

**PROPOSAL**

**Remuneration for the BOD and BOS in 2024 and Remuneration Plan for 2025**

To: The General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

Based on the Charter on the Organization and Operation of Cao Bang Cast Iron and Steel Joint Stock Company, as amended and supplemented for the fourth time, issued together with Decision No. 856/QD-GTCB dated July 21, 2021 by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

Based on the Resolution of the 2024 Annual General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company No. 682/NQ-DHDCD dated April 24, 2024;

The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the remuneration payment for the BOD and BOS in 2024, and the remuneration plan for 2025, as detailed below:

**1. Remuneration Payment for the Board of Directors and Board of Supervisors in 2024:**

The Company did not pay remuneration to the Board of Directors and Board of Supervisors in 2024. Due to the business operations resulting in a loss in 2024, the Company prioritized allocating capital for production and business activities. Therefore, the Board of Directors and Board of Supervisors unanimously agreed not to receive any remuneration. The remuneration for the Board of Directors and Board of Supervisors in 2025 will be determined based on the 2025 business performance and submitted by the Board of Directors at the 2026 Annual General Meeting of Shareholders.

**2. Remuneration Plan for the Board of Directors and Supervisory Board in 2025 as follow:**

The remuneration for the Chairman of the Board, members of the Board of Directors, Head of the Supervisory Board, and non-executive members of the Board of Supervisors is tentatively calculated at 20% of the planned salary of full-time Company managers.



No	Title	Salary level for planned remuneration determination VND/person/month	Proportion	Number	Remuneration (VND/person/month)	Remuneration (VND/year)
1	Chairman of BOD	36,000,000	20%	01	7,200,000	86,400,000
2	Member of BOD	30,000,000	20%	04	6,000,000	288,000,000
3	Head of BOS	30,000,000	20%	01	6,000,000	72,000,000
4	Member of BOS	28,000,000	20%	02	5,600,000	134,400,000
	<b>Total</b>			<b>08</b>		<b>580,800,000</b>

*(In words: Five hundred eighty million, eight hundred thousand VND./.)*

Respectfully submitted to the 2025 Annual General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company for review and approval./.

Best regards!

**Recipient:**

- As above;
- Archive: Archivist, BOD.

**BEHALF BOARD OF DIRECTORS  
CHAIRMAN**



*[Signature]*  
**Ngo Quoc Trung**



No.: 904 /TTr-CISCO

Cao Bang, Jun2,2025

**PROPOSAL**

**For approval of the Economic Contract for the purchase and sale of  
metallurgical coke for the period 2025 – 2026 with the Vinacomin – Mineral  
Holding Corporation**

To: General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock  
Company.

Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020;

Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26,  
2019;

Pursuant to the Charter on Organization and Operation of Cao Bang Cast  
Iron and Steel Joint Stock Company, as amended and supplemented for the fourth  
time, issued together with Decision No. 856/QD-GTCB dated July 21, 2021 by the  
Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

Pursuant to the 2025 Business and Production Plan. It is projected that  
approximately 80,000 tons of metallurgical coke per year will be used for  
production at Cao Bang Iron and Steel Complex.

In order to ensure the continuity of the Company's business and production  
operations, the Board of Directors respectfully submits to the General Meeting of  
Shareholders for consideration and approval the Economic Contract for the  
purchase and sale of metallurgical coke for the period 2025–2026 with Vinacomin  
– Mineral Holding Corporation, as a basis for implementation.

Accordingly: The General Meeting of Shareholders is requested to  
authorize the Board of Directors to: (i) Approve the contract template; (ii)  
Approve the implementation process, plan, and method of product consumption  
as a basis for signing the Economic Contract for the purchase and sale of steel  
billets for the period 2025–2026 with Vinacomin – Mineral Holding Corporation,  
in accordance with the actual production and business conditions of the  
Company, applicable laws, the Company's Charter, and the Resolution of the  
2025 Annual General Meeting of Shareholders.

*(Attached is the draft contract for reference).*



Respectfully submitted to the General Meeting of Shareholders of Cao Bang  
Cast Iron and Steel Joint Stock Company for consideration and approval./.

Sincerely!

***Recipients:***

- As above;
- Archive: Archivist.

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



**Ngô Quốc Trung**



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

**(“Draft”) COKE PURCHASE AND SALE CONTRACT**  
**No.: /VIMICO - CISCO/2025**

Pursuant to the Civil Code dated November 24, 2015;

Pursuant to the Commercial Law dated June 14, 2005, as amended and supplemented in 2017 and 2019;

Pursuant to the Law on Enterprises dated June 17, 2020;

Pursuant to Resolution No. /NQ-DHDCD dated / /2025 of the 2025 Annual General Meeting of Shareholders — Cao Bang Cast Iron and Steel Joint Stock Company;

Pursuant to Resolution No. /NQ - CISCO dated / /2025 of the Board of Directors of CISCO;

Pursuant to Resolution No. /NQ - VIMICO dated / /2025 of the Board of Directors of VIMICO;

Pursuant to the capabilities and needs of Parties.

Today, on 2025, at the headquarters of VIMICO, we include:

**SELLER : VINACOMIN – MINERAL HOLDING CORPORATION**

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

Address : No. 193 Nguyen Huy Tuong Street, Thanh Xuan Trung Ward, Thanh Xuan District, Hanoi City, Vietnam.

Telephone : 0462 876666 ; Fax: 0462883333

Tax code : 0100103087.

- Account No. : 112000054351, at Vietinbank - Hai Ba Trung Branch

- Account No. : 1600073585, at BIDV - Transaction Office No. 3 Branch

- Account No. : 0021000243133, at Vietcombank - Hanoi Branch

- Account No. : 0571104010005, at MB Bank - Hoan Kiem Branch

- Account No. : 170114851000017, EximBank - Long Bien Branch, Hanoi.

- Account No. : 4522666888, at VP Bank

Representative: Mr. **Trinh Van Tue** Position: General Director.

**BUYER : CAO BANG CAST IRON AND STEEL JOINT STOCK COMPANY**

(Hereinafter referred to as the “**Buyer or Party B or CISCO**”)

Address : 52 Kim Dong Street, Hop Giang Ward, Cao Bang City, Cao Bang Province, Vietnam.

Telephone : 0206.3953.369 ; Fax: 0206.3953.268

Tax code : 4800162247

- Account No. : 33010000017892, at BIDV, Cao Bang Branch.

- Account No. : 35256660666666, at MB Bank, Hoan Kiem Branch.

- Account No. : 39476789, at VP Bank.



Representative: Mr. **Nguyen Van Phuong**

Position: Director

Both Parties have agreed and voluntarily entered into this Contract for the purchase and sale of metallurgical coke (hereinafter referred to as the "**Contract**") under the following terms and conditions:

### **Article 1. Goods for sale**

1. Name of goods: Metallurgical coke (hereinafter referred to as "**COKE**").

2. Origin, source: COKE shall be legally produced in Vietnam and/or legally imported into Vietnam from foreign countries. The supplied COKE must clearly state the manufacturer and origin (Specifying the country or territory).

3. Specifications, quality of COKE:

3.1. Packaging specifications: Bulk cargo, unpackaged.

3.2. Goods quality: COKE must meet the Quality standards specified in Table 1 below:

Table 1. COKE quality standards

No.	Component name	Symbol	Unit	Requirement	Measured as...
1	Fixed carbon	FC	%	$\geq 83.5$	Dry ton
2	Sulfur	S	%	$\leq 0.8$	Dry ton
3	Ash	A	%	$\leq 13.5$	Dry ton
4	Volatile Matter	V	%	$\leq 1.8$	Dry ton
5	Natural Moisture	W	%	$\leq 7$	Actual ton
6	Particle size $25 \div 80$ mm	$\phi$	%	$\geq 90$	Dry ton
6.1	Particle size < (less than) 25 mm	$\phi$	%	$< 5$	Dry ton
6.2	Particle size $25 \div 40$ mm	$\phi$	%	$< 20$	Dry ton
6.3	Particle size > (greater than) 80 mm	$\phi$	%	$< 5$	Dry ton
7	Rotational intensity	M40	%	$\geq 76$	Dry ton
8	Shatter resistance	M25	%	$\geq 88$	Dry ton
9	Falling intensity	M10	%	$\leq 8.5$	Dry ton
10	Coke strength after reaction	CSR	%	$\geq 60$	Dry ton
11	Coke reactivity index	CRI	%	$\leq 30$	Dry ton

**Note:** In the above table symbol  $\leq$  means less than or equal to; symbol  $\geq$  means greater than or equal to; symbol  $<$  means less than; symbol  $>$  means greater than; symbol  $\div$  means range; Dry basis/0% moisture basis means the quantity after subtracting natural moisture (without the water content in the COKE); actual ton means the actual quantity of the COKE as weighed (including its natural moisture content).

4. Sale quantity and supply timeframe:

4.1. Tentative sale quantity: **100.000 dry basis ton (0% moisture basis).**

4.2. Actual transaction quantity: Based on the actual production needs of CISCO and the ability of VIMICO to procure COKE from its suppliers. The actual weekly, monthly, quarterly, and annual quantities will be specified according to CISCO's



purchase orders and VIMICO's procurement capabilities.

#### 4.3. Supply schedule, duration:

From the effective date of this Contract until June 30, 2026, or until CISCO successfully holds the 2025 Annual General Meeting of Shareholders (whichever occurs later). The specific supply schedule shall be in accordance with CISCO's purchase orders and VIMICO's ability to procure from suppliers.

### Article 2. Sale price of goods

#### 1. Price at the time of contract signing by both Parties (A&B):

1.1. Provisional unit price (excluding VAT but including other applicable taxes, fees, and charges - if any); delivery at Party B's warehouse (address:.....) is **VND 10,000,000/dry basis ton of COKE** (*Ten million Vietnamese dong per dry basis ton of COKE*).

1.2. Provisional contract value (including 10% VAT and other applicable taxes, fees, and charges - if any); delivery at Party B's warehouse (address:.....):

Value of goods: 100,000 ton × VND 10,000,000/ton = VND 1,000,000,000,000

VAT (10%) = VND 100,000,000,000

Total provisional contract value = VND 1,100,000,000,000

*(In words: One trillion, one hundred billion Vietnamese dong.)*

#### 2. Official sale price of goods:

##### 2.1. Official sale price:

2.1.1. The unit price of COKE under this Contract shall be determined based on the market price at the actual time of each transaction + (plus) commercial costs (such as tendering/bidding costs, auction participation costs, ...) - if applicable to this Contract. Commercial costs (if any) shall be included in the selling price of each batch delivered monthly, quarterly, at the end of the financial year, or upon final settlement of the Contract.

##### 2.1.2. Market price shall be determined as follows:

The unit price of COKE (under this Contract) shall be the sale price at which Party A procures COKE to supply Party B (under this Contract) from the supplier. This price shall be based on the procurement results of Party A (i.e., supplier selection) through bidding, quotation, ... In accordance with the Law on Procurement or the Regulation on Materials Management/Procurement Procedures issued by the Board of Directors or General Director of VIMICO (including any amendments, supplements, or replacements after the date of contract signing - if any).

3. The official contract value shall be determined specifically based on the actual quantity delivered, the official unit price, and the actual quality of each batch delivered under this Contract and the contract between Party A and Party C.

### Article 3. Goods delivery and receipt

1. Delivery Party: By Party A or by Suppliers selling COKE to Party A for resale to Party B under this Contract (hereinafter referred to as "**Party C/Supplier/NCC**") at each time Party A successfully organizes a purchase and is shown in the Purchase Contract between Party A and Party C. In this case, the Purchase Contract signed between Party A and Party C, when provided to Party B, shall be understood and deemed as an inseparable Appendix to this Contract (except for any terms or provisions that conflict with those set forth in this Contract and/or Party B's purchase orders).

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2. Delivered and receipted goods: Based on the actual condition of the COKE delivered by Party A (or Party C, as designated by Party A) to Party B at Party B's warehouse.

3. Delivery and receipt location: At Party B's warehouse located in Cao Bang Steel Complex (Address: Km7, National Highway 4A, Chu Trinh Commune, Cao Bang City, Cao Bang Province).

4. Delivery and receipt method: COKE shall be delivered and received using Party A's (or Party C's) means of transportation. Party B shall be responsible for organizing and bearing the cost of unloading and transporting the COKE into its warehouse.

5. Delivery schedule: The goods shall be supplied and delivered in multiple shipments/batches, in line with CISCO's actual production demand. The quantity and delivery schedule of each batch shall be based on CISCO's purchase orders and subject to the supply capacity of VIMICO/Suppliers at the time of each successful procurement by Party A.

6. Determination of actual delivered quantity:

6.1. Determination of actual wet weigh of COKE: To be determined by CISCO's electronic truck scale at the delivery location. The delivered quantity shall be recorded in the Delivery and Receipt Minutes, signed by representatives of Party A (or Party C, as designated by Party A) and Party B. In the event of unexpected malfunction of this scale, another certified weigh station in Cao Bang Province shall be used to determine the actual quantity, and weighing costs (if any) shall be borne by Party B.

Actual delivered quantity (**wet COKE**) = (equal) total quantity of vehicle and COKE (unit: tons/quintals/kilograms) - (minus) vehicle quantity (unit: tons/quintals/kilograms).

6.2. Determination of actual dry quantity of COKE (0% moisture basis): The actual transaction quantity of COKE shall be calculated based on its dry quantity (0% moisture). Dry quantity COKE (0% moisture basis) = (equal) Wet quantity COKE (unit: tons/quintals/kilograms) - (minus) water content (% H<sub>2</sub>O) in COKE (unit: tons/quintals/kilograms).

Dry COKE (0% moisture content) = COKE (wet) - (minus) COKE (wet) × (multiple) % H<sub>2</sub>O

The actual moisture content of the goods (% H<sub>2</sub>O) is the proportion of water (expressed as % quantity) retained in COKE. The actual moisture content shall be determined through sampling and analysis by an independent inspection organization and/or joint sampling by both Parties, and confirmed in a **Moisture Determination Report** (or a legally equivalent document).

7. Delivery/receipt time of goods: Specific delivery and receipt time each day (including weekends, holidays, and Tet - if necessary) shall be discussed and agreed upon directly by the delivery and receipt representatives of both Parties (Party B & Party A and/or Party C).

8. Delivery period: From the effective date of this Contract until the Contract expires pursuant to Article 10 herein.

9. Shipment: The COKE quantity under this Contract shall be delivered in multiple shipments/batches; each batch shall be approximately **1,250 +/- (plus or minus) 10% dry tons** (0% moisture basis). The specific delivered quantity for each batch (even outside the 1,250 +/- 10%) shall be agreed upon by Party B and Party A (or Party C — as designated by Party A) through direct discussion (or via phone, SMS, gmail, ...) based on CISCO's actual production needs and Party A's (or Party C's) supply capability.

#### **Article 4. Inspection of delivered goods' quality**



1. The quality of delivered COKE shall be determined based on the sampling and analysis results identifying the specification and quality indicators as specified in Article 1 of this Contract.

2. The quality of COKE shall be sampled, analyzed, and determined for specification and quality indicators, and shall be inspected and settled on a per-shipment basis.

3. The sampling and analysis of specification and quality indicators for each shipment/batch of delivered goods under this Contract shall be carried out by 01 (one) or more independent inspection organizations that are legally operating in Vietnam and are qualified to inspect COKE. The inspection shall be conducted at the delivery site. The independent inspection organization shall be selected, designated, and notified by CISCO to Party A along with the purchase order or prior to Party A's issuance of the Invitation to Bid or Request for Quotation, ..., to publicly inform suppliers.

4. The screening and determination of COKE particle size shall be jointly carried out by both Parties in coordination with the independent inspection organization (if necessary) directly at the delivery location.

5. Procedures for weighing supervision, sampling, and sample analysis:

Certified true copies of the weighing supervision procedures and the sampling and sample analysis procedures (for moisture determination, particle size determination, and quality analysis) of the independent inspection organization shall be included in the inspection contract between Party B and the independent inspection organization. These documents shall also be provided to Party A along with the purchase order or prior to Party A's issuance of the Invitation to Bid or Request for Quotation, ..., for the purpose of public disclosure to suppliers before participating in bidding or quotation.

6. The inspection costs for COKE quality shall be borne jointly by Party B and Party A (or Party C) in a 50/50 ratio. Party B shall make a 100% advance payment of the inspection cost to the independent inspection organization, and Party A (or Party C) shall reimburse Party B 50% of the inspection cost either by bank transfer and/or by offsetting it against the value of COKE that has been accepted and settled by Party B.

## **Article 5. Payment**

1. Currency: Vietnamese Dong ("dong/VND/VNĐ")

2. Payment method: By bank transfer and/or by mutual debt offset between the two Parties (A & B), and/or by three-party debt offset (A & B & C).

4. Payment timeline and schedule: Within 45 (forty-five) days from the date both Parties sign the acceptance and settlement record for the delivered batch of COKE.

5. Commitment of Party B: Party B commits to selling to Party A, during the effective term of this Contract, a minimum of 100,000 tons (with a monthly average of  $8,000 \pm 5\%$  tons) of commercial-standard steel billets at prices agreed upon by both Parties based on the current or most recently known market prices under the same (or equivalent) delivery and payment conditions, in order to ensure 100% debt offset against the payment for COKE under this Contract.

6. In the event that, for any reason, by the 75th (seventy-fifth) day from the invoice date of any batch of COKE, the cumulative value of the steel billets (or pig iron) supplied by Party B to Party A for debt offset under this Contract is less than the cumulative value of COKE already delivered by Party A, then Party B shall pay interest on the delayed payment at a rate of 0.6% per month. However, the maximum period of such interest shall not exceed 15

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(fifteen) days from the due payment date.

7. Invoice: Party A shall issue the VAT invoice for the goods sold and send it to Party B after both Parties sign the acceptance report confirming the quantity and quality of the delivered batch.

#### **Article 6. Responsibilities of the Parties**

##### **1. Responsibilities of Party A:**

- Timely notify Party B in writing (or via direct phone call, portal message, Email, Zalo, ...) of the result of Party A's procurement of COKE through bidding, quotation, etc., for supply to Party B under this Contract;

- Timely notify Party B of the contract signed between Party A and Party C.

- Ensure delivery of goods in accordance with the agreed quantity, quality, and schedule.

- Coordinate with Party B to urge Party C to take back any COKE that does not meet the required specifications and quality, which is rejected or returned by Party B at the end of each delivery day (*if any*).

- Coordinate with Party B to urge Party C to make supplementary delivery of COKE that meets the required specifications and quality, in full quantity and within the timeframe as notified by Party A/Party B (*if any*).

##### **2. Responsibilities of Party B:**

- On a monthly basis, no later than the 20th of each month (if this falls on a non-working day, it shall be moved to the next working day), Party B shall send a notice to Party A regarding the COKE demand plan for the following month (contents to include: estimated remaining COKE inventory by month-end, production plan, COKE demand, and purchase order for the next month's COKE supply for production). Party B shall be solely responsible if a COKE shortage disrupts continuous production due to failure to notify or place orders on time, resulting in Party A's inability to procure COKE for supply.

- On a quarterly basis, prior to the 20th of the last month of each quarter (adjusted to the next working day if falling on a holiday), Party B shall send a notice to Party A regarding the next quarter's production plan and COKE demand (contents include: estimated COKE inventory at the end of the quarter, production plan, COKE usage plan, purchase order for the next quarter's COKE supply, ...).

- Determine and notify the maximum purchase price (price ceiling) for COKE upon Party A's request. In this case, Party B shall bear legal responsibility for the ceiling price it determines and notifies to Party A; and shall also bear responsibility for any COKE shortage disrupting continuous production caused by an unrealistic ceiling price, leading to Party A's failure to procure COKE.

- Select and enter into a contract with an independent inspection organization that meets the required legal capacity and experience, and provide Party A with a notice including the weighing supervision procedure, sampling procedure, and sample analysis procedure before Party A prepares the Invitation to Bid, Request for Quotation, ... for COKE procurement under this Contract.

- Fully prepare personnel, equipment for weighing, quality inspection, and warehouse facilities for receiving goods.



- Ensure full and timely payment to Party A.

#### **Article 7. Authorization and acceptance of authorization**

1. In the event that Party A signs a COKE sales contract with Party C for resale to Party B under this Contract, Party A shall authorize, and CISCO shall accept authorization, to perform the following tasks:

1.1. Directly contact and organize the delivery and receipt of goods under this Contract with Party C in accordance with the contract between Party A and Party C.

1.2. Provide guidance to and manage Party C's delivery representatives (including those hired by Party C for transportation, if any) when entering the delivery/receipt area under CISCO's management;

1.3. Coordinate with Party C in training on internal rules and occupational safety regulations, and require Party C's delivery representatives (including any third-party transporters hired by Party C, if any) to strictly comply with CISCO's regulations and instructions when entering the delivery area; bear full legal responsibility and all risks involved in the event of violations causing injury or damage to themselves or to the people or property of others; in case of violations resulting in damage to CISCO or any third party, full compensation for such damage shall be required;

1.4. Organize the unloading of goods from the transport vehicle promptly in order to release the means of transport for Party A (or Party C);

1.5. Coordinate with Party C to resolve any issues (if any) arising during the delivery and receipt of goods and/or to perform other authorized tasks as delegated by VIMICO;

1.6. Jointly with Party C and the independent inspection organization, carry out weighing, recording, compiling, cross-checking, preparing, and signing of delivery and receipt documentation (weighing slips, warehouse receipt notes, daily delivery and receipt records, and delivery summaries for each lot) with Party C;

1.7. Together with the independent inspection organization and Party C, collect, process, and divide samples in accordance with this Contract and the contract between Party A and Party C.

1.8. Jointly with Party C, supervise the sampling process by the independent inspection organization, analyze and determine the moisture content, specifications, and quality of delivered goods, and prepare and sign the moisture determination records as per this Contract and the contract between Party A and Party C;

1.9. Receive, inspect, manage, and archive the documentation certifying the origin and provenance of the delivered COKE in accordance with this Contract and the contract between Party A and Party C;

1.10. Reconcile, agree upon, prepare, and sign the official record of specification and quality confirmation of the delivered lot with Party C in accordance with this Contract and the contract between Party A and Party C;

1.11. Perform other tasks (if any) as notified by VIMICO to CISCO and/or as otherwise agreed upon in the COKE sales contract signed between Party A and Party C;

2. The actual quantity and quality of COKE mutually agreed upon and confirmed by CISCO and Party C shall concurrently be deemed the actual quantity and quality of COKE confirmed by CISCO and Party A, and shall serve as the basis for the Parties (A&B; B&C) to determine and agree upon the official value of COKE traded between

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VIMICO and CISCO under this Contract; at the same time, it shall also serve as the basis for determining and agreeing upon the official value of COKE traded between Party A and Party C.

3. VIMICO reserves the full right to unilaterally decide to change any part or the entirety of the authorized contents and scope mentioned above at any time, provided that the authorized tasks have not yet been performed.

#### **Article 8. Force majeure**

1. A force majeure event refers to any event, circumstance, or situation that occurs objectively after the signing of this Contract, is beyond the control and reasonable foresight of the Parties, and cannot be overcome despite all necessary and possible measures having been taken, thereby causing the affected Party to be unable to perform part or all of its obligations under the Contract.

2. A force majeure event includes, but is not limited to, the following events, circumstances, or situations or others of a similar nature, provided that they satisfy the conditions set out in Clause 1 of this Article:

(a) Storms, cyclones, floods, droughts, earthquakes, tsunamis, abnormally severe weather, or any other natural disaster;

(b) Fire, explosion, epidemic requiring quarantine as prescribed by competent authorities;

(c) War (declared or undeclared), invasion, armed conflict, or hostile acts by foreign powers;

(d) Acts of terrorism, blockade, embargo, riot, rebellion, sabotage;

(e) Strikes, walkouts, assaults, factory blockades;

(f) Decisions of competent state authorities.

3. When a force majeure event occurs, the affected Party must notify the other Party at the earliest possible time. Within 05 (five) days from the occurrence of the event, the affected Party must provide written notice to the other Party detailing the event, its impact on the affected Party's performance under the Contract, and propose remedial measures. This written notice must be accompanied by documentation issued by a competent authority at the location of the force majeure event confirming its occurrence.

Within 02 (two) days after the force majeure event ends, the affected Party must send a written notice to the other Party confirming the termination of the event. Within the next 07 (seven) days, the affected Party must provide the other Party with a written confirmation of the force majeure event issued by a competent authority at the place where the event occurred. This confirmation must describe the event, its location, time of occurrence and duration, consequences, and its impact on the performance of the Contract, etc.

If the affected Party fails to fully perform the notification and document provision obligations in accordance with this Clause, it shall forfeit its right to exemption from liability under Clause 5 of this Article.

4. During the force majeure period, the affected Party shall provide the other Party with regular reports on the implementation of remedial measures to prevent or mitigate the impact of the event and other information reasonably requested by the other Party. The Parties shall continue to perform their obligations under the Contract to the extent permitted by actual



circumstances and shall take all reasonable measures to fulfill unaffected parts of the Contract.

5. Except for the obligation to make payment for goods or services already rendered prior to the occurrence of the force majeure event and/or other related monetary obligations (if any), the Party that fails to perform its obligations under this Contract due to the force majeure event shall be exempted from liability.

6. If a Party is unable to perform its contractual obligations for a continuous period of 90 (ninety) days from the occurrence of the force majeure event, either Party has the right to issue written notice to the other Party at least 15 (fifteen) days in advance to unilaterally terminate the Contract. The Contract shall be deemed terminated on the date specified in the termination notice.

After the termination notice is sent, the Parties shall continue to perform any outstanding obligations up to the date of termination, except for those obligations that are exempted from liability. For the avoidance of doubt, under no circumstances shall either Party be exempted from the payment obligations referred to in Clause 5 of this Article, whether the Contract is terminated or not.

#### **Article 9. Governing law and dispute resolution**

**1. Governing law:** This Contract and all obligations arising from or in connection with it shall be governed by the laws of Vietnam.

**2. Dispute resolution:** In the course of performance, if any dispute arises, the Parties shall promptly notify each other and make every effort to resolve the issue through amicable negotiation within 10 (ten) working days from the date the dispute arises. If the dispute cannot be resolved through negotiation, then within 30 (thirty) working days from the conclusion of the unsuccessful negotiation, either Party has the right to submit the dispute to a competent Court or Arbitration for resolution. The decision of the Court (or Arbitration) shall be final and binding on both Parties. All costs related to the dispute resolution at Court or Arbitration (including attorney fees) shall be borne by the losing Party.

#### **Article 10. Contract effectiveness**

This Contract shall become effective on the date of signing by both Parties and shall terminate upon the mutual agreement of the Parties as recorded in the final settlement and liquidation minutes (or any other equivalent document of similar legal effect).

#### **Article 11. Miscellaneous provisions**

1. Neither Party shall have the right to amend or supplement this Contract without the prior written consent of the other Party. Any amendment or supplement shall only be valid when agreed upon in writing by both Parties.

2. Any Party that unilaterally changes, violates the terms of this Contract, or cancels/terminates this Contract without a legitimate reason and without the other Party's consent, shall be liable to compensate the other Party for all resulting damages.

3. This Contract is made in 08 (eight) original copies in Vietnamese, each having equal legal validity, with each Party retaining 04 (four) copies for implementation.

**IN WITNESS WHEREOF**, the Parties have agreed to execute this Contract on the date stated at the top of this Contract./.



**REPRESENTATIVE OF PARTY A**  
**General Director**

**REPRESENTATIVE OF PARTY B**  
**Director**

**Trinh Van Tue**

**Nguyen Van Phuong**



**PROPOSAL**

**For approval of the Economic Contract for the purchase and sale of steel  
billets for the period 2025 – 2026 with the Vinacomin – Mineral Holding  
Corporation**

To: General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020;

Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26, 2019;

Pursuant to the Charter on Organization and Operation of Cao Bang Cast Iron and Steel Joint Stock Company, as amended and supplemented for the fourth time, issued together with Decision No. 856/QD-GTCB dated July 21, 2021 by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

Pursuant to the Framework Contract for the purchase and sale of steel billets No. 138/VIMICO-CISCO/2024 dated July 1, 2024, between Vinacomin - Mineral Holding Corporation and Cao Bang Cast Iron and Steel Joint Stock Company, which was approved by the 2024 Annual General Meeting of Shareholders;

Pursuant to the Company's 2025 Business and Production Plan.

In order to ensure the continuity of the Company's business and production operations, the Board of Directors respectfully submits to the General Meeting of Shareholders for consideration and approval the Economic Contract for the purchase and sale of metallurgical coke for the period 2025–2026 with Vinacomin – Mineral Holding Corporation, as a basis for implementation.

Accordingly: The General Meeting of Shareholders is requested to authorize the Board of Directors to: (i) Approve the draft contract; (ii) Approve the implementation process, plan, and method of product consumption as a basis for signing the Economic Contract for the purchase and sale of steel billets for the period 2025–2026 with Vinacomin – Mineral Holding Corporation, in accordance with the actual production and business conditions of the Company, applicable laws, the Company's Charter, and the Resolution of the 2025 Annual General Meeting of Shareholders.

*(Attached is the draft contract for reference).*



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


Sincerely!

***Recipients:***

- As above;
- Archive: Archivist.

**ON BEHALF OF THE BOARD  
OF DIRECTORS**



  
**Ngo Quoc Trung**



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

**DRAFT**

**GOODS PURCHASE AND SALE CONTRACT**  
**No.: /VIMICO - CISCO/2025**

Pursuant to the Civil Code dated November 24, 2015;

Pursuant to the Commercial Law dated June 14, 2005, as amended and supplemented in 2017 and 2019;

Pursuant to the Law on Enterprises dated June 17, 2020;

Pursuant to Resolution No. /NQ - VIMICO dated / /2025 of the 2025 Annual General Meeting of Shareholders - Vinacomin – Mineral Holding Corporation;

Pursuant to Resolution No. /NQ-DHDCD dated / /2025 of the 2025 Annual General Meeting of Shareholders - Cao Bang Cast Iron and Steel Joint Stock Company;

Pursuant to Resolution No. /NQ - VIMICO dated / /2025 of the Board of Directors of Vinacomin – Mineral Holding Corporation.

Pursuant to the capabilities and needs of Parties.

Today, on 2025, at the headquarters of ....., we include:

**SELLER : CAO BANG CAST IRON AND STEEL JOINT STOCK COMPANY**

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

Address : 52 Kim Dong Street, Hop Giang Ward, Cao Bang City, Cao Bang Province, Vietnam.

Telephone : 0206.3953.369 ; Fax: 0206.3953.268

Tax code : 4800162247

- Account No. : 33010000017892, at BIDV, Cao Bang Branch.

- Account No. : 35256660666666, at MB Bank, Hoan Kiem Branch.

- Account No. : 39476789, at VP Bank.

Representative : Mr. **Nguyen Van Phuong** Position: Director

**BUYER : VINACOMIN – MINERAL HOLDING CORPORATION**

(Hereinafter referred to as the “Party B or VIMICO”)

Address : No. 193 Nguyen Huy Tuong Street, Thanh Xuan Trung Ward, Thanh Xuan District, Hanoi City, Vietnam.

Telephone : 0462 876666 ; Fax: 0462883333

Tax code : 0100103087.

- Account No. : 112000054351, at Vietinbank - Hai Ba Trung Branch

- Account No. : 1600073585, at BIDV - Transaction Office No. 3 Branch

- Account No. : 0021000243133, at Vietcombank - Hanoi Branch

- Account No. : 0571104010005, at MB Bank - Hoan Kiem Branch

- Account No. : 170114851000017, EximBank - Long Bien Branch, Hanoi.



- Account No. : 4522666888, at VP Bank

Representative : Mr. **Trinh Van Tue**

Position: General Director.

Both Parties have agreed and voluntarily entered into this Contract for the purchase and sale of steel billets (hereinafter referred to as the "**Contract**") under the following terms and conditions:

### **Article 1. Goods for sale**

1. Name of goods: Various types of steel billets (including liquid iron - if any).

2. Origin: The steel billets are manufactured by CISCO at the Cao Bang Integrated Iron and Steel Complex, located at Km7, National Highway 4A, Chu Trinh Commune, Cao Bang City, Cao Bang Province, Vietnam.

3. Specifications and quality of goods

#### 3.1 Goods specifications

- Rectangular bars shape, square cross-section, individually stacked.
- Cross-sectional dimensions: 150 mm x 150 mm. Tolerance: +/- 5 mm
- Length:  $\leq 6,330$  mm (specific to Buyer's order). Tolerance: +/- 100 mm
- Diagonal deviation: Maximum 10 mm.
- Corner radius or chamfer:  $R \leq 15$  mm.
- Total curvature: Maximum 10 mm/meter.
- Twist: Maximum 01 degree/meter.
- Surface condition: No warping, cracks, folds, or pores larger than 2 mm. Ends of billets must not be shrunken. Surface must be clean and free of scale.
- Marking, labeling: As per the manufacturer's regulations. Party A must clearly indicate the batch number and heat number on each billet to facilitate Party B's quality inspection.
- Actual specifications may vary from those declared in the Sales Contract (if any).

#### 3.2. Goods quality:

- In accordance with CISCO's internal standards (TCCS) for steel grades used in its business operations under Decision No. 1033/QD-CISCO dated August 14, 2024, and/or other TCCS issued by CISCO during the contract execution (if any).

- For products with specifications or qualities different from CISCO's TCCS (if any): According to the written proposal from VIMICO and subject to CISCO's production and supply capacity. This document shall be considered an integral part of the Contract.

- According to Party B's order and accepted by Party A, based on applicable standards in Vietnam, China, Japan, Russia, the United States, Germany, Italy, France, the UK, the EU, or other relevant standards for specific steel grades; at least 1 month prior to the earliest delivery date and specified in detail in each Contract Appendix.

### 4. Sale quantity:

4.1. Tentative sale quantity: **150,000 tons.**

4.2. Actual transaction quantity: Based on the actual production, consumption demand of CISCO and market conditions. The monthly, quarterly, and annual purchase quantities shall be implemented according to the Sales Contracts between Party B and



third-party customers purchasing steel billets (under this Contract) from Party B (hereinafter referred to as "**Party C**").

## **Article 2. Sale price of goods and contract value**

### **1. Price at the time of contract signing by both Parties (A&B):**

Provisional unit price (excluding VAT but including other applicable taxes, fees, and charges - if any) at the time of contract signing between both Parties (A&B) is: **VND 13,000,000 dong/tons of steel billets that meet the specifications and quality requirements stated in Article 1 of the Contract.**

2. Provisional contract value (including 10% VAT and other applicable taxes, fees, and charges - if any) is **VND 2,145,000,000,000 (In words: Two trillion, one hundred, forty-five billion Vietnamese dong).**

### **3. Official sale price:**

3.1. Official unit price: The official unit price of goods under this Contract shall be based on the market price at the time each transaction occurs - (minus) capital/financial/commercial costs (costs for organizing/participating in auctions, quotations, price negotiations - if any) related to this Contract. Capital/financial/commercial costs (if any) shall be deducted from the sales price of the monthly, quarterly shipments or at the end of the fiscal year, or upon contract settlement, or reimbursed by Party A to Party B through other mutually agreed forms/methods.

### **3.2. Market price shall be determined as follows:**

3.2.1. The unit price of steel billets (under this Contract) shall be the price at which Party B sells steel billets (under this Contract) to Party C, determined based on the result of price auctions, quotations, or price negotiations conducted by Party B in accordance with the sales regulations issued by VIMICO's Board of Directors (including any amendments, supplements, or replacements made after this Contract is signed - if any).

3.2.2. The unit price of steel billets (under this Contract) shall be the price at which Party B sells steel billets (under this Contract) to Party C, determined based on the result of auctions, quotations, or price negotiations organized by Party C. In this case, based on Party C's financial and commercial requirements, Party B shall consult and reach an agreement with Party A before participating in such auctions, quotations, or price negotiations.

4. The official value of this Contract shall be determined based on the actual quantity delivered, official unit price, and actual quality of the delivered lots under this Contract and the contract between Party B and Party C.

## **Article 3. Goods delivery and receipt**

1. Receiving Party: The Receiving Party shall be Party B or Party C at each instance where Party B successfully organizes a sale, as reflected in the Sales Contract between Party B and Party C. In this case, the Sales Contract signed between Party B and Party C and submitted to Party A shall be considered an Appendix to this Contract (except for provisions that conflict with the content and terms of this Contract), and shall be binding upon both Parties who shall be jointly obligated and responsible for implementation.

### **2. Delivery and receipt method and location:**



2.1. The goods shall be delivered on the transport vehicle of Party B (or Party C as designated by Party B) at the warehouse of Party A (address: Cao Bang Steel Complex – Km 7, National Highway 4A, Chu Trinh Commune, Cao Bang City, Cao Bang Province). Loading/unloading costs and risks of loss or damage of the goods shall transfer from Party A to Party B (or Party C) from the moment the goods are loaded onto the transport vehicle of Party B (or Party C as designated by Party B) as prescribed in this Contract.

2.2. Delivery and receipt at another location: In the event Party C requests delivery at a different location and/or by a different method, and Party A has agreed to this prior to Party B entering into a contract with Party C, then the method and place of delivery and receipt shall follow the Sales Contract between Party B and Party C. In such case, the point of transfer of costs and risks of loss or damage to the goods shall be from Party A to Party B (or Party C) from the moment the goods are unloaded from Party A's transport vehicle (and/or that of the transport service provider) at the designated delivery location agreed upon by Party B and Party C in the contract signed between them. Party A shall be responsible for organizing and arranging personnel, lifting equipment, loading/unloading, transportation, escorting, security, and insurance of goods (if any), and for bearing the cost of delivering the goods to Party C, ensuring smooth and timely delivery in accordance with the requirements set forth in the contract between Party B and Party C. The quantity of goods in this case shall be determined based on the actual weight at the delivery point; the unit price shall include all related costs such as loading/unloading, transportation, insurance, escort, and security. The goods shall be delivered to Party C at the designated delivery location.

2.3. Transportation of goods to the delivery location specified in Clause 2.2 of this Article:

a) Party B shall assist Party A in selecting and entering into a contract (or may authorize Party A to do so) for the transportation of goods from Party A's warehouse to the delivery location designated by Party C and shall pay transportation fees to the transport service provider (hereinafter referred to as "**Transport Party**" / "**Party D**").

b) CISCO shall be responsible for organizing, managing, insuring, preserving, and securing the goods during transport and shall bear all risks, losses, and arising costs (if any) from the time Party D receives the goods from Party A at the delivery point until delivery is completed to Party C. CISCO shall also reimburse VIMICO for transportation costs VIMICO has paid to Party D, as specified in Clause 2.3 of this Article.

c) Provisional unit transportation price (excluding VAT) is: **VND 450,000/tons of steel billets.**

d) Official unit transportation price:

According to the contract signed between VIMICO and the Transport Party. The Transport Party shall be selected by VIMICO via bidding, competitive offering, or direct contracting, in accordance with the "Regulation on Selection of Suppliers of Goods, Products, and Services Not Belonging to Investment Projects" issued by VIMICO under Decision No. 243/QĐ-VIMICO dated March 14, 2024 (including any amendments, supplements, or replacements, if any). The transportation price shall be determined and settled monthly or by shipment, depending on actual implementation.

e) Issuance of VAT invoice for transportation services:

Within 05 working days from the date of receipt of the VAT invoice issued by



the Transport Party, Party B shall issue and send Party A the VAT invoice for the transportation service;

### 3. Supply schedule and delivery plan:

3.1. Supply schedule: The quantity of goods under this Contract shall be supplied by Party A to Party B from July 2025 until the end of June 2026 (or until Party A successfully organizes its 2026 General Meeting of Shareholders — whichever comes later). Specific monthly, quarterly, and yearly schedules shall be implemented according to the contract between Party B and Party C.

In case Party A cannot deliver and/or Party B (or Party C - as designated by Party B) cannot receive the goods as scheduled due to objective reasons, Party B shall reach an agreement with Party C to adjust the delivery time accordingly; such agreement shall concurrently serve as the agreement between Party A and Party B.

3.2. Delivery batches: Goods shall be delivered in multiple times/lots/shipments, ensuring quantities comply with Article 1 of this Contract. Each shipment shall be no less than 1,000 +/- 5% tấn (or as per the quantity agreed upon between Party B and Party C if under 1,000 tons).

3.3. Daily delivery hours: From 07:00 AM to 10:30 PM daily (excluding holidays and Tet). If Party B (and/or Party C, as designated by Party B) wishes to receive goods outside of this timeframe, it must notify Party A's delivery representative at least 14 hours in advance to allow Party A to arrange personnel and loading equipment (if possible).

4. Delivery plan: At least 01 (one) day prior to delivery, Party B shall notify Party A of the receiving unit (Party C), and the quantity to be delivered via a Delivery Notice sent to Party A.

5. Delivery plan: The quantity of delivered goods shall be determined based on the actual weight measured by a suitable electronic scale at the delivery location. Party B (or Party C) shall send their staff to the delivery location to coordinate with Party A in monitoring, recording, and signing the Delivery and Receipt Minutes.

## **Article 4. Inspection, quality verification, and goods warranty**

### 1. Certificate of quality:

Party A shall provide Party B (or Party C) with all certifications (*Mill test*) issued by the Manufacturer for each shipment immediately after the delivery of that shipment is completed. In case Party B's order requires additional quality inspection by an independent inspection agency operating in Vietnam, and such inspection must be conducted by Party A prior to delivery, then the inspection cost shall be borne by Party A.

### 2. Re-inspection and Quality claim procedure:

#### 2.1. Re-inspection:

Party B (or Party C) is entitled to conduct its own re-inspection or request an independent inspection agency operating in Vietnam to carry out re-inspection of the goods' quality at the delivery site or at its own warehouse, in accordance with the sampling and inspection procedures of such agency. Party B (or Party C) shall bear all costs related to this re-inspection.

#### 2.2. Quality claim procedure:

In case of discrepancies in quality, Party B (or Party C) must submit a written quality complaint to Party A, accompanied by the inspection certificate/report of the



independent inspection agency (or the result of self-inspection), within 07 (seven) working days from the date the two Parties complete delivery of the relevant shipment. If Party B fails to lodge a written complaint within this time frame, it shall be deemed to have accepted that the goods conform to the Manufacturer's certificate (*Mill test*) provided by Party A and/or any inspection certificate/report issued by the independent inspection agency engaged by Party A, as specified in Clause 1 of Article 4.

2.3. Party A shall be responsible for handling quality complaints from Party B within 05 (five) working days from the date of receiving the written complaint from Party B (or Party C). If Party A fails to verify the complaint within this period, it shall be deemed to have accepted the complaint raised by Party B (or Party C).

In case Party A disagrees with the quality complaint from Party B (or Party C), Party A must issue a written notice of non-acceptance. Within 05 (five) working days from the date of such notice, the Parties (Party A and Party B or Party C) shall jointly agree to appoint one of the independent inspection agencies specified in Clause 3 of this Article to carry out sample collection and inspection as scheduled by the agency, following its procedures, under the supervision of both Parties. The inspection results provided by the agreed agency shall be binding on all Parties.

Based on the inspection results of the mutually appointed agency, if the inspection certificate/report confirms that the goods are defective, Party A shall bear all related inspection costs. Conversely, if the certificate/report confirms the goods are compliant, all related inspection costs shall be borne by Party B.

### 3. Inspection agencies:

The official inspection agency jointly agreed by both Parties to be the official inspection agency for the quality of goods (if any in case of a dispute over the quality of goods) shall be one of the following entities:

- Testing and Industrial Inspection Center of Institute of Energy and Mining Mechanical Engineering - Vinacomin (TVCI) - Address: No. 565, Nguyen Trai Street, Thanh Xuan District, Hanoi;

- Hanoi Branch of Vinacontrol Group Corporation (Vinacontrol) - Address: No. 96 Yet Kieu Street, Hai Ba Trung District, Hanoi;

- Directorate for Standards, Metrology and Quality — Technical Center for Standards, Metrology and Quality 1 (Quatest 1) - Address: No. 08 Hoang Quoc Viet Street, Cau Giay District, Hanoi;

- SGS Vietnam Co., Ltd - Address: 119 — 121 Vo Van Tan Street, Ward 6, District 3, Ho Chi Minh City (herein after called as SGS Vietnam) [- Applicable in case of dispute over CT5 $\pi$ C steel billets supplied internally by TKV to VMC.]

4. Party B (or Party C) has the right to return to Party A any quantity of steel billets that fail to meet quality standards (if any). Party A shall be responsible for accepting the return of such substandard billets (at Party B's warehouse or the designated recipient's warehouse, on Party A's transport vehicle).

5. Goods warranty: In the event that the steel billets fracture or break during rolling or drawing at the production facility of Party B (or Party C), Party B (or Party C) shall immediately cease use of the affected goods, preserve their condition, and promptly notify Party A for coordination. The Parties shall meet at a mutually agreed time at Party B's (or Party C's) production facility to discuss and implement appropriate remedial actions, with the aim of minimizing losses for both Parties (if



any).

6. Documents related to the quality complaint resolution process may initially be exchanged via fax, email, or zalo for timely resolution. However, the original hard copies must be sent to the other Party as soon as possible.

## **Article 5. Advances and Payments**

### **1. Advances for goods purchase:**

1.1. Advance payment (hereinafter referred to as “**Advances**” in this Contract and related documents) shall be understood as the amount paid by Party B to Party A for goods under this Contract before the transfer of ownership of the goods from Party A to Party B (or to Party C - as designated by Party B). The point at which Party A transfers ownership of the goods to Party B (or Party C) shall be deemed the time when Party A completes the delivery of goods, as evidenced by the Goods Delivery and Receipt Record signed by representatives of both Party A and Party B (or Party C), and Party A has issued and sent the corresponding Value-Added Tax invoice for the goods to Party B.

1.2. Advances amount: Party B shall advance to Party A an amount not exceeding 60% of the provisional contract value as specified in Clause 2, Article 2 of this Contract.

1.3. The timing and amount of each advances shall be reviewed and mutually agreed upon by the Parties, based on Party A's request and Party B's financial capacity.

1.4. Advances discount (capital/financing cost):

1.4.1. Advance payment discount shall be understood as the amount in VND that Party A deducts for Party B when Party B makes advance payments under this Contract (hereinafter referred to as the “**discount amount**”).

1.4.2. Discount amount ( $T_{CK}$ ) is determined as follows:

$T_{CK} = \text{Actual advance amount paid by Party B} \times (\text{multiplied}) \text{ Discount rate (\%/year)} \times (\text{multiplied}) \text{ Number of advance days : (divided) 365}$

In which:

- Actual advance amount paid by Party B is the actual amount transferred by Party B to Party A (including any amount owed by Party A to Party B that the Parties have mutually agreed to convert into an advance payment - if any).

- Discount rate:

Is calculated equivalent to Party B's short-term borrowing interest rate at BIDV – Transaction Office 3 (or any other bank mutually agreed upon by the Parties if Party B does not borrow from BIDV), applicable for each discount calculation period.

- Number of advance days:

Is calculated from the date Party B transfers the advance to Party A (or the date both Parties agree to convert debt into an advance payment - if any) to the date Party B deducts the advance from the payable amount, in accordance with this Contract.

1.4.3. The monthly/periodic discount amount shall be specified and confirmed by both Parties in a **written agreement on discount value** as per this Contract.

1.4.4. The total discount amount under this Contract shall be finalized by both Parties at the end of the fiscal year and/or upon final settlement of the Contract.

1.4.5. Documentation recording the payment and receipt of the discount shall be prepared in accordance with relevant laws and regulations.

1.5. The advance payment amount shall be gradually deducted in accordance with the



principle specified in Point 2.5, Clause 2 of this Article.

## 2. Deferred payment for goods purchase:

2.1. Deferred payment means that Party B shall make payment for the goods under this Contract to Party A after both Parties have completed the transfer of ownership of the goods (i.e., after the delivery and receipt of goods has been completed) and Party B has received the provisional Value-Added Tax invoice for the goods, or Party B makes payment after the Parties have completed the settlement of the value of each batch of delivered goods under the Contract and Party B has received the adjusted VAT invoice (if any) issued by Party A.

2.2. Payment currency: Vietnamese dong ("VND/VNĐ").

2.3. Payment method: Shall be made via bank transfer and/or by offsetting debts (if any). Party B shall bear the cost of the bank transfer and all related banking fees and charges (if any) arising from the payment transfer to Party A.

2.4. Payment schedule:

2.4.1. First payment: Party B shall pay up to 95% of the provisional value of the delivered batch within 30 working days from the date on which the Parties have completed the delivery (or provisional delivery) of the batch, and Party B has received the VAT invoice reflecting the provisional value of the batch issued and sent by Party A.

2.4.2. Final payment: Party B shall pay Party A the remaining value of the batch (if any) within 30 days from the date on which the Parties sign **the Settlement Record for the batch (or an equivalent document of similar legal validity)**.

2.5. Payment documentation for each batch:

- Payment request letter from Party A to Party B (only required for bank transfer payments).
- Original Goods delivery and receipt record of billet steel between Party A and Party B (or Party C).
- Original Record confirming and agreeing upon the batch quality (or another legally equivalent document) between Party A and Party B (or Party C).
- Original Settlement Record of the final batch value between Party A and Party B.
- Valid and legal VAT invoice for the actual goods sold and purchased, issued by Party A and sent to Party B.

2.6. Issuance of VAT invoices for goods

2.6.1. Buyer's information: As stated at the beginning of this Contract and/or as updated by Party B in written notifications during Contract performance (if any).

2.6.2. Issuance of provisional VAT invoices for goods:

a) Quantity on provisional invoice Shall reflect the quantity of billet steel of various types already delivered (or provisionally delivered) and received (or provisionally received) by Party B (or Party C). If, due to objective reasons, the Parties (A & B or C) have not completed delivery of the batch but Party B (or Party C) needs to provisionally receive and store the goods at Party A's warehouse, then the quantity shall be determined based on the average weight of the billet bars. In this case, the quantity on the provisional VAT invoice shall be understood as the provisional quantity of steel billets.

b) Provisional unit price: Shall be the provisional unit price agreed between Party



B and Party C under their sales contract;

c) VAT rate: In accordance with applicable laws effective at the time of the actual sale transaction (at the time ownership is transferred).

d) Content and timing of invoice issuance: Shall follow the provisions of relevant applicable laws.

#### 2.6.3. Issuance of VAT invoices to adjust issued provisional VAT invoices:

After Party A and Party B (or Party C) determine the actual quantity of steel billets delivered (for which a provisional invoice was issued) and/or after both Parties sign the official Settlement Record for the batch (or an equivalent legal document), Party A shall issue an adjusted VAT invoice (either increasing or decreasing) reflecting changes in quantity, unit price, total value of goods, and VAT amount as compared to the provisional invoice.

2.6.4. The VAT Invoice may be adjusted multiple times but the final adjusted invoice must reflect the accurate and actual quantity and value of goods transacted (delivered and received) between the Parties.

2.6.5. Invoice recipient email: [Lamtchc@gmail.Com](mailto:Lamtchc@gmail.Com) and [dungntt.vimico@gmail.com](mailto:dungntt.vimico@gmail.com)

### **Article 6. Responsibilities of the Parties**

#### 1. Responsibilities of Party A:

1.1. Be legally responsible for the origin, source, and ownership of the goods sold to Party B/Party C;

1.2. Deliver to Party B the full quantity of goods as specified in Article 1 of the Contract. Fully perform the obligations and responsibilities stated in the Contract.

1.3. Facilitate Party B (and/or Party C) during the delivery and receipt process. Guide and manage Party B or Party C's representatives (including any individuals hired by Party B/Party C for goods transportation - if any) when entering the delivery and receipt area under Party A's management;

1.4. Be responsible for ensuring that the electronic scale used meets all legal requirements.

1.5. Be ultimately responsible for the quality of goods delivered to Party B's customers and coordinate with Party B and other relevant parties to resolve any complaints from Party B's customers.

1.6. Promptly update and notify Party B of any unusual changes in the quantity and quality of the manufactured goods.

1.7. Upon Party B's request, provide Party B with a declaration of origin issued by the domestic manufacturer/supplier of raw materials, in the format specified in Appendix X of Circular No. 05/2018/TT-BCT dated April 3, 2018, issued by the Ministry of Industry and Trade on rules of origin (and/or in accordance with any amendments, supplements, or replacements issued during the execution of this Contract - if any).

1.8. Confirm the actual quantity of goods delivered and received, and prepare a Confirmation Record of the value of each batch/contract in accordance with the terms specified in this Contract;

1.9. Closely coordinate with Party B (or Party C) to resolve any issues (if any) arising during the delivery/receipt or execution of the Contract.

1.10. Issue VAT invoices for the goods in accordance with regulations;

1.11. On a monthly basis, no later than the 20th of each month (or the next



working day if the 20th falls on a holiday), provide Party B with a notification of the consumption demand plan for the following month (including: estimated inventory of steel billets by the end of the current month, production plan, consumption plan, ...).

1.12. On a quarterly basis, before the 20th of the last month of each quarter (or the next working day if the 20th falls on a holiday), provide Party B with a notification of the consumption plan for the next quarter (including: estimated inventory of billet steel at the end of the quarter, production plan, quarterly consumption plan,...).

1.13. Determine and notify Party B of the floor selling price of billet steel upon Party B's request. In this case, Party A shall bear full legal responsibility for the floor price it determines and provides to Party B.

1.14. Fulfill all other obligations as agreed upon in this Contract and in accordance with applicable laws.

## 2. Responsibilities of Party B:

a) Notify Party A of the delivery and receipt schedule.

b) Make payment to Party A for the goods in accordance with the quality and quantity received as stipulated in the Contract. Fully perform the obligations and responsibilities stated in the Contract.

## Article 7. Authorization and acceptance of authorization

1. In the event that Party B enters into a steel billets sale contract under this Contract with Party C, Party B shall authorize, and CISCO shall accept the authorization, to perform the following:

1.1. Directly contact and organize the delivery and receipt of goods under this Contract with Party C in accordance with the contract between Party B and Party C.

1.2. Guide and manage the representative(s) receiving goods on behalf of Party C (including those hired by Party C for goods transportation, if any) when entering the delivery area under CISCO's management (if delivery occurs at Party A's warehouse); or coordinate with Party C to guide and manage the representatives of the transportation service provider (hereinafter referred to as/abbreviated as "VT") during the delivery, receipt, and transportation of goods under this Contract and the contract between Party A and Party C, when on the road and in the delivery area under CISCO and Party C's management.

1.3. Require Party C's representative (or the VT) to strictly comply with CISCO's and Party C's regulations and instructions when entering the delivery area; be fully liable before the law and for any associated risks in the event of violations causing damage to themselves or to the persons or property of Party C or CISCO; in the event that a violation causes damage to the persons or property of Party C, CISCO, or any third party, they must compensate Party C and CISCO for the full value of such damages;

1.4. Coordinate with Party C and the VT to resolve any issues (if any) during the goods delivery/receipt process and/or in the performance of authorized tasks from VIMICO.

1.5. Weigh, record, summarize, reconcile, prepare, and sign delivery and receipt documentation (including Weighing Slips, Warehouse Release Notes, Daily Delivery and Receipt Minutes, and Summary Delivery and Receipt Reports for each batch) with Party C (or the VT);

1.6. Together with Party C, collect, process, divide samples, and send them for



arbitration analysis in the event that Party C makes a quality-related complaint under the terms of this Contract and the contract between Party B and Party C.

1.7. Together with Party C, reconcile, agree upon, prepare, and sign confirmation minutes on the actual quantity and quality of the delivered goods batch in accordance with this Contract and the contract between Party B and Party C;

1.8. Together with the VT, inspect and accept the transported quantity and value of goods in accordance with the contract between Party B and the VT.

1.9. Perform other tasks (if any) as notified by VIMICO to CISCO and/or as otherwise agreed in the goods sale contract under this Contract signed between Party B and Party C;

2. The actual quantity and quality of goods delivered and received, jointly confirmed by CISCO and Party C, shall serve as the basis for determining and agreeing upon the value of goods sold under this Contract between VIMICO and CISCO, and between Party B and Party C under the contract between Party B and Party C.

3. The actual quantity and quality of goods transported and received, jointly confirmed by CISCO and the VT, shall serve as the basis for determining and agreeing upon the transportation cost of goods under this Contract between VIMICO and CISCO, and between Party B and the VT under the contract between Party B and the VT.

4. VIMICO shall have full discretion to unilaterally amend any or all of the contents and scope of the above authorization at any time, provided the authorized tasks have not yet been carried out.

#### **Article 8. Force majeure**

1. A force majeure event refers to any event, circumstance, or situation that occurs objectively after the signing of this Contract, is beyond the control and reasonable foresight of the Parties, and cannot be overcome despite all necessary and possible measures having been taken, thereby causing the affected Party to be unable to perform part or all of its obligations under the Contract.

2. A force majeure event includes, but is not limited to, the following events, circumstances, or situations or others of a similar nature, provided that they satisfy the conditions set out in Clause 1 of this Article:

(a) Storms, cyclones, floods, droughts, earthquakes, tsunamis, abnormally severe weather, or any other natural disaster;

(b) Fire, explosion, epidemic requiring quarantine as prescribed by competent authorities;

(c) War (declared or undeclared), invasion, armed conflict, or hostile acts by foreign powers;

(d) Acts of terrorism, blockade, embargo, riot, rebellion, sabotage;

(e) Strikes, walkouts, assaults, factory blockades;

(f) Decisions of competent state authorities.

3. When a force majeure event occurs, the affected Party must notify the other Party at the earliest possible time. Within 05 (five) days from the occurrence of the event, the affected Party must provide written notice to the other Party detailing the event, its impact on the affected Party's performance under the Contract, and propose remedial measures. This written notice must be accompanied by documentation issued by a competent authority



at the location of the force majeure event confirming its occurrence.

Within 02 (two) days after the force majeure event ends, the affected Party must send a written notice to the other Party confirming the termination of the event. Within the next 07 (seven) days, the affected Party must provide the other Party with a written confirmation of the force majeure event issued by a competent authority at the place where the event occurred. This confirmation must describe the event, its location, time of occurrence and duration, consequences, and its impact on the performance of the Contract, etc.

If the affected Party fails to fully perform the notification and document provision obligations in accordance with this Clause, it shall forfeit its right to exemption from liability under Clause 5 of this Article.

4. During the force majeure period, the affected Party shall provide the other Party with regular reports on the implementation of remedial measures to prevent or mitigate the impact of the event and other information reasonably requested by the other Party. The Parties shall continue to perform their obligations under the Contract to the extent permitted by actual circumstances and shall take all reasonable measures to fulfill unaffected parts of the Contract.

5. Except for the obligation to make payment for goods or services already rendered prior to the occurrence of the force majeure event and/or other related monetary obligations (if any), the Party that fails to perform its obligations under this Contract due to the force majeure event shall be exempted from liability.

6. If a Party is unable to perform its contractual obligations for a continuous period of 90 days from the occurrence of the force majeure event, either Party has the right to issue written notice to the other Party at least 15 (fifteen) days in advance to unilaterally terminate the Contract. The Contract shall be deemed terminated on the date specified in the termination notice.

After the termination notice is sent, the Parties shall continue to perform any outstanding obligations up to the date of termination, except for those obligations that are exempted from liability. For the avoidance of doubt, under no circumstances shall either Party be exempted from the payment obligations referred to in Clause 5 of this Article, whether the Contract is terminated or not.

#### **Article 9. Dispute resolution**

1. Party A and Party B shall be responsible for resolving any disputes arising between the two parties through negotiation and conciliation.

2. If such resolution is unsuccessful, then within 60 working days from the date negotiations are deemed unsuccessful, either Party shall have the right to submit the dispute to a competent court in accordance with the laws of Vietnam for settlement. The court's judgment shall be final and binding on both Parties. All costs and expenses related to the court proceedings (including attorney fees) shall be borne by the losing Party.

#### **Article 10. Miscellaneous provisions**

1. Neither Party shall have the right to amend or supplement this Contract without the prior written consent of the other Party. Any amendment or supplement shall only be valid when agreed upon in writing by both Parties.

2. Any Party that unilaterally changes, violates the terms of this Contract, or cancels/terminates this Contract without a legitimate reason and without the other Party's consent, shall be liable to compensate the other Party for all resulting damages.



3. This Contract shall take effect from the date of signing until **June 30, 2026**, or after the conclusion of the Annual General Meeting of Shareholders in 2026 - **whichever comes later**.

4. This Contract is made in 08 (eight) original copies in Vietnamese, each having equal legal validity, with each Party retaining 04 (four) copies for implementation purposes.

**The Parties hereby agree to sign this Contract on the date stated at the top of this Contract./.**

**REPRESENTATIVE OF PARTY A  
DIRECTOR**

**REPRESENTATIVE OF PARTY B  
GENERAL DIRECTOR**

**Nguyen Van Phuong**

**Trinh Van Tue**





No: ~~906~~/TTr-CISCO

*Cao Bang, Jun2, 2025*

**PROPOSAL**

**Regarding the Approval of the Policy to Increase the Charter Capital  
Cao Bang Iron and Steel Joint Stock Company**

To: The General Meeting of Shareholders of Cao Bang Cast Iron and Steel  
Joint Stock Company.

Based on Enterprise Law No. 59/2020/QH14 dated June 17, 2020;

Based on Securities Law No. 54/2019/QH14 dated November 26, 2019;

Based on Law No. 56/2024/QH15 amending and supplementing Securities Law  
No. 54/2019/QH14;

Based on Decree No. 155/2020/ND-CP dated December 31, 2020, of the  
Government, detailing the implementation of certain provisions of the Securities Law;

Based on Circular No. 51/2021/TT-BTC dated June 30, 2021, of the Ministry  
of Finance, guiding the obligations of organizations and individuals in foreign  
investment activities in the Vietnam stock market;

Based on The Charter on Organization and Operation of Cao Bang Iron and  
Steel Joint Stock Company, amended and supplemented for the fourth time, issued  
under Decision No. 856/QD-GTCB dated July 21, 2021, of the Board of Directors of  
Cao Bang Iron and Steel Joint Stock Company;

Based on The actual operational situation and capital needs of the Company;

The production and exploitation plan for the Na Rua Iron Mine North Area,  
with an estimated total site clearance cost for 75ha of 1,142.23 billion VND  
(including 826 billion VND for compensation and site clearance, 250 billion VND for  
soil and rock stripping for production preparation, 50 billion VND for resettlement  
support, and 16 billion VND for auxiliary works).

For the 2025-2026 period, the Company will conduct site clearance for 21ha  
first, with a total cost of 630 billion VND (including 350 billion VND for  
compensation and site clearance, 30 billion VND for other costs to commence  
operations at the mining site, and 250 billion VND for soil and rock stripping for  
production preparation). The Company has contacted and worked with the Vietnam  
Bank for Investment and Development - Cao Bang Branch (BIDV Cao Bang), which  
has committed to providing credit for the item: Soil and rock stripping for production  
preparation: 174 billion VND. Therefore, the own capital required to implement Phase  
1 is 456 billion VND (in words: Four hundred fifty-six billion VND).



The Board of Directors respectfully submits to the General Meeting of Shareholders for consideration and approval of the policy to increase the charter capital of Cao Bang Iron and Steel Joint Stock Company, as follows:

CISCO will increase its charter capital from 430 billion VND to 886 billion VND through a private placement of shares to increase the Company's charter capital (to a list of fewer than 100 investors approved by the Board of Directors, including: TKV Minerals Corporation, PC1 Group Joint Stock Company, Ha Giang Minerals and Mechanics Joint Stock Company, etc.). Due to CISCO's financial statements for 2024 reporting a loss of 160 billion VND, pursuant to Clause b, Paragraph 2, Article 15 of the Securities Law 2019: "b) The business operations of the year immediately preceding the offering registration year must be profitable, and there must be no accumulated losses as of the offering registration year," CISCO does not meet the conditions for a public offering to existing shareholders. Therefore, to ensure sufficient capital for Phase 1 of the project, the Company plans to offer 45,600,000 shares privately, with a total value of 456 billion VND, to professional securities investors (including but not limited to existing shareholders interested in purchasing shares).

In the event that CISCO does not sell all the shares as per the private placement plan, to secure capital for project implementation, TKV Minerals Corporation will provide additional capital to CISCO corresponding to the unraised capital portion, up to a maximum of 456 billion VND.

*(Details of the share offering plan are attached to this document).*

We respectfully submit to the 2025 Annual General Meeting of Shareholders of Cao Bang Iron and Steel Joint Stock Company for consideration and approval.

Sincerely!

**Recipients:**

- As above;
- Archive: Archivist, BOD.

**O/B. BOARD OF DIRECTORS  
CHAIRMAN**



**Ngô Quốc Trung**



## PLAN FOR PRIVATE PLACEMENT OF SHARES TO INCREASE CHARTER CAPITAL

(Attached to Proposal No.: 906 /TTr-CISCO, Jun2 2025)

### I. GENERAL INFORMATION ABOUT THE ISSUING ORGANIZATION

Company Name: Cao Bang Iron and Steel Joint Stock Company

Address: No. 52, Kim Dong Street, Hop Giang Ward, Cao Bang City, Cao Bang Province

Telephone: 0206 3953 369

Charter Capital: 430,063,660,000 VND (in words: Four hundred thirty billion sixty-three million six hundred sixty thousand VND)

Number of Outstanding Shares: 43,006,366 shares

Legal Representative: Mr. Nguyen Van Phuong – Director

Stock Code: CBI

Stock Exchange: UPCOM

Business Registration Certificate: No. 4800162247, issued by the Department of Planning and Investment of Cao Bang Province on October 18, 2006, and amended for the 10th time on June 10, 2022

Main Business Activities: Iron ore mining, surveying, exploration, exploitation, processing, and trading of various minerals, etc.

Main Product: Steel billets

### II. INFORMATION ABOUT THE SHARE OFFERING

#### 1. Purpose of the Share Offering

The Company is offering shares to raise capital to implement the production and exploitation plan for the Na Rua Iron Mine North Area, as approved by Resolution No. 586/NQ-GTCB-DHDCD dated April 27, 2023, of the 2023 Annual General Meeting of Shareholders. The project has an estimated total site clearance cost for 75ha of 1,142.23 billion VND (including 826 billion VND for compensation and site clearance, 250 billion VND for soil and rock stripping for production preparation, 50 billion VND for resettlement support, and 16 billion VND for auxiliary works).

For Phase 1 (2025–2026), the Company will conduct site clearance for 21ha with a total estimated cost of 630 billion VND (including 380 billion VND for compensation and site clearance and 250 billion VND for soil and rock stripping for production preparation).

Capital Structure:

Own capital for Phase 1: 456 billion VND (in words: Four hundred fifty-six billion VND)

Bank loan capital: 174 billion VND



## **2. Plan for Private Placement of Shares to Increase Charter Capital**

**Issuing Organization: Cao Bang Iron and Steel Joint Stock Company**

Share Name: Shares of Cao Bang Iron and Steel Joint Stock Company

Type of Shares Offered: Common shares

Par Value: 10,000 VND/share

Total Number of Shares Offered: 45,600,000 shares (in words: Forty-five million six hundred thousand shares)

Total Offering Value at Par: 456,000,000,000 VND (in words: Four hundred fifty-six billion VND)

Expected Number of Shares After Offering: 88,606,366 shares

Expected Charter Capital After Offering: 886,063,660,000 VND

Offering Ratio (Number of Shares Offered / Outstanding Shares): 106.03%

Offering Method: Private placement

Offering Price: 10,000 VND/share

Principle for Determining Offering Price: To be determined by the Board of Directors and submitted to the General Meeting of Shareholders for approval.

Target Investors: Professional securities investors meeting legal requirements under Clause 1, Article 11 of the Securities Law. The Board of Directors will decide on detailed criteria for submission to the General Meeting of Shareholders for approval.

Selection of Professional Securities Investors: The Board of Directors will decide the list of professional securities investors to purchase the offered shares (including but not limited to existing shareholders, members of the Board of Directors, Supervisory Board, and Management Board who meet legal requirements and are interested in purchasing shares). The Board will also determine the number of shares allocated to each investor, ensuring compliance with regulations on foreign ownership ratios and cross-ownership. During the offering process, the Board may adjust or replace investors, provided the replacement investors meet the criteria approved by the General Meeting of Shareholders.

Number of Investors: The offering will be made to fewer than 100 investors. The General Meeting of Shareholders authorizes the Board of Directors to determine the number of investors purchasing the offered shares based on the actual situation of the offering and investor demand, ensuring the success of the offering.

Handling of Unsold Shares:

If investors who registered to purchase shares fail to pay or purchase the full number of registered shares at the time of payment notification, the General Meeting of Shareholders authorizes the Board of Directors to continue offering the unsold shares to other investors who meet the approved criteria, including but not limited to investors previously approved by the Board. The Board will select investors to ensure the success of the offering and compliance with applicable laws. The offering price



for these investors will be the same as the price approved by the General Meeting of Shareholders.

The handling of unsold shares will comply with Article 42 of Decree 155/2020/ND-CP, Article 35 of the Securities Law on public offerings, and other conditions under Clause 2, Article 195 of the Enterprise Law and related regulations.

At the conclusion of the offering, if investors do not purchase all the registered shares, the General Meeting of Shareholders authorizes the Board of Directors to determine the actual number of shares offered and the actual increase in charter capital based on the offering results.

**Restriction on Offering Ratio:** No specific restriction. If the offering does not achieve the registered number of shares, the Board of Directors will decide to use other capital sources (e.g., revenue from business activities or other mobilized capital) to supplement the funds needed to implement the Company's investment project.

**Transfer Restriction:** Shares offered through the private placement are restricted from transfer for 1 year from the completion date of the offering (the date when payment for the shares is fully collected from investors).

**Expected Dilution:** The private placement may result in dilution risks, including dilution of earnings per share (EPS), book value per share (BVPS), ownership ratio, and voting rights. The Board of Directors will determine details for submission to the General Meeting of Shareholders for approval.

**Transfer of Purchase Rights:** Investors purchasing shares in the private placement are not allowed to transfer their purchase rights to other entities.

**Implementation Timeline:** The offering is expected to be implemented in 2025, within 90 days from the date the State Securities Commission approves the Company's share offering. The specific offering timeline will be determined by the Board of Directors based on suitable conditions and compliance with legal regulations.

**Ensuring Compliance with Foreign Ownership Ratio:** The Board of Directors will submit to the General Meeting of Shareholders or be authorized to decide on a plan to ensure the share offering complies with regulations on foreign ownership ratios as stipulated by law.

**Commitment to Stock Market Trading:** The Company commits to listing the additionally offered shares for trading on the stock market within the timeframe prescribed by law from the completion of the offering.

### **3. Plan for Using Proceeds from the Share Offering**

The expected proceeds from the share offering are 456 billion VND. The Company plans to use these proceeds as follows:

Based on Resolution No. 586/NQ-GTCB-DHDCD dated April 27, 2023, of the 2023 Annual General Meeting of Shareholders approving the production and exploitation plan for the Na Rua Iron Mine North Area, and based on the plan with an estimated total site clearance cost for 75ha of 1,142.23 billion VND (including 826 billion VND for compensation and site clearance, 250 billion VND for soil and rock stripping for production preparation, 50 billion VND for resettlement support, and 16





billion VND for auxiliary works).

For Phase 1 (2025–2026), the Company will conduct site clearance for 21ha (out of 75ha) with a total estimated cost of 630 billion VND (including 380 billion VND for compensation and site clearance and 250 billion VND for soil and rock stripping for production preparation). The Company has worked with the Vietnam Bank for Investment and Development - Cao Bang Branch (BIDV Cao Bang), which has committed to providing credit for the item: Soil and rock stripping for production preparation: 174 billion VND. Therefore, the own capital required for Phase 1 is 456 billion VND (in words: Four hundred fifty-six billion VND).

The plan for arranging and using the proceeds from the offering is as follows:

No	Purpose of Capital Use	Total project implementation cost (million VND)	Proceeds from the Offering (million VND)	Bank loan capital (million VND)
1	Compensation and Site Clearance Costs for the Na Rua Iron Mine North Area Exploitation Project	380,000	380,000	0
2	Cost of Stripping Soil and Rock for Production of the Na Rua Iron Mine North Area Exploitation Project	250,000	76,000	174,000
	<b>Total</b>	<b>630,000</b>	<b>456,000</b>	<b>174,000</b>

If, after CISCO conducts the private placement of shares to increase the company's charter capital, it does not sell all the shares as per the offering plan, to secure the capital needed to implement the project, TKV Minerals Corporation will provide additional capital to CISCO corresponding to the unraised capital portion, up to a maximum of 456 billion VND.

#### **4. Registration for Deposit and Listing of Shares Post-Offering**

Upon completion of the share offering to increase charter capital, all additional shares issued will be registered for supplementary deposit with the Vietnam Securities Depository and Clearing Corporation (VSDC) and for supplementary trading registration with the Hanoi Stock Exchange (HNX). The General Meeting of Shareholders authorizes and assigns the Board of Directors to carry out the necessary procedures for supplementary deposit registration and supplementary listing of the offered shares in accordance with current legal regulations and the Company's Charter.

#### **5. Amendment and Supplementation of Charter Capital Based on Actual Offering Results and Related Provisions in the Company's Charter. Re-registration of Business Registration with the New Capital Level**

Proceed with amending the business registration with the competent state authority to reflect the new capital scale after the completion of the share offering to increase charter capital.

Amend the Company's Charter provisions related to the charter capital to align with the actual charter capital raised from the offering.

#### **6. Authorization and Assignment to the Board of Directors for Implementation**



The General Meeting of Shareholders authorizes and assigns the Board of Directors to decide and implement the following tasks, including but not limited to:

Decide on procedures and tasks related to the implementation of the share offering plan to increase charter capital in accordance with legal regulations.

Determine the specific timing for implementing the share offering plan. Decide on adjustments or additions to the list of professional securities investors purchasing shares (including the allocation of shares to each investor) while ensuring compliance with legal regulations.

Decide on a detailed capital utilization plan, including adjustments to the capital utilization plan as deemed necessary based on actual conditions, and report to the General Meeting of Shareholders at the nearest meeting. Proactively allocate the actual capital raised from the offering to the purposes outlined in this plan or other purposes, ensuring no harm is caused to the Company.

Decide on all procedures to ensure the share offering complies with foreign ownership ratio regulations, including but not limited to procedures for locking the foreign ownership room before, during, and after the share offering.

Oversee the preparation and explanation of the application dossier for the share offering registration to be submitted to the State Securities Commission (SSC) and other relevant state authorities.

Carry out procedures to amend the Business Registration Certificate with the Department of Planning and Investment after completing the share offering. Amend and supplement the Company's Charter on Organization and Operation to reflect the new increased charter capital.

Perform procedures for supplementary deposit registration with the Vietnam Securities Depository and Clearing Corporation and supplementary trading registration with the Hanoi Stock Exchange for the total number of common shares offered as approved by the General Meeting of Shareholders.

During the implementation of the share offering plan, the General Meeting of Shareholders authorizes the Board of Directors to supplement, revise, finalize, or adjust the offering plan as required by state authorities to ensure the capital raising is conducted legally and in compliance with regulations.

Perform other tasks related to the implementation of the share offering plan outlined above.

The Board of Directors is authorized to delegate to the Chairman of the Board or the Director of the Company to perform one or more of the tasks listed above.

### **III. ORGANIZATION OF IMPLEMENTATION**

The General Meeting of Shareholders authorizes the Board of Directors and the Director to implement the related tasks in accordance with the Company's Charter and applicable legal regulations./.





## PROPOSAL

### Approval of the capital plan for implementing the production and mining plan in the Northern area of Na Rua Iron Mine for the 2025–2026 period

To: The General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company.

Pursuant to the Charter on the organization and operation of Cao Bang Cast Iron and Steel Joint Stock Company, as amended and supplemented for the fourth time, issued together with Decision No. 856/QD-GTCB dated July 21, 2021 by the Board of Directors of Cao Bang Cast Iron and Steel Joint Stock Company;

The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the capital plan to implement the production and mining plan in the Northern area of Na Rua Iron Mine for the 2025–2026 period, with the details as follows:

- Pursuant to Resolution No. 586/NQ-GTCB-DHDCD dated April 27, 2023, of the 2023 Annual General Meeting of Shareholders approving the production and mining plan in the Northern area of Na Rua Iron Mine. Accordingly, the production and mining plan for the Northern area of Na Rua Iron Mine includes a total estimated cost of site clearance and compensation for 75 hectares amounting to **VND 1,142.23 billion** (*comprising: VND 826 billion for compensation and site clearance, VND 250 billion for earth and rock removal in preparation for production, VND 50 billion to support the resettlement area, and VND 16 billion for auxiliary works*).

- During the 2025–2026 period, the Company will carry out site clearance for 21 hectares out of 75 hectares, with an estimated total cost of **VND 630 billion** (*including VND 350 billion for site clearance compensation; VND 30 billion for other expenses to bring the Northern mining site into operation; and VND 250 billion for earth and rock removal in preparation for production*) detailed as follows:

- Bank loan from Bank for Investment and Development of Vietnam (BIDV) – Cao Bang Branch (for the item: cost of earth and rock removal in preparation for production): **VND 174 billion**

- Equity capital for implementing Phase 1: **VND 456 billion**

*(A cost summary table is attached).*



Respectfully submitted to the 2025 Annual General Meeting of Shareholders of Cao Bang Cast Iron and Steel Joint Stock Company for consideration and approval./.

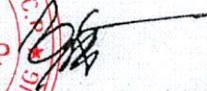
Sincerely!

***Recipients:***

- As above;
- Archive: Archivist, BOD.

**O/B. BOARD OF DIRECTORS  
CHAIRMAN**



  
\_\_\_\_\_  
**Ngo Quoc Trung**



**Capital Utilization Requirement Table**  
**Construction Investment Projects in 2025**  
*(Attached to proposal No. 907 TTr-CISCO, Jun2,2025)*

NO	Items	Area (ha)	Value	Disbursed before December 31, 2024	Total capital requirement for 2025	Capital utilization requirement											
						2025											
						T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12
1	Support for compensation costs for the Na Rua iron mine resettlement project	15,1	50,20	32,00	18,20		18,20										
2	Na Rua Iron Mine Open-Pit Mining Investment Project		423,92	35,00	361,54	2,50	-	2,00	0,30	2,54	-	2,05	0,50	145,92	87,18	100,26	18,30
2.1	Site clearance of Waste Dump No. 3	9,5	38,14	35,00	2,50	2,50											
2.2	Cost of hiring organization for site clearance of the North mining area	21	8,50		8,50			1,70		1,70		1,70					3,40
2.3	Site clearance of the North mining area (Area: 21 ha)	21	350,90		324,16									138,69	85,22	100,26	
2.4	Prepare project amendment documents	311,59	0,50		0,50			0,15				0,35					
2.5	Cost for verification of project adjustment documents		0,15		0,15								0,15				
2.6	Prepare the adjusted construction drawing design	311,59	0,50		0,50			0,15					0,35				
2.7	Cost for verification of adjusted construction drawing design		0,15		0,15									0,15			
2.8	Preparation and approval of the Environmental Impact Assessment report (adjusted)	311,59	1,00		1,00				0,30					0,70			
2.9	Project: Goong Stream Diversion		4,78		4,78									1,43			3,35
2.10	Works: Toe Berm of Waste Dump No. 03		1,50		1,50									0,45			1,05
2.11	Work: Roads, water supply and treatment systems, electricity,...		15,00		15,00									4,50			10,50
2.12	Cost of mine clearance	37,98	2,80		2,80					0,84					1,96		





NO	Items	Area (ha)	Value	Disbursed before December 31, 2024	Total capital requirement for 2025	Capital utilization requirement											
						2025											
						T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12
3	Investment Project for the Steel Rolling Mill Line at Cao Bang Iron and Steel Complex	1,9	179,80	-	1,00			0,15			0,50			0,35			
3.1	Consulting for preparing the Project Feasibility Study Report		0,50					0,15			0,35						
3.2	Consultancy for preparing the Environmental Impact Assessment report of the project		0,50								0,15			0,35			
	Total (1+2+3)		653,92		380,74	2,50	18,20	2,15	0,30	2,54	0,50	2,05	0,50	146,27	87,18	100,26	18,30

*Funding sources: Equity capital and other sources*

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# SUMMARY COST TABLE FOR EARTH AND ROCK EXCAVATION, DRILLING - BLASTING, LOADING, AND TRANSPORTATION WORKS

(Attached to proposal No.: 907 /TTr-CISCO, Jun, 2025)

NO	Description	Unit	Quantity	Unit Price (VND)	Amount (VND)	Note
<b>I</b>	<b>Drilling, loading, and transport works</b>					
1	Rock drilling diameter ≤165mm	m3	2.400.000			
-	Hardness f: 5-6	"	1.237.102	3.040	3.760.574.706	
-	Hardness f: 10	"	1.162.898	5.325	6.192.156.552	
2	Rock drilling diameter ≤42mm	"	360.000			
-	Oversized rock drilling, ratio 15%	"	360.000	6.143	2.211.317.554	
3	Earth excavation, Bucket excavator <3m3	"	600.000			
-	Earth and rock of Class I category		600.000	6.622	3.972.934.384	
4	Rock excavation, Bucket excavator <3m3	"	2.400.000			
-	Earth and rock of Class III category		2.400.000	9.241	22.177.366.335	
5	Transportation of waste soil, a distance of 2.2 km, with a density of 2.15, and vehicle load capacity <40T	T.km	2.838.000	6.836	19.400.868.249	
6	Transportation of waste rock, a distance of 2.6 km, with a density of 2.76, and vehicle load capacity <40T	T.km	17.222.400	6.579	113.309.953.842	
7	Leveling soil and rock at the waste dump site	m3	900.000	3.693	3.323.863.984	
*	<b>Tổng chi phí trực tiếp</b>	<b>Dong</b>			<b>174.349.035.605</b>	
*	<b>Provision costs</b>	<b>%</b>		10	<b>17.434.903.560</b>	
*	<b>Total cost before VAT</b>	<b>Dong</b>			<b>191.783.939.165</b>	
<b>II</b>	<b>Blasting work</b>					
1	Blasting with diameter ≤ 165mm	m3	2.400.000	-	-	
-	Hardness f: 9	0	1.200.000	10.526	12.631.494.498	
-	Hardness f: 10	"	1.200.000	12.382	14.858.857.665	
2	Blasting with diameter ≤ 42mm	0	360.000	14.019	5.046.859.959	
*	<b>Total direct cost</b>	<b>Dong</b>	-	-	<b>32.537.212.122</b>	





NO	Description	Unit	Quantity	Unit Price (VND)	Amount (VND)	Note
*	Provision costs	%	-	10	3.253.721.212	
*	Total cost before VAT	Dong	-	-	35.790.933.335	
	Total I + II before VAT	Dong			227.574.872.500	
	VAT	%		10	22.757.487.250	
	Total VAT	%			250.332.359.750	
	Unit price for excavation excluding VAT	%	3.000.000		75.858	
	Unit price excluding VAT	%	3.000.000		83.444	

Note:

Diameter of blast drill holes, first time:  $d \leq 165\text{mm}$  ; second blast:  $d \leq 42\text{mm}$

36-ton truck for transporting earth and rock

Backhoe excavator with bucket volume  $< 3 \text{ m}^3$

The price of diesel fuel excluding VAT in the composite unit price according to Decision No. 1829/QĐ-TKV is 14,700 VND per liter (NLHD)

The diesel price at the time of budget preparation was 19,320 VND per liter including VAT, and 17,564 VND per liter excluding VAT (Zone 2)





No: /NQ-CISCO-DHĐCĐ

Cao Bang, , 2025

DRAFT

**RESOLUTION**  
**2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS**  
**CAO BANG IRON AND STEEL JOINT STOCK COMPANY**

*Based on the Enterprise Law No. 59/2020/QH14 dated June 17, 2020;*

*Based on the Securities Law No. 54/2019/QH14 dated November 26, 2019;*

*Based on the Charter on Organization and Operation of Cao Bang Iron and Steel Joint Stock Company, amended and supplemented for the fourth time, issued under Decision No. 856/QĐ-GTCC dated July 21, 2021, of the Board of Directors of Cao Bang Iron and Steel Joint Stock Company;*

*Based on the Minutes of the 2025 Annual General Meeting of Shareholders of Cao Bang Iron and Steel Joint Stock Company dated June 24, 2025.*

**RESOLUTION:**

**Article 1. Approval of the Report on the Results of Business and Production in 2024 and the Business and Production Plan for 2025 with the following key targets:**

**1. 2024 Performance Results:**

NO	Key Indicators	Unit	2024 Plan	2024 Actual	Comparison (%)
1	Revenue	VND million	3,056,958	2,188,863	72
2	Profit after tax	VND million	5,012	(160,349)	-3,199
3	Tax payment to the State Budget	VND million	69,546	39,954	57
4	Total salary fund	VND million	100,441	92,000	92
5	Average salary	VND million /person/month	10.46	10.36	99
6	Steel billets produced	Tons	205,000	170,240	83
7	Steel billets sold	Tons	220,000	164,758	75
8	Value of construction investment	VND million	8,273	36,453	441
9	Implement the exploitation of the northern area of Na Rua iron mine	VND million	207,927	22,000	11



## **2. 2025 business and production plan:**

NO	Key Indicators	Unit	2024 Actual	2025 Plan	Comparison (%)
1	Revenue	VND million	2,188,863	2,257,550	103
2	Profit after tax	VND million	(160,349)	-	-
3	Tax payment to the State Budget	VND million	39,954	49,681	124
4	Total salary fund	VND million	92,000	85,748	93
5	Average salary	VND million /person/month	10.36	9.66	93
6	Steel billets produced	Tons	170,240	135,000	79
7	Steel billets sold	Tons	164,758	160,000	97

The General Meeting of Shareholders authorizes the Board of Directors of the Company, during the implementation of the plan, to proactively adjust the plan as necessary based on actual conditions and market price fluctuations to ensure the achievement of profit targets, maintain stable production, and preserve and develop capital.

**Article 2. Approval of the Board of Directors' Proposal on the 2025 Investment and Construction Plan with a total planned value of 369,643 VND million.**

**Article 3. Approval of the Report of board of directors Implement the Resolution of the 2024 Shareholders' Meeting and the 2025 Plan**

**Article 4. Approval of the 2024 Activity Report of the Supervisory Board and the Activity Plan for 2025.**

**Article 5. Approval of the Selection of the Auditing Firm for the 2025 Financial Statements**

Based on the above-mentioned criteria, the Supervisory Board proposes the following four independent auditing firms to be included in the shortlist for selection to audit the Company's 2025 financial statements as follows:

- BDO Audit Services Company Limited (BDO);
- Moore Aisc Auditing And Informatics Services Company Limited – Ho Chi Minh Branch;
- Viet Nam Auditing & Evaluation Company Limited;
- International Auditing And Valuation Company Limited.

**Article 6. Approval of the Approval of the audited financial statements for the year 2024.**

**Article 7. Approval of the BOD and BOS in 2024 and Remuneration Plan for 2025**



No	Title	Salary level for planned remuneration determination VND/person/month	Proportion	Number	Remuneration (VND/person/month)	Remuneration (VND/year)
1	Chairman of BOD	36,000,000	20%	01	7,200,000	86,400,000
2	Member of BOD	30,000,000	20%	04	6,000,000	288,000,000
3	Head of BOS	30,000,000	20%	01	6,000,000	72,000,000
4	Member of BOS	28,000,000	20%	02	5,600,000	134,400,000
	<b>Total</b>			<b>08</b>		<b>580,800,000</b>

*(In words: Five hundred eighty million, eight hundred thousand VND./.)*

The remuneration level mentioned above is only provisional, and the actual amount paid to the Board of Directors and the Supervisory Board will be determined based on the Company's production and business results in 2025.

**Article 8. Approval of the Economic Contract for the purchase and sale of steel billets for the period 2025 – 2026 with the Vinacomin – Mineral Holding Corporation.**

Accordingly: The General Meeting of Shareholders is requested to authorize the Board of Directors to: (i) Approve the draft contract; (ii) Approve the implementation process, plan, and method of product consumption as a basis for signing the Economic Contract for the purchase and sale of steel billets for the period 2025–2026 with Vinacomin – Mineral Holding Corporation, in accordance with the actual production and business conditions of the Company, applicable laws, the Company's Charter, and the Resolution of the 2025 Annual General Meeting of Shareholders.

**Article 9. Approval of the the Economic Contract for the purchase and sale of metallurgical coke for the period 2025 – 2026 with the Vinacomin – Mineral Holding Corporation.**

Accordingly: The General Meeting of Shareholders is requested to authorize the Board of Directors to: (i) Approve the contract template; (ii) Approve the implementation process, plan, and method of product consumption as a basis for signing the Economic Contract for the purchase and sale of steel billets for the period 2025–2026 with Vinacomin – Mineral Holding Corporation, in accordance with the actual production and business conditions of the Company, applicable laws, the Company's Charter, and the Resolution of the 2025 Annual General Meeting of Shareholders.

**Article 10. Approval of the the Approval of the Policy to Increase the Charter Capital Cao Bang Iron and Steel Joint Stock Company**

**(1) General information about the issuing organization**

Company Name: Cao Bang Iron and Steel Joint Stock Company



Address: No. 52, Kim Dong Street, Hop Giang Ward, Cao Bang City, Cao Bang Province

Telephone: 0206 3953 369

Charter Capital: 430,063,660,000 VND (in words: Four hundred thirty billion sixty-three million six hundred sixty thousand VND)

Number of Outstanding Shares: 43,006,366 shares

Legal Representative: Mr. Nguyen Van Phuong – Director

Stock Code: CBI

Stock Exchange: UPCOM

Business Registration Certificate: No. 4800162247, issued by the Department of Planning and Investment of Cao Bang Province on October 18, 2006, and amended for the 10th time on June 10, 2022

Main Business Activities: Iron ore mining, surveying, exploration, exploitation, processing, and trading of various minerals, etc.

Main Product: Steel billets

## **(2) Information about the share offering**

### ***2.1. Purpose of the Share Offering***

The Company is offering shares to raise capital to implement the production and exploitation plan for the Na Rua Iron Mine North Area, as approved by Resolution No. 586/NQ-GTCB-DHDCD dated April 27, 2023, of the 2023 Annual General Meeting of Shareholders. The project has an estimated total site clearance cost for 75ha of 1,142.23 billion VND (including 826 billion VND for compensation and site clearance, 250 billion VND for soil and rock stripping for production preparation, 50 billion VND for resettlement support, and 16 billion VND for auxiliary works).

For Phase 1 (2025–2026), the Company will conduct site clearance for 21ha with a total estimated cost of 630 billion VND (including 380 billion VND for compensation and site clearance and 250 billion VND for soil and rock stripping for production preparation).

Capital Structure:

Own capital for Phase 1: 456 billion VND (in words: Four hundred fifty-six billion VND)

Bank loan capital: 174 billion VND

### ***2.2. Plan for Private Placement of Shares to Increase Charter Capital Issuing Organization: Cao Bang Iron and Steel Joint Stock Company***

Share Name: Shares of Cao Bang Iron and Steel Joint Stock Company

Type of Shares Offered: Common shares

Par Value: 10,000 VND/share



Total Number of Shares Offered: 45,600,000 shares (in words: Forty-five million six hundred thousand shares)

Total Offering Value at Par: 456,000,000,000 VND (in words: Four hundred fifty-six billion VND)

Expected Number of Shares After Offering: 88,606,366 shares

Expected Charter Capital After Offering: 886,063,660,000 VND

Offering Ratio (Number of Shares Offered / Outstanding Shares): 106.03%

Offering Method: Private placement

Offering Price: 10,000 VND/share

Principle for Determining Offering Price: To be determined by the Board of Directors and submitted to the General Meeting of Shareholders for approval.

Target Investors: Professional securities investors meeting legal requirements under Clause 1, Article 11 of the Securities Law. The Board of Directors will decide on detailed criteria for submission to the General Meeting of Shareholders for approval.

Selection of Professional Securities Investors: The Board of Directors will decide the list of professional securities investors to purchase the offered shares (including but not limited to existing shareholders, members of the Board of Directors, Supervisory Board, and Management Board who meet legal requirements and are interested in purchasing shares). The Board will also determine the number of shares allocated to each investor, ensuring compliance with regulations on foreign ownership ratios and cross-ownership. During the offering process, the Board may adjust or replace investors, provided the replacement investors meet the criteria approved by the General Meeting of Shareholders.

Number of Investors: The offering will be made to fewer than 100 investors. The General Meeting of Shareholders authorizes the Board of Directors to determine the number of investors purchasing the offered shares based on the actual situation of the offering and investor demand, ensuring the success of the offering.

Handling of Unsold Shares:

If investors who registered to purchase shares fail to pay or purchase the full number of registered shares at the time of payment notification, the General Meeting of Shareholders authorizes the Board of Directors to continue offering the unsold shares to other investors who meet the approved criteria, including but not limited to investors previously approved by the Board. The Board will select investors to ensure the success of the offering and compliance with applicable laws. The offering price for these investors will be the same as the price approved by the General Meeting of Shareholders.

The handling of unsold shares will comply with Article 42 of Decree 155/2020/ND-CP, Article 35 of the Securities Law on public offerings, and other conditions under Clause 2, Article 195 of the Enterprise Law and related regulations.

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At the conclusion of the offering, if investors do not purchase all the registered shares, the General Meeting of Shareholders authorizes the Board of Directors to determine the actual number of shares offered and the actual increase in charter capital based on the offering results.

**Restriction on Offering Ratio:** No specific restriction. If the offering does not achieve the registered number of shares, the Board of Directors will decide to use other capital sources (e.g., revenue from business activities or other mobilized capital) to supplement the funds needed to implement the Company's investment project.

**Transfer Restriction:** Shares offered through the private placement are restricted from transfer for 1 year from the completion date of the offering (the date when payment for the shares is fully collected from investors).

**Expected Dilution:** The private placement may result in dilution risks, including dilution of earnings per share (EPS), book value per share (BVPS), ownership ratio, and voting rights. The Board of Directors will determine details for submission to the General Meeting of Shareholders for approval.

**Transfer of Purchase Rights:** Investors purchasing shares in the private placement are not allowed to transfer their purchase rights to other entities.

**Implementation Timeline:** The offering is expected to be implemented in 2025, within 90 days from the date the State Securities Commission approves the Company's share offering. The specific offering timeline will be determined by the Board of Directors based on suitable conditions and compliance with legal regulations.

**Ensuring Compliance with Foreign Ownership Ratio:** The Board of Directors will submit to the General Meeting of Shareholders or be authorized to decide on a plan to ensure the share offering complies with regulations on foreign ownership ratios as stipulated by law.

**Commitment to Stock Market Trading:** The Company commits to listing the additionally offered shares for trading on the stock market within the timeframe prescribed by law from the completion of the offering.

### ***2.3. Plan for Using Proceeds from the Share Offering***

The expected proceeds from the share offering are 456 billion VND. The Company plans to use these proceeds as follows:

Based on Resolution No. 586/NQ-GTCB-DHDCD dated April 27, 2023, of the 2023 Annual General Meeting of Shareholders approving the production and exploitation plan for the Na Rua Iron Mine North Area, and based on the plan with an estimated total site clearance cost for 75ha of 1,142.23 billion VND (including 826 billion VND for compensation and site clearance, 250 billion VND for soil and rock stripping for production preparation, 50 billion VND for resettlement support, and 16 billion VND for auxiliary works).

For Phase 1 (2025–2026), the Company will conduct site clearance for 21ha



(out of 75ha) with a total estimated cost of 630 billion VND (including 380 billion VND for compensation and site clearance and 250 billion VND for soil and rock stripping for production preparation). The Company has worked with the Vietnam Bank for Investment and Development - Cao Bang Branch (BIDV Cao Bang), which has committed to providing credit for the item: Soil and rock stripping for production preparation: 174 billion VND. Therefore, the own capital required for Phase 1 is 456 billion VND (in words: Four hundred fifty-six billion VND).

The plan for arranging and using the proceeds from the offering is as follows:

No	Purpose of Capital Use	Total project implementation cost (million VND)	Proceeds from the Offering (million VND)	Bank loan capital (million VND)
11	Compensation and Site Clearance Costs for the Na Rua Iron Mine North Area Exploitation Project	380,000	380,000	0
22	Cost of Stripping Soil and Rock for Production of the Na Rua Iron Mine North Area Exploitation Project	250,000	76,000	174,000
	<b>Total</b>	<b>630,000</b>	<b>456,000</b>	<b>174,000</b>

If, after CISCO conducts the private placement of shares to increase the company's charter capital, it does not sell all the shares as per the offering plan, to secure the capital needed to implement the project, TKV Minerals Corporation will provide additional capital to CISCO corresponding to the unraised capital portion, up to a maximum of 456 billion VND.

#### ***2.4. Registration for Deposit and Listing of Shares Post-Offering***

Upon completion of the share offering to increase charter capital, all additional shares issued will be registered for supplementary deposit with the Vietnam Securities Depository and Clearing Corporation (VSDC) and for supplementary trading registration with the Hanoi Stock Exchange (HNX). The General Meeting of Shareholders authorizes and assigns the Board of Directors to carry out the necessary procedures for supplementary deposit registration and supplementary listing of the offered shares in accordance with current legal regulations and the Company's Charter.

#### ***2.5. Amendment and Supplementation of Charter Capital Based on Actual Offering Results and Related Provisions in the Company's Charter. Re-registration of Business Registration with the New Capital Level***

Proceed with amending the business registration with the competent state authority to reflect the new capital scale after the completion of the share offering to increase charter capital.

Amend the Company's Charter provisions related to the charter capital to align with the actual charter capital raised from the offering.



## ***2.6. Authorization and Assignment to the Board of Directors for Implementation***

The General Meeting of Shareholders authorizes and assigns the Board of Directors to decide and implement the following tasks, including but not limited to:

Decide on procedures and tasks related to the implementation of the share offering plan to increase charter capital in accordance with legal regulations.

Determine the specific timing for implementing the share offering plan. Decide on adjustments or additions to the list of professional securities investors purchasing shares (including the allocation of shares to each investor) while ensuring compliance with legal regulations.

Decide on a detailed capital utilization plan, including adjustments to the capital utilization plan as deemed necessary based on actual conditions, and report to the General Meeting of Shareholders at the nearest meeting. Proactively allocate the actual capital raised from the offering to the purposes outlined in this plan or other purposes, ensuring no harm is caused to the Company.

Decide on all procedures to ensure the share offering complies with foreign ownership ratio regulations, including but not limited to procedures for locking the foreign ownership room before, during, and after the share offering.

Oversee the preparation and explanation of the application dossier for the share offering registration to be submitted to the State Securities Commission (SSC) and other relevant state authorities.

Carry out procedures to amend the Business Registration Certificate with the Department of Planning and Investment after completing the share offering. Amend and supplement the Company's Charter on Organization and Operation to reflect the new increased charter capital.

Perform procedures for supplementary deposit registration with the Vietnam Securities Depository and Clearing Corporation and supplementary trading registration with the Hanoi Stock Exchange for the total number of common shares offered as approved by the General Meeting of Shareholders.

During the implementation of the share offering plan, the General Meeting of Shareholders authorizes the Board of Directors to supplement, revise, finalize, or adjust the offering plan as required by state authorities to ensure the capital raising is conducted legally and in compliance with regulations.

Perform other tasks related to the implementation of the share offering plan outlined above.

The Board of Directors is authorized to delegate to the Chairman of the Board or the Director of the Company to perform one or more of the tasks listed above.

### **(3) Organization of implementation**

The General Meeting of Shareholders authorizes the Board of Directors and the Director to implement the related tasks in accordance with the Company's Charter and applicable legal regulations./.



**Article 11. Approval of the capital plan for implementing the production and mining plan in the Northern area of Na Rua Iron Mine for the 2025-2026 period.**

Total cost of implementing the plan for the 2025-2026 period, the site clearance for 21ha out of 75ha is 630 billion VND, of which:

No	Purpose of Capital Use	Total project implementation cost (million VND)	Own capital (million VND)	Bank loan capital (million VND)
1	Compensation and Site Clearance Costs for the Na Rua Iron Mine North Area Exploitation Project	380,000	380,000	0
2	Cost of Stripping Soil and Rock for Production of the Na Rua Iron Mine North Area Exploitation Project	250,000	76,000	174,000
	<b>Total</b>	<b>630,000</b>	<b>456,000</b>	<b>174,000</b>

**Article 12. Approval of the Investment Policy for the Project “Investment in the Steel Rolling Line at the Cao Bang Iron and Steel Complex”.**

**Article 13. Implementation Provisions**

1. This Resolution has been approved by the 2025 Annual General Meeting of Shareholders of Cao Bang Iron and Steel Joint Stock Company with a 100% approval rate of the total voting shares of the shareholders present at the General Meeting.

2. This Resolution takes effect from the date of approval by the General Meeting of Shareholders.

3. The General Meeting of Shareholders assigns the Board of Directors, the Supervisory Board, the Management Board, and all Shareholders of the Company the responsibility to implement this Resolution in accordance with their authority and functions, in compliance with the provisions of the Law and the Charter on Organization and Operation of Cao Bang Iron and Steel Joint Stock Company.

**Recipient:**

- Shareholders of the Company (website);
- SSC, HNX (report);
- Board of Directors, Supervisory Board;
- Management Board;
- Archive: Office, Board of Directors.

**ON BEHALF OF THE GENERAL  
MEETING OF SHAREHOLDERS  
CHAIRPERSON**

**Ngo Quoc Trung**



Số thứ tự:



TO THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS  
CAO BANG IRON AND STEEL JOINT STOCK COMPANY

## VOTING CARD

Shareholder Code: .....

Full Name: .....

**TOTAL OF VOTING SHARES:**

.....

TOTAL OWNED SHARES

TOTAL AUTHORIZED SHARES

.....

.....





To: Organizing Committee of the 2025 Annual General Meeting of Shareholders

Shareholder's Full Name: .....

Full Name of Authorized Representative: .....

Number of Shares Owned: .....

Number of Authorized Shares: .....

Permanent Address: .....

ID Card/Passport Number: .....

Email: ..... Phone Number: .....

Question:

[illegible]

*Cao Bang, day ..... Month .... year 2025*

SHAREHOLDER/AUTHORIZED REPRESENTATIVE

(Signature and full name)

*Note: In case the content of the question is outside the agenda of the General Meeting, or there is insufficient time for the Chairman to answer all shareholders' questions, the Board of Directors will respond to shareholders via: Letter, email, or phone.*