRACT

No.: ... – 2027/HABECO – HBC HP

*Pursuant to the **Civil Code No. 91/2015/QH13** passed by the National Assembly of the Socialist Republic of Vietnam on November 24, 2015, effective from January 1, 2017;*

*Pursuant to the **Law on Commerce No. 36/2005/QH11** passed by the National Assembly of the Socialist Republic of Vietnam on June 14, 2005, effective from January 1, 2006;*

*Pursuant to the **Law on Intellectual Property No. 50/2005/QH11** passed by the National Assembly of the Socialist Republic of Vietnam on November 29, 2005, effective from July 1, 2006;*

*Pursuant to the **Law on Product and Goods Quality No. 05/2007/QH12** passed by the National Assembly of the Socialist Republic of Vietnam on November 21, 2007, effective from July 1, 2008;*

*Pursuant to the **Law on Enterprises No. 59/2020/QH14** passed by the National Assembly of the Socialist Republic of Vietnam on June 17, 2020, effective from January 1, 2021,*

Based on the capacity and demand of both Parties,

Today, on, at 183 Hoang Hoa Tham Street, Ngoc Ha Ward, Hanoi City, we include:

PARTY A: HANOI BEER – ALCOHOL – BEVERAGE JOINT STOCK CORPORATION (HABECO)

Head office: 183 Hoang Hoa Tham, Ngoc Ha Ward, Hanoi City

Tel: 84.024.38453843

Fax: 84.024.37223784

Bank account: 1500201055412 at Vietnam Bank for Agriculture and Rural Development – Hanoi Branch

Tax code: 0101376672

Representative: Mr. Tran Thuan An

Title: Deputy General Director

(Under the Power of Attorney No. 128/GUQ-HABECO dated May 17, 2021 issued by the General Director)

PARTY B: HABECO – HAI PHONG JOINT STOCK COMPANY

Head office: Xuan Ang Village, An Lao Commune, Hai Phong City

Tel: 0225.3667163

Bank account:

• 20182868 at GP Bank – Hai Phong Branch; or

• 883704060001751 at Vietnam International Bank (VIB) – Head Office Branch; or

• 110602416888 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Bac Hai Phong Branch

Tax code: 0200761964

Representative: Mr. Nguyen Hoang Giang

Title: Director

The two Parties hereby agree to enter into this Contract with the following terms and conditions:

Article 1: General Principles

1.1 Party A and Party B shall organize the production of products (specified in Article 2 of this Contract) using the technology and trademarks registered under the intellectual property rights of Party A (hereinafter referred to as Hanoi Beer branded products). In which:

1.1.1 Party A shall provide documents related to the production process and supply yeast strains to Party B. Party A shall supervise Party B in implementing the production process of Hanoi Beer branded products at Party B's facilities (details specified in Appendix 01 of this Contract).

1.1.2 Party B shall organize the production and ensure the product quality in accordance with Party A's requirements (details specified in Appendix 01 of this Contract) at Party B's facilities.

1.1.3 Party A shall sell to Party B certain raw materials that are decisive to the quality of Hanoi Beer branded products (details specified in Appendix 02 of this Contract).

1.2 Party B shall sell to Party A the entire quantity of products confirmed by Party A to meet the quality standards at the price agreed upon in Article 3 of this Contract and the Contract Appendices (if any). Products not confirmed by Party A as meeting quality standards shall be handled accordingly.

1.3 Party A authorizes transportation companies and/or trading companies to carry out the delivery and receipt of finished beer products and returnable bottles/crates with Party B. Party A shall notify Party B of the list of individuals authorized to sign on Party B's VAT invoices on behalf of the buyer.

1.4 Depending on each period and its financial capability, Party B shall support Party A in product consumption and brand development.

Article 2: Product Name and Quality

2.1 Product name:

- Hanoi Beer Bottle 450ml
- Hanoi Beer Can 330ml

2.2 Quality:

The quality of Hanoi Beer branded products produced by Party B must comply with Party A's regulations, including:

- Quality standards documents (TCCL) in the ISO documentation system.
- Product quality declarations published and updated on Party A's website: <https://www.habeco.com.vn>

Article 3: Prices of Raw Materials and Finished Beer

3.1 Finished beer

The unit price of products sold by Party B to Party A includes the Special Consumption Tax payable by Party B in accordance with current regulations of the State.

The basis for determining the special consumption tax calculation price shall be notified in writing by Party A to Party B for each period.

Sản phẩm	Số lượng	Đơn giá (chưa thuế GTGT)	Trị giá hàng hoá (VND)	Thuế GTGT 10% (VND)	Tổng giá trị thanh toán (VND)
(1)	(2)	(3)	(4)=(2)*(3)	(5)=(4)*10%	(6)=(4)+(5)
Bia Hà Nội Chai 450ml					
Bia Hà Nội Lon 330ml					
Tổng					

(Bảng chữ: ... /).

When there is any change in unit price, the two Parties shall agree through a Contract Appendix.

3.2 Raw materials

Details are specified in Appendix 02 and other appendices (if any).

The place of delivery of raw materials shall be at Party A or Party B as agreed by the two Parties.

When there are changes in unit price or types of materials, the Parties shall agree and sign a supplementary Contract Appendix.

The unit prices of raw materials sold by Party A to Party B are as listed in the following table:

Mã Vật tư	Tên nguyên vật liệu	ĐVT	Giá bán tại các điểm giao hàng (VND/ĐVT) Chưa bao gồm VAT	
			Giao tại 183 Hoàng Hoa Thám	Giao tại Bên B
13001100	Malt Pháp (Bao)	kg		
13001105	Malt Đan Mạch (Bao)	kg		

Mã Vật tư	Tên nguyên vật liệu	ĐVT	Giá bán tại các điểm giao hàng (VND/ĐVT) Chưa bao gồm VAT	
			Giao tại 183 Hoàng Hoa Thám	Giao tại Bền B
13001107	Malt Đức (Bao)	kg		
13001102	Malt Úc (Bao)	kg		
13001104	Malt Úc (Rời)	kg		
13001101	Malt Pháp (Rời)	kg		
13001106	Malt Đan Mạch (Rời)	kg		
13001108	Malt Đức (Rời)	kg		
13000763	Hoa thơm Bobek 2-4% alpha	kg		
13000762	Hoa thơm Saar 2,5% - 3,8% alpha	kg		
13000642	Hoa viên Đức HPE 10% alpha	kg		
13000784	Hoa Houblon Aurora 10% acid	kg		
13000765	Cao Mỹ 50% alpha	kg		
13001118	Cao hoa Mỹ 54.6-55% alpha	kg		
13001314	Cao hoa Mỹ 54.3-55.5% alpha	kg		
13001315	Cao hoa Mỹ 56% alpha	kg		
13001379	Cao hoa Mỹ 52.3- 52.5% alpha	kg		
13001456	Cao hoa Mỹ 54.2 % alpha	kg		
13001494	Cao hoa Mỹ 55.3 % alpha	kg		
13001617	Cao hoa Mỹ 50.39 % alpha	kg		
13000635	Cao hoa Đức 50% alpha	kg		
13001537	Cao hoa Mỹ 51.8 % alpha	kg		
13000715	Chụp BC Hà Nội 450	tờ		
13000716	Chụp BC Hà Nội 450 -KM	tờ		
13000738	Vỏ lon Hà Nội 330	cái		
21000000	Nắp lon trắng 202	nắp		
13000741	Vỏ lon Bia Hà Nội 330 KM	cái		
13000718	Nắp BC Hà Nội 450	cái		
13000717	Nắp BC Hà Nội 450 - KM	cái		

Mã Vật tư	Tên nguyên vật liệu	ĐVT	Giá bán tại các điểm giao hàng (VND/ĐVT) Chưa bao gồm VAT	
			Giao tại 183 Hoàng Hoa Thám	Giao tại Bên B
13000713	Nhãn BC Hà Nội 450 Metalize	bộ		
13001484	Nhãn thân bia chai Hà Nội 450ml metalize	cái		
13001485	Nhãn lưng bia chai Hà Nội 450ml metalize	cái		
13000739	Vỏ hộp Bia HN lon 330ml KM	cái		
13000743	Vỏ hộp Bia lon Hà Nội 330	cái		

Estimated total payment value (based on delivery price at Party B) is as follows:

Tên nguyên vật liệu/ đơn vị tính	Số lượng (+/- 10%)	Đơn giá (đồng), (chưa thuế GTGT)	Trị giá hàng hoá (VND)	Thuế GTGT 10% (VND)	Tổng giá trị thanh toán (VND)
(1)	(2)	(3)	(4)=(2)*(3)	(5)=(4)*10%	(6)=(4)+(5)
Malt các loại					
Cao hoa 50%					
Hoa viên 10%					
Chụp bạc bia chai Hà Nội 450ml					
Nhãn BC HN 450ml					
Nắp BC HN 450ml					
Vỏ lon bia HN 330ml					
Nắp lon bia HN 330ml					
Vỏ hộp Bia lon Hà Nội 330					
Tổng cộng					

(Bảng chữ: ... /.)

(The unit price of various Malt types is tentatively calculated based on the highest Malt price specified in Clause 3.2 of this Article).

Article 4: Payment Conditions, Time and Method

4.1 Payment conditions

4.1.1 For finished beer

Party A shall make payment to Party B after the following two conditions are satisfied:

- The products manufactured according to Party A's order are ready for delivery and meet the quality standards specified in Appendix 01 (confirmed by the Technical Department / QM Department / authorized supervisory representative of Party A).
- Party A has received a valid VAT invoice and the Hanoi Beer delivery statement issued by Party B.

4.1.2 For raw materials

Party B shall make payment to Party A after Party B receives the raw materials and a valid VAT invoice issued by Party A.

4.2 Payment time and method

4.2.1 Finished beer

Party A shall pay Party B via bank transfer to Party B's account within a maximum of 30 working days from the date Party A receives a complete and valid payment dossier from Party B, including:

- VAT invoice
- Hanoi Beer delivery statement
- Product quality evaluation sheet certified by the Technical Department / QM Department / Party A's supervisory representative

Payment may also be made by offsetting against the value of raw materials sold to Party B.

4.2.2 Raw materials

Party B shall pay Party A via bank transfer to Party A's account within a maximum of 30 working days from the date Party B receives a valid VAT invoice from Party A, or by offsetting against the value of finished beer sold to Party A.

4.2.3 Offset payment

Offsetting specified in Clauses 4.2.1 and 4.2.2 and other payments (if any) between the two Parties shall be based on a Debt Reconciliation and Offset Minutes. The remaining balance shall be settled by bank transfer.

4.2.4

The payment period may be changed upon written agreement between the two Parties.

4.3 Payment method

Debt offsetting or bank transfer in Vietnamese Dong (VND).

Article 5: Location and Procedures for Delivery of Finished Beer / Bottles and Crates

5.1 Delivery location

At Party B's warehouse and/or Party A's warehouse.

5.2 Delivery procedures

Implemented in accordance with Article 2 of Appendix 03 of this Contract.

5.3 Transportation and handling costs

5.3.1 Delivery at Party B's warehouse

Party B shall be responsible for paying the loading and unloading costs of goods and products onto/off Party A's transportation vehicles at Party B's warehouse.

5.3.2 Delivery at Party A's warehouse

Party B shall bear:

- loading and unloading costs at Party B's warehouse; and
- transportation costs for delivering goods to Party A's warehouse.

Article 6: Rights and Responsibilities of Each Party

6.1 Rights of Party A

6.1.1 Adjust the quantity of products specified in Article 3 depending on actual consumption.

6.1.2 Inspect and supervise Party B throughout the production process of Hanoi Beer branded products.

6.1.3 Assign staff to Party B to supervise the technical production of Party A's products as specified in Appendix 04.

6.1.4 Request Party B to strictly comply with all terms of this Contract.

6.1.5 Other rights as stipulated in this Contract.

6.2 Responsibilities of Party A

6.2.1 Notify Party B of the monthly production plan before the 17th day of the preceding month, and manage the production and transportation of finished beer and bottles/crates daily.

6.2.2 Purchase all quantities of products confirmed by Party A to meet quality standards produced by Party B according to Party A's purchase orders.

6.2.3 Settle debts in accordance with Article 4 of this Contract.

6.2.4 Perform other responsibilities stipulated in this Contract and its appendices.

6.3 Rights of Party B

6.3.1 Request Party A to provide documents on product quality standards, raw materials, additives, chemicals, and packaging materials for producing Hanoi Beer branded products.

6.3.2 Request Party A to supply raw materials in accordance with the agreed quantity, quality, time, and location.

6.3.3 Request Party A to make payments according to Article 4 of this Contract.

6.3.4 Request Party A to provide instructions for implementation of the Contract while complying with all Contract provisions.

6.3.5 Other rights as stipulated in this Contract.

6.4 Responsibilities of Party B

6.4.1 Prepare and monitor the monthly production plan in accordance with HD.01/KH regulations.

6.4.2 Organize production in compliance with the technological process and confidentiality requirements specified in Appendix 01.

6.4.3 Store finished beer and raw materials in warehouses in accordance with Party A's standards specified in QC.05/KT and HD.01/QM – Guidelines for supervising Hanoi Beer branded products and other Party A documents.

6.4.4 Notify Party A if the delivery schedule of finished beer or receipt of raw materials cannot be ensured.

6.4.5 Accept inspection and supervision by Party A regarding the entire production process.

6.4.6 Submit payment dossiers to Party A monthly or per transaction and settle debts in accordance with Article 4.

6.4.7 Preserve and return pallets and pallet covers to Party A's suppliers. If pallets or pallet covers are lost, Party B must compensate Party A by transferring the value corresponding to the lost quantity.

STT	Chủng loại	Đơn vị tính	Đơn giá (đã bao gồm VAT)
1	Pallet nhựa	VND/cái	
2	Nắp đậy pallet nhựa	VND/cái	

(VAT shall be applied in accordance with State regulations.)

6.4.8 Submit periodic reports before the 5th day of the following month, including:

- Report on bottle/crate receipt and pallet circulation (including transfers between production companies and trading companies)
- Report confirming the quantity of Party A's finished products stored at Party B's warehouses.

(Reports shall be submitted to Party A's Raw Materials Department.)

6.4.9 Party B shall not use the production technology of Hanoi Beer branded products to produce any other beer brands.

6.4.10 Handle defective products in accordance with Party A's instructions specified in Appendix 01.

6.4.11 Update daily inventory data of main raw materials, semi-finished products, and finished goods on Party A's SAP-ERP system.

6.4.12 Perform all responsibilities stipulated in this Contract and its appendices.

Article 7: Violations and Penalties

7.1 Trademark violations

Any unauthorized use of Party A's intellectual property rights outside the production scope stipulated in this Contract shall be deemed a violation unless approved in writing by Party A.

Penalties:

- First violation: Suspension of production until Party A gives written approval to resume.
- Second violation: Termination of the Contract.

7.2 Violations relating to quality, quantity, procedures and regulations

7.2.1 Quality violations

Examples include:

- Changing the transferred technology process without authorization
- Using raw materials not meeting Party A's standards
- Causing product defects affecting Party A's brand image

Penalties range from:

- 20 million VND to 100 million VND per violation, depending on severity
- Temporary suspension of production
- Termination of the Contract for repeated violations.

7.2.2 Quantity violations

Examples include:

- Not delivering 100% of produced Hanoi Beer products to Party A
- Discrepancies between actual production quantity and accounting records
- Delivering incorrect quantities or types compared to Party A's transportation plan.

Penalties may include:

- Fine of 5 times the retained product value

- Fine of 50 million VND per violation
- Fine equal to 8% of the value of incorrectly delivered goods.

7.2.3 Process violations

Failure to comply with procedures and regulations issued by Party A shall result in a fine of 30 million VND per recorded violation.

7.3 Unauthorized use of production technology

If Party B uses Hanoi Beer production technology or yeast transferred by Party A to produce other beer brands:

- First violation: Fine of 200 million VND and suspension of production
- Second violation: Contract termination.

7.4 Violations related to SAP data updates

If Party B records incorrect inventory data on the SAP system without acceptable explanation, Party B shall be fined 20 million VND per violation.

7.5 Penalty procedures

- A violation report shall be prepared in accordance with Party A's ISO documentation.
- Party A shall notify Party B of the penalty and the deadline for compliance.

7.6 Payment of penalties

Penalty amounts shall be included in the debt balance and offset according to Clause 4.2.3, Article 4 of this Contract.

Article 8: General Provisions

8.1 Both Parties commit to strictly comply with all provisions of this Contract.

If any issues arise during implementation, the Parties shall promptly notify each other and jointly resolve them through negotiation based on cooperation and mutual benefit.

8.2. In the event that any dispute cannot be resolved through negotiation between the Parties, either Party shall have the right to initiate legal proceedings at a competent Court in accordance with the provisions of law.

8.3. Party A shall have the right to unilaterally suspend and/or terminate the Contract if Party B fails to properly perform or breaches any term(s) of this Contract and/or its Appendices, which may cause potential damage to the brand reputation or product quality of Party A.

8.4. Upon liquidation of the Contract, the Parties shall reconcile and settle all outstanding debts and obligations related to this Contract as a basis for signing the Contract Liquidation Minutes.

8.5. The Parties hereby represent and warrant that each Party has full legal capacity to enter into and perform this Contract with the other Party. The Parties have completed all internal legal approval procedures in accordance with applicable laws and their internal regulations and shall maintain the full validity of such approvals for the execution and performance of this Contract.

Article 9: Effectiveness and Number of Copies of the Contract

9.1. This Contract shall take effect from 01 January 2027 until 31 December 2027.

9.2. The following Appendices form an integral part of this Contract:

- Appendix 01: Technical and quality matters.
- Appendix 02: Raw materials.
- Appendix 03: Delivery and receipt of products, bottles, crates, and raw materials.
- Appendix 04: Technical supervision engineer for the production of Party A's products.
- Other Appendices (if any).

9.3. Internal documents of Party A referred to in this Contract include:

- Quality Standard documents within the ISO documentation system;
- QC.05/KT, HD.01/QM, HD.05/QM, HD.04/QM, QC.26/KT.

The Parties agree that the above internal documents constitute an integral part of this Contract and shall serve as the basis for reference and implementation.

9.4. This Contract is made in four (04) originals, each Party retains two (02) originals, all of which have equal legal validity.

PARTY A

PARTY B

APPENDIX 01 – TO CONTRACT NO.: ...-2027/HABECO - HBC HP Technical and Quality Matters

Article 1: Responsibilities and Requirements to Ensure Product Quality

1.1. Party A

1.1.1. Provide Party B with documents under the ISO system, including: *Production Process and Technology, Product Quality Control, Quality Standards*, and product quality declarations.

1.1.2. Supervise Party B's compliance with and implementation of technological processes in the production of products at Party B as stipulated in Point 6.1.2, Clause 6.1, Article 6 of the Contract.

1.1.3. Supply yeast strains to Party B sufficient for product manufacturing; supervise the use of yeast and ensure that the yeast provided by Party A is kept confidential and used solely for the production of Party A's products; supervise all regenerated yeast and discarded yeast at Party B's production facilities.

Periodically or unexpectedly, Party A shall have the right to collect yeast samples used for producing beer under Party B's own brand as well as yeast samples used for producing Party A's products at Party B's facilities in order to examine morphological, biochemical, or genetic indicators.

1.1.4. Have the right to assess production capacity, facilities and technical conditions, technical management, technological process management, and product quality management at Party B's production facilities and headquarters.

1.1.5. Conduct product quality control for products manufactured at Party B in accordance with HD.04/QM.

1.2. Party B

1.2.1. Ensure quality conditions regarding machinery and equipment status, testing and inspection capability, water quality control capability, and adequate manpower to fully implement the production process of Hanoi Beer products. Establish and effectively maintain ISO 9001 and 22000 quality management systems, ensuring consistency and compatibility with Party A's ISO systems.

1.2.2. Strictly comply with process control during production by truthfully, fully, and clearly recording all process control forms as guided by Party A's experts, and systematically storing such records as evidence of compliance.

1.2.3. Destroy yeast when there is excess yeast or when yeast has exceeded its usage life. When destroying yeast, Party B shall prepare a written record and retain it as evidence. Yeast provided by Party A must not be used for buying, selling, exchanging, or producing any other types of beer.

1.2.4. Be ready to provide Party A's authorized representatives with Party B's brewing plan for its own branded beer, as well as plans for purchasing and propagating yeast for such production (including documents proving the origin of yeast strains demonstrating that such yeast is purchased from external sources independent of Hanoi Beer yeast) whenever inspection is required.

Upon request of Party A, Party B shall provide samples of other beer products produced by Party B, other than Party A's brand, for Party A's evaluation.

1.2.6. During the production process and after completing a production batch, Party B shall collect samples, code the samples, and send them to Party A in accordance with Party A's regulations and guidelines.

1.2.7. Not disclose technological processes to any third party individuals or organizations. All documents provided by Party A as specified in Point 1.1.1, Clause 1.1, Article 1 of this Appendix must be kept strictly confidential.

1.2.8. In the event of any incident occurring during the production of products under the Hanoi Beer brand, Party B must promptly notify Party A for monitoring or coordinated handling.

1.2.9. Party B shall not produce beer bearing the trademark of any third party within the factory currently producing Hanoi Beer branded products unless Party A provides written consent.

Article 2: Responsibilities Related to Non-Conforming Products

2.1. Non-conforming products

2.1.1. Cases where products fail to meet quality requirements

a. Brewing batches and semi-finished beer before filtration (in CCT) and after filtration (in BBT) that do not meet Party A's quality standards as specified in the documents stated in Clause 1.1, Article 1 of this Appendix.

b. Finished products that do not meet the quality requirements specified in the documents stated in Clause 1.1, Article 1 of this Appendix.

c. Finished products already sold on the market that are rejected by consumers due to poor quality, or products found during market inspection to fail to meet quality standards where such non-conformity originates from the production process before Party A receives and transports the goods out of Party B's warehouse.

d. Products that fail to meet the sensory standards prescribed by Party A.

2.1.2. Handling principles

a. In cases where defective products can be reprocessed to meet Party A's quality requirements, Party B may only proceed with such reprocessing upon obtaining Party A's written approval.

b. In cases where handling under Point 2.1.2(a) is not possible, Party B may only handle the products under the following conditions:

- Written approval from Party A is required.
- Reprocessed products must not use any name or trademark that is related to, similar to, or exclusively owned by Party A, nor any name that may cause confusion with Party A's products.

c. The handling process must be supervised by Party A. Party B shall prepare a written record for each defective product handling case with confirmation from Party A. The record shall be made in two copies: one copy sent to Party A and one copy retained by Party B.

2.2. Responsibilities

2.2.1. Party A

a. Provide guidance to Party B on handling non-conforming products during production.

b. Recall defective products as stated in Point c, Clause 2.1.1, Article 2 of this Appendix, and compile all supporting documents evidencing the costs incurred to remedy the consequences caused by defective products for submission to Party B.

2.2.2. Party B

a. Coordinate with Party A in resolving cases related to defective products manufactured by Party B.

b. Samples taken for export inspection as well as samples collected directly by Party A's experts for testing other indicators shall not be included in the quantity of products sold by Party B to Party A.

c. Compensate Party A for the costs evidenced by Party A as stated in Point b, Clause 2.2.1, Article 2 of this Appendix./.

PARTY A

PARTY B

APPENDIX 02 – TO CONTRACT NO.: ...-2027/HABECO - HBC HP

Raw Materials

Article 1: Matters Related to Raw Materials for Production

1.1. Party A shall sell to Party B the following raw materials: malt, hops, labels, caps, aluminum foil caps, cartons, and empty cans.

1.2. The quantity of raw materials specified in Clause 1.1 of this Appendix shall be jointly determined by Party A and Party B based on the quantity of finished beer products specified in Article 3 of this Contract, any supplementary appendices (if any), and the raw material consumption norms issued by Party A.

Raw material consumption norms

TT	Danh mục	ĐVT	Định mức/1000 lít bia thành phẩm	
			Bia Hà Nội chai 450ml	Bia Hà Nội Lon 330ml
1	Malt	Kg		
2	Hoa viên 10% α	Kg		
3	Cao hoa 50% α	Kg		
4	Chụp bạc bia chai 450 ml	Tờ		
5	Nút bia chai 450 ml	Cái		
6	Nhãn bia chai 450 ml	Bộ		
7	Vỏ chai 450 ml (nổ, vỡ, hỏng, loại trong sản xuất)	Cái		
8	Vỏ lon	Cái		
9	Nắp lon	Cái		
10	Hộp giấy	Cái		

(This consumption norm shall serve as the basis for Party A to sell raw materials to Party B.

1.3. For other raw materials (other than those specified in Clause 1.1 of this Appendix), Party B shall independently arrange suppliers and purchase such materials in accordance with the list, origin, and technical specifications prescribed by Party A as stated in Clause 1.4 below.

1.4. List of raw materials and additives used in the production of **Hanoi Beer**:

TT	Nhóm	Tên phụ gia, hoá chất	Quy định Tiêu chuẩn
----	------	-----------------------	---------------------

TT	Nhóm	Tên phụ gia, hoá chất	Quy định Tiêu chuẩn
1	Nguyên liệu chính	Gạo tẻ	CL.01b/KT
2		Đường trắng	CL.01c/KT
3	Chất hỗ trợ chế biến	Keo dán nhãn	CL.03z/KT
4		Keo dán hộp	
5		Canxiclorua Canxisunphat	CL.03d/KT
6		Caramel	CL.03i/KT
7		Chất chống oxy hoá	CL.03v/KT hoặc CL.03f/KT
8		Enzyme	CL.03t/KT và CL.03g/KT
9		Kẽm	CL.03e/KT
10	Hoá chất	Axit Lactic	CL.03c/KT
11		Axit HNO ₃ , H ₂ SO ₄ , HCl	CL.03l/KT
12		Xút nước, Xút hạt (NaOH)	CL.03k/KT
13		Axit H ₃ PO ₄	CL.03j/KT
14		Hoá chất tẩy rửa, khử trùng	CL.03q/KT ; CL.03m/KT
15		Hoá chất bôi trơn goòng và chống rêu mốc	CL.03r/KT; CL.03s/KT
16	Bột trợ lọc, chất hỗ trợ chế biến	Bột trợ lọc loại thô và mịn	CL.03a/KT
17		PVPP: Chất hỗ trợ lọc bia	CL.03b/KT

1.5. Other Matters

1.5.1. In case Party B wishes to purchase the raw materials specified in Clause 1.4 of this Appendix (except for rice and sugar), Party B must submit a written request to Party A 10 days in advance so that Party A can place orders with suppliers.

1.5.2. The prices of raw materials sold by Party A to Party B shall be determined based on the selling price at the time of transaction and shall be agreed upon by the Parties through supplementary appendices to the Contract.

Article 2: Responsibilities of the Parties

2.1. Party A

2.1.1. Sell and/or supply Party B with raw materials and packaging materials of the correct types, ensuring sufficient quantity, quality, and delivery time so that Party B can carry out production according to the agreed plan.

2.1.2. Provide Party B with sample sets of materials bearing Party A's trademarks and instruct Party B on identification in accordance with Party A's prescribed standards.

2.1.3. In the event that Party A adjusts and reduces the product output specified in Article 3 of this Contract and any supplementary appendices (if any), Party A shall be responsible for balancing the surplus raw materials specified in Clause 1.1, Article 1 of this Appendix resulting from the reduction in production output and calculating them for use in the next production period. The surplus quantity shall be determined based on the reduced product output and the raw material consumption norms issued by Party A.

2.2. Party B

2.2.1. Purchase and receive raw materials sold by Party A as specified in Clause 1.1 of this Appendix.

Based on the production output of Hanoi Beer specified in Article 3 of the Contract and the annual production plan allocation table (estimated), Party B shall prepare the Annual Raw Material Procurement Plan (detailed by month) – “Form No. 01”, according to the list specified in Clause 1.1, Article 1 of this Appendix, and submit it to Party A in January each year so that Party A can arrange the annual delivery schedule with suppliers.

Party B must receive the full quantity of raw materials ordered for each month as stated in “Form No. 01.”

In case Party B proposes any change to the raw material procurement plan, Party B must notify Party A in writing in advance so that Party A can adjust the delivery schedule with suppliers.

Adjustments to the raw material procurement plan shall be made as follows:

- For malt and hop extract products: after 02 months from the date Party A receives Party B’s notification.
- For other raw materials: after 01 month from the date Party A receives Party B’s notification.

During the period in which Party A has not yet adjusted the delivery schedule with suppliers, Party B must still receive the full quantity of raw materials already ordered.

2.2.2. Within the first two working days of each month, Party B shall send Party A a report on the inventory of raw materials and bottles/crates of the previous month via fax or email.

2.2.3. If Party B fails to comply with the reporting requirements specified in Points 2.2.1 and 2.2.2, Party B shall be subject to a penalty of VND 30,000,000 for each violation.

2.2.4. Store and use raw materials and packaging materials used for the production of Hanoi Beer products in accordance with the prescribed regulations and committed purposes.

2.2.5. Prepare warehouse receipt notes and manage records for bottles, crates, and pallets supplied by Party A.

2.2.6. In case Party B returns raw materials or packaging to Party A due to quality issues, Party B must provide supporting evidence and obtain Party A’s approval.

2.2.7. Coordinate with Party A in conducting periodic and ad-hoc inspections and inventories regarding the use of raw materials specified in Clause 1.1, Article 1 of this Appendix.

PARTY A

PARTY B

APPENDIX 03 – TO CONTRACT NO.: ...-2027/HABECO - HBC HP Delivery and Receipt of Products, Bottles/Crates and Raw Materials

Article 1: General Principles

1.1. The delivery and receipt of goods shall involve: the representative of the transportation unit authorized by Party A, the representative of Vinacontrol (for imported malt), and the representative of Party B.

1.2. If Party A/Party B undertakes the transportation, Party A/Party B shall ensure the legality of the transportation unit involved in transporting products, bottles, crates, packaging, and raw materials by issuing a letter of authorization to the vehicle owner or by notifying the other Party of the list of individuals authorized to sign the VAT invoice on behalf of the buyer at Party B/Party A.

1.3. A delivery note shall be prepared immediately after the completion of the delivery and receipt of goods for bottles, crates, and raw materials once the goods have been unloaded from the means of transport and control has been transferred to Party B.

1.4. Upon receipt of goods, if the receiving Party discovers that the goods do not conform to the specifications, quality, or quantity stated in the invoice or delivery documents, the receiving Party must prepare an on-site report and notify the delivering Party within 02 hours via telephone or email/fax.

If the discovery occurs after 17:00, the receiving Party must notify the delivering Party at 08:00 on the next working day.

1.5. After the period specified in Clause 1.4, if the receiving Party does not raise any comments or notification to the delivering Party, the delivery and receipt shall be deemed completed.

Article 2: Procedures

2.1. For Products

2.1.1. Party A shall organize product inspection in accordance with HD.04/QM so that Party B has a basis for delivering the goods.

2.1.2.

- If Party A undertakes the transportation, Party A shall arrange vehicles to Party B's warehouse to receive the goods.
- If Party B undertakes the transportation, Party B shall deliver the goods to Party A's warehouse or to a location designated by Party A and receive pallets from Party A's warehouse or a location designated by Party A.

2.1.3. Party B shall deliver to Party A the batch of goods that has been inspected by Party A as stipulated in Clause 2.1.1, and shall issue a VAT invoice corresponding to the delivered quantity.

2.1.4. Delivery procedures

- In case of delivery at Party B's warehouse:
Party B shall deliver the goods together with the invoice (photocopy clearly stating the destination according to the transportation plan/goods receipt plan

issued by Party A or urgent instructions via email/telephone) to the driver listed in the List of Drivers for Delivery and Transportation provided or supplemented by Party A.

- In case of delivery at Party A's warehouse:
Party B/the transportation unit shall deliver the goods together with the invoice (photocopy clearly stating the delivery location according to Party A's order) to Party A's warehouse keeper or the unit authorized by Party A to receive the goods.

2.2. For Raw Materials Sold by Party A to Party B

2.2.1 For Malt delivered directly from Hai Phong Port to Party B's warehouse

a. Party A shall supervise and Party B shall inspect the container number and seal number. If they match the Packing List, the malt shall be received.

- For bagged malt:
Count the number of bags in the container.
Quantity received = number of bags × 50 kg/bag
- For bulk malt:
Weigh the container truck containing malt (1), then unload the malt into the storage silo.
Weigh the tare weight (container truck and preservation materials such as sacks, iron bars, etc.) (2).
Quantity received = (1) – (2).

b. Confirmation of malt receipt

After completing the receipt of malt, Party B's warehouse keeper shall prepare a Malt Delivery and Receipt Report and send it to Party A (contact point: Raw Material Procurement Department) by fax or email so that Party A can issue the sales invoice. (In case of bulk malt, the malt weighing slip must also be sent.)

c. If the container number or seal number does not match the Packing List, or the container is damaged, opened, or during unloading the malt is found to be wet, moldy, rotten, with torn bags, or any suspicious issue arises:

- Stop unloading immediately and keep the scene intact.
- Prepare a report signed by all involved parties.
- Immediately notify Party A (contact point: Raw Material Procurement Department) so that the relevant authorities (Vinacontrol, Insurance, Supplier, etc.) can handle the matter.

Any claims (if any) shall be based on the inspection results of Vinacontrol.

2.2.2 For goods issued from Party A's warehouse

Delivery and receipt shall be carried out at either Party A's warehouse or Party B's warehouse.

Article 3: Delivery and Receipt Documents

3.1 For Products

- VAT Invoice issued by Party B
- Warehouse Delivery Note issued by Party B

3.2 For Packaging, Bottles/Crates and Raw Materials

- VAT Invoice issued by Party A (for raw materials)
- Internal Warehouse Delivery and Transport Note issued by Party A (for bottles/crates)
- Delivery and Receipt Note

Article 4: Responsibilities of Each Party

4.1 Party A

4.1.1. Notify Party B of the weekly transportation plan and provide written instructions on transportation coordination.

4.1.2. Prepare transportation vehicles ensuring that product quality is not compromised throughout the transportation and delivery process.

4.1.3. Deliver raw materials with the correct quality and quantity as stated in the VAT invoice.

4.1.4. Upon receiving products, inspect the quantity and specifications in accordance with the documents and regulations.

4.1.5. Deliver bottles and crates ensuring correct quantity and specifications in accordance with the bottle/crate identification instructions notified by Party A to Party B as stipulated in Clause 2.1 Article 2 of Appendix 02.

4.1.6. Prepare documents in accordance with the regulations.

4.2 Party B

4.2.1. Carry out product dispatch in accordance with HD.04/KH and coordinate in preserving goods during transportation and delivery according to QT.02/KH.

4.2.2. Compensate Party A for transportation costs (fuel, vehicle waiting time, driver salary, etc.) if Party B fails to prepare sufficient goods or ensure loading according to the transportation plan without notifying Party A or the transportation unit 24 hours in advance.

4.2.3. Arrange products for delivery according to the principle: delivery by production batch and first-in-first-out (FIFO).

If this principle cannot be applied, Party B must notify Party A and obtain Party A's approval to dispatch goods with a production date no earlier than 07 days compared to the production date of the adjacent batch previously delivered to the same warehouse of Party A.

4.2.4. Arrange prompt delivery when Party A arrives to receive the products.

4.2.5. Inspect raw materials and bottles/crates received to ensure correct quality and quantity according to Party A's VAT invoice, internal warehouse delivery and transport note, warehouse delivery note, etc.

4.2.6. Organize the storage of goods to ensure that product quality and appearance of Party A's products are not degraded.

4.2.7. Prepare documents in accordance with the regulations./.

PARTY A

PARTY B

APPENDIX 04 – TO CONTRACT NO.: ...-2027/HABECO - HBC HP
On the Technical Supervising Engineer for the Production of Party A's Products

Article 1: Responsibilities and Authority of the Technical Supervising Engineer for the Production of Party A's Products

1.1 Responsibilities

1.1.1. Responsible for supervising and controlling the entire production process of products bearing the Hanoi Beer brand produced at Party B:

- Supervising Party B in inspecting and analyzing the quality of raw materials used in production, semi-finished products, and finished products of Hanoi Beer in accordance with Party B's regulations.
- Controlling Party B's compliance with production processes and industrial sanitation procedures in the production of Hanoi Beer products at Party B.

1.1.2. Responsible for controlling losses of raw materials, fuels, bottles/crates, and labels during the production of Hanoi Beer products at Party B:

- Monitoring and supervising the application of raw material consumption norms for the production of Hanoi Beer products at Party B.
- Conducting inventory checks and evaluating the use of raw materials, packaging, and labels of Hanoi Beer products; evaluating the management of semi-finished beer and the use, storage, and disposal of yeast at Party B.
- Controlling the use of bottles and crates in the production process at Party B.
- Supervising the handling of products that fail to meet Party A's quality standards.

1.1.3. Receiving reports from Party B in accordance with Party A's regulations (Guidelines for evaluation and quality control of Hanoi Beer at companies with Technical Supervising Engineers assigned by Party A) in order to monitor production activities, raw material usage, and industrial sanitation from raw material intake, brewing, fermentation, filtration to packaging.

1.1.4. Participating in and supervising the handling of incidents related to the production of beer products bearing Party A's brand at Party B.

1.1.5. Responsible for safeguarding assets and maintaining machinery and equipment assigned by Party B. In case of damage or loss, compensation must be made in accordance with Party B's regulations.

1.1.6. Responsible for complying with work procedures and agreements between Party A and Party B related to this Contract.

1.1.7. Not disclosing any information relating to the organization or operations of Party B that the Technical Supervising Engineer may access during the course of work at Party B to any third party.

1.2 Authority

1.2.1. Request Party B to comply with the provisions of this Contract as well as the quality standards, technological processes, and food safety regulations/guidelines issued by Party A regarding Hanoi Beer products.

1.2.2. Inspect and supervise the activities of departments directly involved in the production of Hanoi Beer products at Party B.

1.2.3. Request relevant departments of Party B to provide and clarify documents, data, records, and necessary facilities to fulfill assigned duties.

1.2.4. Access all departments and individuals within Party B regarding matters related to quality and food safety of Hanoi Beer products.

1.2.5. Propose and recommend solutions to improve production organization, labor, and technical processes.

1.2.6. Prepare written reports for submission to competent authorities when identifying factors that may affect product quality, violations of the provisions of this Contract, or other regulations at Party B.

1.2.7. Participate and provide opinions in meetings concerning planning, production, materials, and technical issues related to the production and quality of Hanoi Beer products.

1.2.8. Request Party B to suspend the production of Hanoi Beer products if any risks affecting production processes, product quality, food safety, or environmental safety are identified.

Article 2: Responsibilities and Authority of Party B

2.1 Responsibilities

2.1.1. Arrange office space and working facilities including desk and chairs, domestic telephone, computer with internet connection, fax machine, air conditioner, etc., for the Technical Supervising Engineer of Party A to perform duties at Party B.

2.1.2. Notify the Technical Supervising Engineer of Party A of the time, location, and contents of all meetings related to planning, production, materials, and technical matters concerning the production and quality of Hanoi Beer products.

2.1.3. Assign a technical contact person at department head level or higher, responsible for the production of Hanoi Beer products, to directly inform the Technical Supervising Engineer of any incidents arising in all production stages and the corresponding remedial measures.

2.1.4. Prepare and submit reports to the Technical Supervising Engineer of Party A in accordance with Party A's regulations.

2.1.5. Provide information, documents, and records related to the production of Party A's branded products upon request of the Technical Supervising Engineer of Party A.

2.1.6. Provide information related to production plans and monthly material import/export to the Technical Supervising Engineer in order to ensure the implementation of the production plan assigned by Party A.

2.1.7. Assign personnel to monitor and record attendance for the Technical Supervising Engineer of Party A and send the attendance record to Party A's relevant department at the beginning of the following month.

2.1.8. Suspend production or suspend warehouse entry upon request of the Technical Supervising Engineer for Hanoi Beer products.

2.1.9. Facilitate the Technical Supervising Engineer in fulfilling the duties stipulated in Article 1 of this Appendix and other relevant regulations of Party A.

2.2 Authority

2.2.1. Request the Technical Supervising Engineer of Party A to properly perform assigned duties and responsibilities.

2.2.2. Refuse to provide information or documents unrelated to the production and quality management of Hanoi Beer products at Party B or matters outside the responsibilities of the Technical Supervising Engineer.

2.2.3. Refuse to provide facilities or materials not intended for the performance of the Technical Supervising Engineer's duties at Party B.

2.2.4. Refuse to carry out requests that are unrelated to assigned duties or beyond the authority of the Technical Supervising Engineer.

2.2.5. Notify Party A of any violations or negligence committed by the Technical Supervising Engineer while working at Party B.

PARTY A

PARTY B

THE SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

(DRAFT)

ANNEX

Pursuant to the Sales Contract No.: signed on and its Appendices between Hanoi Beer – Alcohol – Beverage Joint Stock Corporation and Habeco – Hai Phong Joint Stock Company (hereinafter referred to as the “Contract”).

Today, on, at 183 Hoang Hoa Tham Street, Ngoc Ha Ward, Hanoi City, we include:

PARTY A: HANOI BEER – ALCOHOL – BEVERAGE JOINT STOCK CORPORATION (HABECO)

Head office: 183 Hoang Hoa Tham, Ngoc Ha Ward, Hanoi City
Tel: 84.024.38453843
Fax: 84.024.37223784
Bank account: 1500201055412 at Vietnam Bank for Agriculture and Rural Development – Hanoi Branch
Tax code: 0101376672
Representative: Mr. Tran Thuan An
Title: Deputy General Director
(Under the Power of Attorney No. 128/GUQ-HABECO dated May 17, 2021 issued by the General Director)

PARTY B: HABECO – HAI PHONG JOINT STOCK COMPANY

Head office: Xuan Ang Village, An Lao Commune, Hai Phong City
Tel: 0225.3667163
Bank account:

- 20182868 at GP Bank – Hai Phong Branch; or
- 883704060001751 at Vietnam International Bank (VIB) – Head Office Branch; or
- 110602416888 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Bac Hai Phong Branch

Tax code: 0200761964
Representative: Mr. Nguyen Hoang Giang
Title: Director

The two Parties hereby agree to enter into this Contract with the following terms and conditions:

Article 1:

During the period from to, Party B shall, at its own expense, transport **Hanoi Beer branded products** (under the production cooperation arrangement), stacked on pallets (if any), from Party B’s warehouse to Party A’s warehouse or to the delivery location designated by Party A, and receive plastic pallets from Party A’s warehouse or from the delivery location designated by Party A.

Article 2. The transportation stipulated in Article 1 shall be organized as follows:

2.1. The list of **Hanoi Beer branded products** to be transported includes:

STT	Tên hàng hóa
1
2

2.2. Procedures:

2.2.1. Party A shall update the list of orders on Party A’s Transportation Management and Statistics Software (**ABIVIN Software**) before 16:00 every day. At the same time, Party A shall send the Transportation Plan to Party B (scanned copy via email). The contact points for receiving information and coordinating operations of the Parties are as follows:

- Email of Party A: kehoach@habeco.com.vn
- Email of Party B:

2.2.2. Party B shall carry out transportation and delivery/receipt in accordance with the provisions of HD.04/KH, and coordinate in preserving the goods during the delivery and transportation process in accordance with QT.02/KH. At the same time, Party B shall comply with the regulations on document circulation as stipulated in Document No. 1076/HABECO-KH dated December 31, 2024 of Hanoi Beer – Alcohol – Beverage Joint Stock Corporation.

2.2.3. On a monthly basis, Party B shall send the transportation delivery/receipt documents (certified true copies by the implementing unit) to Party A (Planning Department). The transportation delivery/receipt documents include:

- Goods Delivery Note (Copy No. 2: For the transportation unit)
- Warehouse Receipt (Copy No. 2: For the transportation unit)

Deadline for submission of transportation delivery/receipt documents:

- For transportation trips completed from the 6th to the 20th of each month: before the 1st day of the following month.
- For transportation trips completed from the 21st to the 5th of the following month: before the 15th day of each month.

Article 3. Obligations of Each Party

3.1. Obligations of Party A:

3.1.1. Provide Party B with:

- The expected list of receiving locations from Party B’s warehouse (hereinafter referred to as the **List of Receiving Locations**).
- The list of authorized persons responsible for delivery and receipt at the receiving locations (hereinafter referred to as the **List of Authorized Persons for Delivery and Receipt**).

In case it is necessary to supplement or change the List of Receiving Locations and/or the List of Authorized Persons for Delivery and Receipt, Party A shall notify and update Party B accordingly.

3.1.2. Provide Party B with the list of orders and the Transportation Plan in accordance with the provisions in Clause 2.2, Article 2.

3.1.3. Arrange for prompt receipt of goods when Party B delivers the products.

3.2. Obligations of Party B:

3.2.1. Notify Party A of the list of transport units authorized by Party B to carry out delivery and transportation at the receiving locations.

3.2.2. Implement Party A’s Transportation Plan, prepare transportation vehicles, and ensure that the quality of the goods is not reduced throughout the transportation and delivery process.

3.2.3. Send the transportation delivery/receipt documents to Party A on a monthly basis in accordance with the provisions in Item 2.2.3, Clause 2.2, Article 2 of this Appendix.

Article 4. General Provisions

4.1. All other contents of the Contract remain unchanged and valid for implementation.

4.2. This Appendix shall take effect from

4.3. This Appendix forms an integral part of Contract No. signed on and is made in four (04) copies of equal legal validity, each Party retaining two (02) copies.

PARTY A

PARTY B

THE SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

(DRAFT)

PURCHASE AND SALE CONTRACT

No.: ... – 2027/HNP– HBC HP

Pursuant to the Commercial Law of 2006 and its guiding documents;
Pursuant to the Law on Intellectual Property of 2005 and its guiding documents;
Pursuant to the Law on Product and Goods Quality of 2007 and its guiding documents;

Based on the capabilities and demands of both Parties.

Today, on, at the Office of Hanoi Beer – Hai Phong Joint Stock Company, No. 85 Le Duan Street, Kien An District, Hai Phong City, we hereby include:

1. PROCESSING ORDERING PARTY: HANOI BEER – HAI PHONG JOINT STOCK COMPANY

Head office: No. 16 Lach Tray Street, Lach Tray Ward, Ngo Quyen District, Hai Phong City

Tel: 0225 3847004

Fax: 0225 3845157

Bank account: 17907469 at Asia Commercial Joint Stock Bank (ACB) – Hai Phong Branch

Tax code: 0200153370

Representative: Mr. TRAN VAN TRUNG

Title: Director

(Hereinafter referred to as Party A)

2. PROCESSING PARTY: HABECO – HAI PHONG JOINT STOCK COMPANY

Head office: Xuan Ang Village, An Lao Commune, Hai Phong City

Tel: 0225.3667163

Bank account:

20182868 at GP Bank – Hai Phong Branch; or

883704060001751 at Vietnam International Bank (VIB) – Head Office Branch; or

110602416888 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Bac Hai Phong Branch

Tax code: 0200761964

Representative: Mr. Nguyen Hoang Giang

Title: Director

(Hereinafter referred to as Party B)

The two Parties hereby agree to enter into this Contract with the following terms and conditions:

ARTICLE 1: GENERAL PRINCIPLES

1.1. Party A places an order and Party B agrees to undertake the processing and manufacturing of products in accordance with the provisions set out in Article 2 of this Contract.

1.2. Party A shall provide documents related to the production process, supply yeast strains to Party B, and supervise the entire production process of products bearing the Hai Phong Beer trademark at Party B's facility (details are specified in Appendix No. 01 attached to this Contract).

1.3. Party B shall organize the production and ensure product quality in accordance with Party A's requirements (as detailed in Appendix No. 01 attached to this Contract) at Party B's address: Truong Son Town, An Lao District, Hai Phong City.

1.4. Raw Materials and Production Materials

1.4.1. Party B shall procure the main raw materials that are decisive to product quality in accordance with the technical standards and origin requirements under the canned beer production standards issued by Hanoi – Hai Phong Beer Joint Stock Company, including: malt (Australia/Europe), rice, hop extract, and German hops.

1.4.2. Party A shall supply or authorize Party B to purchase materials bearing Party A's exclusive trademarks, including: aluminum cans.

1.4.3. Party A shall supply and issue invoices at Party A's purchase price to serve as the basis for cost calculation for certain exclusive raw materials and goods, including: paper cartons, Saaz hops, and certain other additives.

1.5. Party B shall deliver the entire quantity of products manufactured according to the purchase order to Party A after the products have been tested by Party A and confirmed to meet the agreed quality standards.

ARTICLE 2: PRODUCT NAME, QUALITY, QUANTITY AND PRODUCTION TIME

2.1. Product Name:

Hai Phong Canned Beer

2.2. Trademark:

Trademark Registration Certificate No. 40329068000, issued by the Intellectual Property Office on 04 September 2019.

2.3. Quality

- In accordance with the Product Self-Declaration No. 10/BHN-HP/2022 issued by Hanoi – Hai Phong Beer Joint Stock Company.
- In accordance with the Certificate of Conformity with Technical Regulations No. 50/2016/YTHP-TNCB issued by the Hai Phong Department of Health.
- Packaging specification: 24 cans/carton, 330 ml/can.

2.4. Quantity

The quantity shall be determined according to each purchase order but must be consistent with the brewing batch capacity of 24,000 liters per batch.

Party A shall base on the actual quantity of products delivered for settlement and finalization of this Contract.

2.5. Production Time

The production schedule shall be agreed upon by the Parties in each purchase order.

ARTICLE 3: PRICE AND QUANTITY

3.1. Quantity and Processing Unit Price

The quantity and processing unit price shall be determined based on the written order confirmation for each processing batch issued by Party A.

- The above unit price includes Special Consumption Tax and VAT payable by Party B in accordance with the current regulations of the State.
- The basis for determining the Special Consumption Tax calculation price shall be notified in writing by Party A to Party B at each relevant time.
- The above price includes processing costs, raw materials and production materials.

3.2. Price Adjustment

In case of any price adjustment proposed by either Party, the Parties shall discuss, reach mutual agreement, and record such agreement in a Contract Appendix.

ARTICLE 4: PAYMENT

4.1. Payment Term

Payment shall be made within 10 working days after:

- Party B has delivered the products in full quantity and quality according to Party A's purchase order and returned any remaining raw materials and production materials to Party A (if any); and
- Party A has received a valid payment dossier including:
 - Valid VAT invoice
- Delivery and acceptance minutes for finished beer and remaining raw materials/materials (if any)

The Parties shall reconcile and offset any other payable amounts (if any) and prepare a debt reconciliation and offset record.

The remaining balance shall be paid by Party A to Party B.

4.2. Payment Method

Payment shall be made by bank transfer in Vietnamese Dong (VND).

ARTICLE 5: DELIVERY AND ACCEPTANCE OF RAW MATERIALS AND FINISHED PRODUCTS

5.1. Delivery Location

The delivery location for raw materials and finished products shall be Party B's warehouse.

5.2. Delivery Method

5.2.1 General Principles

- The Parties shall directly carry out the delivery and receipt of goods. If either Party hires a third party for transportation, an authorization letter or transportation contract must be provided.
- Delivery shall be conducted based on the purchase order or other confirmed documents between the Parties and shall comply with the required documentation and procedures.
- The Parties shall facilitate prompt delivery and ensure compliance with regulatory requirements.
- Delivery must be recorded in a handover record signed by authorized representatives of both Parties.
- If the receiving Party discovers that goods do not conform to specifications, quantity, or quality stated in the invoice (for materials) or delivery documents (for products), the receiving Party must notify the delivering Party within 02 hours by telephone or fax and record such discrepancy in writing.

- If no notice is given within 24 hours after completion of delivery, the delivery shall be deemed accepted.

5.2.2 Delivery Procedures

a. For Finished Products

- Party A shall inspect the product batch (as specified in Appendix 1).
- Based on the inspection results recorded in the “Finished Beer Quality Inspection Report”, Party A shall send the report to Party B by fax as the basis for delivery.
- Party B shall deliver the batch specified in the inspection report and issue a VAT invoice corresponding to the delivered quantity.
- Party A shall carry out warehouse receipt procedures based on the VAT invoice and the actual delivered quantity.

b. For Raw Materials Supplied for Production

After receiving Party A’s notice regarding the quantity of materials to be delivered, Party B shall receive the goods and carry out necessary warehouse procedures including:

- inspection and comparison with technical requirements
- preparation of delivery records
- verification of invoices and relevant documents
- document archiving

If any issues arise, Party B must immediately notify Party A by telephone or fax.

c. For Remaining Raw Materials (if any)

Party B shall prepare a detailed list of remaining materials, notify Party A, and return them at the same time as the finished products.

5.3. Handling Costs

Each Party shall bear the handling cost at its respective location:

- Party A bears loading/unloading costs at Party A’s warehouse.
- Party B bears loading/unloading costs at Party B’s warehouse.

5.4. Transportation Cost

Transportation costs shall be borne by Party A.

ARTICLE 6: RESPONSIBILITIES OF EACH PARTY

6.1 Responsibilities of Party A

Party A shall:

1. Notify Party B of the monthly production plan 15 days before the beginning of the previous month, or adjust the quantity stated in Article 2.
2. Register and notify competent authorities regarding the circulation of products produced at Party B’s facility in accordance with State regulations.
3. Assign staff to Party B’s facility to inspect and supervise the quality of Hai Phong Beer. Party B shall facilitate such supervision.
4. Receive all qualified products produced by Party B. The testing result must be returned within 48 hours after Party A receives samples (excluding holidays). The time limit for receiving all goods under each order shall not exceed 14 days from the date of quality approval.
5. Make payment according to Article 4.
6. Perform other rights and obligations under this Contract and its Appendices.

6.2 Responsibilities of Party B

Party B shall:

1. Organize production in accordance with the technology process and confidentiality requirements specified in Appendix 01.
2. Store finished beer and raw materials according to Party A's warehouse standards and conduct quality control procedures with proper documentation.
3. Notify Party A if the delivery plan or receipt of materials cannot be met due to objective reasons.
4. Accept inspection and supervision by Party A during the entire production process.
5. Submit payment dossiers to Party A and conduct settlement according to Article 4.
6. Maintain confidentiality regarding production technology provided by Party A.
7. Fulfill responsibilities specified in the Contract Appendices.

ARTICLE 7: HANDLING OF CONTRACT BREACH

7.1 Trademark Violations

Any unauthorized use of intellectual property rights relating to the trademark specified in Article 2 shall be considered a violation unless approved in writing by Party A.

If violated:

- Party B must immediately cease the violation upon written notice from Party A.
- Party B must compensate Party A for all damages.
- Party A has the right to unilaterally terminate the Contract.
- Party A may request competent authorities to impose administrative sanctions or initiate legal proceedings.

7.2 Violations Related to Quality and Quantity

7.2.1 Quality Violations

If Party B:

- Uses Party A's technology or yeast to produce beer under another brand;
- Changes the transferred production process without authorization;
- Uses raw materials or additives not meeting Party A's standards;

Party A may:

- refuse the non-compliant batch;
- suspend production until the violation is remedied;
- claim full compensation for damages;
- impose a penalty of 8% of the order value (where applicable);
- unilaterally terminate the Contract.

Additional violations include:

- Loss or damage of exclusive materials belonging to Party A (compensation 5 times the purchase value).
- Failure to comply with sampling, testing, or reporting procedures.
- Products containing foreign objects entering the market affecting Party A's brand (Party B must recall the entire batch and bear all related costs and liabilities).

7.2.2 Quantity Violations

If Party B:

- Retains or sells products instead of delivering 100% of the batch to Party A → compensation 5 times the value of the retained portion.

- Provides inaccurate production records → subject to review of contract performance.

If Party A fails to receive qualified products within the time specified in Article 6.1.4, Party B may charge warehouse storage fees or destroy the goods if quality deteriorates, with all costs borne by Party A.

7.3 Procedure for Liability

- A violation record shall be prepared by the supervising party and confirmed by the other Party.
- The notifying Party shall specify the form and amount of compensation and the deadline for settlement.

7.4 Payment of Penalties and Compensation

Compensation and penalties shall be offset against outstanding debts according to Article 4.

ARTICLE 8: GENERAL PROVISIONS

8.1 Both Parties commit to fully implement the terms of this Contract. Any arising issues shall be resolved through negotiation. Any amendment must be made in writing and signed by both Parties as a Contract Appendix.

8.2 In case of disputes that cannot be resolved through negotiation, either Party may initiate legal proceedings at a competent court in accordance with applicable laws.

8.3 Party A may unilaterally suspend or terminate the Contract if Party B violates the Contract or its Appendices in a way that may harm Party A's brand reputation or product quality.

8.4 Within 90 days from the Contract expiry date, the Parties shall reconcile all related debts to finalize and liquidate the Contract.

ARTICLE 9: CONTRACT VALIDITY

- This Contract shall take effect from the signing date until 31 December 2027.
- This Contract is made in 06 original copies, each Party retains 03 copies, all having equal legal validity

PARTY A

PARTY B

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

APPENDIX NO. 01: Agreement on Technical Matters and Product Quality
(Attached to the Framework Contract for Goods Processing No. .../2026/BIA
HNP-HHP dated .../.../...)

Article 1: Responsibilities of the Parties in Ensuring the Quality of Processed Products

1.1 Responsibilities of Party A

1.1.1 Provide Party B with the following documents:

- Production process and technology procedures;
- Quality control procedures for Hai Phong Canned Beer products;
- Certificate of conformity with technical regulations No. 50/2016/YTHP-TNCB issued by the Hai Phong Department of Health;
- Product quality self-declaration No. 10/BHN-HP/2022 issued by Hanoi – Hai Phong Beer Joint Stock Company.

1.1.2 Supervise Party B's compliance with the technological process in the production of Hai Phong Canned Beer.

1.1.3 Provide yeast strains to Party B sufficient for the production of Hai Phong Canned Beer. Party A shall supervise the use of yeast and ensure that yeast supplied by Party A is used solely for the production of Hai Phong Canned Beer; supervise all regenerated yeast and discarded yeast at Party B's production facility.

Periodically or unexpectedly, Party A has the right to take yeast samples used for producing Party B's own branded beer as well as yeast samples used for producing Hai Phong Canned Beer at Party B for testing morphological, biochemical, or genetic indicators.

1.1.4 Have the right to assess production capacity, technical facilities and equipment conditions, technical management, production technology management, and product quality management at Party B's production facilities and headquarters.

1.1.5 Inspect or designate a location for inspection of finished beer quality and issue a certificate of release for each product batch within 48 hours after receiving samples of the batch (excluding public holidays).

1.2 Responsibilities of Party B

1.2.1 Ensure quality assurance conditions regarding machinery and equipment status, testing capability, water quality control capability, ISO quality management system, and human resources necessary for the production process of Hai Phong Canned Beer.

1.2.2 Strictly comply with production process control through truthful, complete, and clear recording of process control forms guided by Party A's experts and systematically store such records as evidence of compliance.

1.2.3 Conduct monthly self-assessments according to the guidance of Party A's experts and take responsibility for the evaluation results. Self-assessment reports shall serve as evidence of Party B's quality control capability.

1.2.4 Destroy yeast when excess yeast exists or when yeast exceeds its usable life cycle. When destroying yeast, Party B must prepare a record and retain it as evidence.

Yeast supplied by Party A must not be used for buying, selling, exchanging, or producing any other beer products.

1.2.5 After completing a production batch (determined by the total number of cans filled from one fermentation tank (CT) or simultaneously connected tanks), Party B must send at least 06 cans to Party A's testing laboratory at:

No. 85 Le Duan Street, Quan Tru Ward, Kien An District, Hai Phong City.

The sample set must represent the batch (beginning, middle, and end of the batch).

Samples must be sent within 24 hours after completion of the batch filling (excluding public holidays).

1.2.6 Not disclose production technology processes to any third party and strictly maintain confidentiality of all documents provided by Party A under Clause 1.1.1, Article 1 of this Appendix.

1.2.7 Not use the production technology of Hai Phong Canned Beer to manufacture any other beer brand.

1.2.8 Immediately notify Party A if any incident occurs during the production of Hai Phong Canned Beer for monitoring or coordinated handling.

1.2.9 Not produce beer bearing any third-party trademark within the factory where Hai Phong Canned Beer is being produced without Party A's prior written consent.

Article 2: Responsibilities of the Parties When Products Fail to Meet Quality Standards

2.1 Non-conforming Products

2.1.1 Cases of products not meeting quality requirements

a. Semi-finished products not meeting quality standards

Semi-finished beer in the BBT (bright beer tank – beer awaiting filling) that falls outside the permissible limits of Party A's quality standards specified in the documents referred to in Article 1, Clause 1.1 of this Appendix.

b. Finished products not meeting quality requirements

Finished beer products that fail to meet inspection requirements according to the documents specified in Article 1, Clause 1.1 of this Appendix.

c. Products already distributed in the market

Finished products that are not accepted by consumers due to poor quality or fail to meet quality standards when inspected in the market, provided that the cause of such defects originates during the production process before Party A receives and transports the goods from Party B's warehouse.

2.1.2 Handling Principles

a. If defective products can be reprocessed to meet Party A's product quality requirements, Party B may only carry out such reprocessing with Party A's prior written approval.

b. If reprocessing as described in point 2.1.2(a) is not possible, Party B may only process the products under the following conditions:

- Written approval from Party A;
- Reprocessed products must not use any name or trademark that is related to, similar to, or exclusive to Party A's trademark or that may cause confusion with Party A's products.

c. During such processing, Party A must supervise the process. Party B shall prepare a record for each case of defective product handling with confirmation from Party A. The record shall be made in two copies, one kept by each Party.

2.2 Responsibilities

2.2.1 Responsibilities of Party A

a. Guide Party B in handling non-conforming products during the production process.
b. Recall defective products as stipulated in Article 2, Clause 2.1.1(c) of this Appendix and compile complete documentation evidencing costs incurred to remedy the consequences caused by such defective products, which shall be provided to Party B.

2.2.2 Responsibilities of Party B

a. Coordinate with Party A in resolving cases related to defective products produced by Party B.
b. Samples used for factory testing or samples directly taken by Party A's experts for inspection of other indicators shall not be counted as products sold by Party B to Party A.
c. Reimburse the costs proven by Party A as stipulated in Article 2, Clause 2.2.1(b) of this Appendix.

Article 3: General Provisions

This Appendix No. 01 forms an integral part of the Framework Contract for Goods Processing No. .../2026/BIA HNP-HHP dated .../.../....

This document is made in 06 original copies, each having equal legal validity. Each Party shall retain 03 copies.

After carefully reading the entire document, fully understanding their rights, obligations, and the legal consequences of entering into this document, both Parties agree to all terms stated herein and voluntarily sign below.

PARTY A

PARTY B

Hai Phong, April 8th, 2026

DRAFT

PROPOSAL

**Dismissal of a Member of the Board of Supervisors for the 2021–2026 Term
and Nomination of a Member of the Board of Supervisors for the 2026–2031
Term**

**To: The General Shareholders’ Meeting of Habeco - Hải Phòng Joint
Stock Company**

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

Pursuant to the Charter of Organization and Operation of Habeco – Hải Phòng Joint Stock Company;

Pursuant to Official Letter No./HABECO-HĐQT dated ...of Hanoi Beer - Alcohol - Beverage Joint Stock Corporation;

The Board of Directors of Habeco – Hai Phong Joint Stock Company respectfully submits to the 2026 Annual General Meeting of Shareholders for approval the dismissal and nomination of a member of the Board of Supervisors as follows:

- To dismiss Mr. Nguyen Nhu Khue from the position of Member of the Board of Supervisors for the 2021–2026 term.
- To nominate as a candidate for election to the position of Member of the Board of Supervisors for the 2026–2031 term.

(The candidate’s curriculum vitae is attached to this proposal.)

Respectfully submitted to the General Shareholders’ Meeting for review and approval.

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

Recipients:

- 2026 Annual General Meeting of Shareholders;
- Board of Directors, Supervisory Board;
- Archives,

Pham Anh Tuan

DRAFT

**REGULATIONS ON NOMINATION, ELECTION,
AND VOTING FOR BOARD MEMBERS
FOR THE 2026–2031 TERM
AT THE 2026 ANNUAL GENERAL SHAREHOLDERS' MEETING**

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

Pursuant to the Charter on the Organization and Operations of Habeco – Hai Phong Joint Stock Company;

The 2026 Annual General Shareholders' Meeting of Habeco – Hai Phong Joint Stock Company (hereinafter referred to as the Company) will conduct the election of 01 (one) Board member as follows:

I. OBJECTS AND SCOPE OF APPLICATION

- This regulation guides the procedures for the nomination, candidacy, and election of Board members of Habeco – Hai Phong Joint Stock Company.
- Candidates for the Board are responsible for adhering to the contents of this regulation.
- Shareholders who own shares with voting rights, and representatives authorized by shareholders with voting rights (based on the list of shareholders as of March 18, 2026), are entitled to participate in the election of Board members.

II. REGULATION ON NOMINATION AND SELF-NOMINATION FOR MEMBERS OF THE BOARD OF SUPERVISORS

1. Composition and Term of the Board

- Number of members of the Board of Supervisors to be elected: 01 member
- Term of the elected member of the Board of Supervisors: 2026-2031
- Number of candidates for membership of the Board of Supervisors: No limit

2. Eligibility Criteria for Members of the Board of Supervisors

- Have full legal capacity for civil acts and not fall under the categories prohibited from managing enterprises as stipulated in Clause 2, Article 17 of the Law on Enterprises.

- Possess professional qualifications, as well as experience and capability in business management and corporate governance.
- May concurrently serve as a member of the Board of Supervisors of another company.
- Must not be related persons (family members) of the General Director or other managers of the Company; or of managers and persons having the authority to appoint managers of the parent company.

3. Procedures for Nomination and Self-Nomination of Members of the Board of Supervisors.

- Shareholders meeting the eligibility requirements for nomination and self-nomination of candidates for election to the Board of Supervisors in accordance with the Charter of Habeco - Hai Phong Joint Stock Company are entitled to nominate or self-nominate candidates at least three (03) days prior to the date of the General Meeting of Shareholders.
- Shareholders holding voting shares may aggregate their voting rights to nominate candidates to the Board of Supervisors.
- Shareholders or groups of shareholders holding from 5% to less than 10% of the total voting shares may nominate one (01) candidate; from 10% to less than 30% may nominate up to two (02) candidates; from 30% to less than 40% may nominate up to three (03) candidates; from 40% to less than 50% may nominate up to four (04) candidates; from 50% to less than 60% may nominate up to five (05) candidates; from 60% to less than 70% may nominate up to six (06) candidates; from 70% to 80% may nominate up to seven (07) candidates; and from 80% to less than 90% may nominate up to eight (08) candidates.
- In the event that the number of candidates nominated and self-nominated is still insufficient, the incumbent Board of Directors or the incumbent Board of Supervisors may nominate additional candidates for the remaining positions, subject to approval by the General Meeting of Shareholders prior to such nomination (such additional candidates must meet the criteria specified in Clauses 3 and 4, Section II of this Regulation).

4. Dossier for Nomination and Self-Nomination of Members of the Board of Supervisors

The nomination and self-nomination dossier for members of the Board of Supervisors includes:

- Nomination/Candidacy Form (attached to these regulations).
- Candidate's Curriculum Vitae (CV) (attached to these regulations).

- A notarized copy of identification, certification of professional qualifications, and education if applicable. These documents must be submitted to the Company's headquarters before 5:00 PM on April 1st, 2026, at the following address:

- General Office, Habeco – Hai Phong Joint Stock Company.
- Address: Xuan Ang Hamlet, An Lao Commune, Hai Phong City, Vietnam.

III. INSTRUCTIONS ON HOW TO ELECT BOARD MEMBERS

1. Principles for the Election of Members of the Board of Supervisors

- Board elections will be conducted at the Meeting using a cumulative voting method with secret ballots.
- Cumulative voting method: Each shareholder/representative has a total number of votes equal to the number of shares they own (or represent), multiplied by the number of Board members to be elected.
- Shareholders may allocate all or part of their votes to one or several candidates, and the remaining votes may be withheld.

2. Ballot Papers and How to Vote

- Each shareholder/representative will receive a ballot according to their registered shareholder ID number.
- The ballot paper will be stamped by the Company, with the total number of shares owned/represented and the corresponding maximum number of votes based on the cumulative voting method.
- Shareholders should check the information on the ballot upon receiving it. Any discrepancies should be reported immediately.

Shareholders/representatives must fill in all required information on the ballot.

Example: Shareholder A owns 2,000 shares. The total number of members of the Board of Supervisors to be elected is four (04). Accordingly, Shareholder A will have a total of voting rights equivalent to $2,000 \times 4 = 8,000$ votes to elect the four (04) candidates for the Board of Supervisors.

Shareholder A may allocate all 8,000 votes to Candidate X; or allocate 3,000 votes and 5,000 votes to Candidate X and Candidate Y, respectively; or allocate 1,000 votes, 5,000 votes, and 2,000 votes to Candidate X, Candidate Y, and Candidate Z, respectively; or distribute the total votes equally among four (04) candidates; or cast no votes for any candidate.

3. Invalid Ballots

- Ballots not issued by the Organizing Committee.
- Torn, altered, or containing names not listed as candidates.
- Ballots where the total number of votes exceeds the allowed number.
- Ballots without the signature of the shareholder/representative.

- Invalid ballots will not be counted during the vote.

4. Vote Counting Committee

- The Vote Counting Committee shall be nominated by the Chairperson and approved by the General Meeting of Shareholders.
 - Members of the Vote Counting Committee must not be included in the list of nominees or candidates for the Board of Supervisors.
 - The Vote Counting Committee shall have the following responsibilities:
 - Adopting the Election Regulation
 - Introducing and distributing ballot papers
 - Supervising and monitoring the voting process
 - Conducting the vote counting
 - Preparing minutes and announcing the election results before the General Meeting
 - The Vote Counting Committee must ensure honesty and confidentiality during the vote counting process. It shall be responsible to the General Meeting for the accuracy of the vote counting results. After completing the vote counting, the Committee shall prepare the vote counting minutes, announce the results before the General Meeting, then seal the ballots and hand over all election-related documents to the Chairperson of the Meeting.
-

▪ Principles of Voting and Vote Counting

- The Vote Counting Committee shall inspect the ballot box in the presence of shareholders.
 - Voting shall commence after the final list of candidates for the Board of Supervisors has been confirmed and shall end when the last shareholder casts their ballot into the ballot box.
 - Vote counting must be conducted immediately after the voting process is completed.
 - The vote counting results shall be recorded in writing and announced by the Head of the Vote Counting Committee before the General Meeting.
-

▪ Principles for Determining Elected Candidates

Voting percentage = (Total votes received by a candidate / Total voting shares of attending shareholders) × 100%

- Elected members of the Board of Supervisors shall be determined based on the total number of votes received, ranked from highest to lowest, starting from the

candidate with the highest number of votes until the required number of members is reached.

- In the event that candidates receive an equal percentage of votes and it is necessary to select among them to meet the required number of elected members, the candidate who owns or represents a larger number of shares shall be selected. If the number of shares owned or represented is equal, a re-election shall be conducted among such candidates to make the final selection.

▪ **Preparation and Announcement of Vote Counting Minutes**

- After vote counting, the Vote Counting Committee must prepare the vote counting minutes. The contents shall include: total number of attending shareholders, total number of shareholders participating in voting, number of valid ballots, invalid ballots, blank ballots, and the number and percentage of votes for each candidate to the Board of Supervisors.
- The full text of the vote counting minutes must be announced before the General Meeting.
- Any complaints regarding the election results shall only be considered immediately at the General Meeting; shareholders may not challenge the validity of the results at any other time. In case of disputes regarding the election procedures or results, the Vote Counting Committee shall re-examine the matter and seek the decision of the General Meeting.

IV. IMPLEMENTATION TERMS

These regulations serve as the legal basis for the procedures of nominating, applying, and electing Board members at Habeco – Hai Phong Joint Stock Company. They were drafted by the Board of Directors and will be approved at the 2026 Annual General Shareholders' Meeting, scheduled for April 8th, 2026.

Recipients:

- Board Members, Supervisory Board;
- The Organizing Committee of the General Meeting;
- Shareholders of the Company;
- Archives.

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

Pham Anh Tuan