

No.: 163/2026/HĐKT-AFCVN

CONTRACT FOR REVIEWING AND AUDITING FINANCIAL STATEMENTS

Re: Review of the financial statements for the 6 month period ending 30/06/2026 and audit of the financial statements for the year ended 31/12/2026 of NAM VIET JOINT STOCK COMPANY

- Pursuant to the Civil Law No 91/2015/QH11 dated 24/11/2015;
- Pursuant to the Trade Law No 36/2005/QH 11 dated 14/06/2005 of the Socialist Republic of Viet Nam regulating on trade;
- Pursuant to Independent Auditing Law 67/2011/QH12 dated 29/03/2011 of National Assembly of the Socialist Republic of Vietnam regulating independent auditing and the Decree 17/2012/ND-CP dated 13/03/2012 detailing and guiding the implementation of Independent Auditing Law;
- Implement Vietnamese Auditing Standard No. 210 on Audit Contracts and Vietnamese Standard on Review Service Contracts No. 2410 - Review of interim financial information performed by the unit's independent auditor;
- Based on the requirement of **NAM VIET JOINT STOCK COMPANY**.

Today, ...*June...27...*, 2026, we comprise of:

PARTY A: NAM VIET JOINT STOCK COMPANY

Represented by : **Mr. HOANG KIEU PHONG**
Position : General Director
Address : 18F Tang Nhon Phu, Phuoc Long Ward, Ho Chi Minh City, Vietnam
Tel : (028) 3 728 2102
Fax : (028) 3 731 3641
VND Bank Account No. 117.00000.8404 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Dong Sai Gon Branch
Tax code : 0 3 0 2 2 0 5 9 7 3

PARTY B: AFC VIETNAM AUDITING CO., LTD.

Represented by : **Ms. DANG THI MY VAN**
Position : General Director
Address : 2nd Floor, Indochina Park Tower, No. 4 Nguyen Dinh Chieu Street, Tan Dinh Ward, Ho Chi Minh City
Tel : (+8428) 2 2200 237
Email : dangmyvan@pkf.afcvietnam.vn
Fax : (+8428) 2 2200 265
Account Number : 007 100 007 8014
At Vietcombank, HCMC
Tax code : **0 3 0 0 4 4 8 9 9 5**

The parties here by agree as follow:

ARTICLE 1: THE CONTENT OF THE CONTRACT

Party B shall provide Party A with below services:

- Review the financial statements prepared in accordance with Vietnamese Accounting Standards (VAS) for the first 6-month financial period ending on 30 June 2026 of Party A, including the Statement of financial position (under Circular No. 99/2025/TT-BTC) as at 30 June 2026, Statement of profits and losses, Statement of Cashflows and Notes to the financial statements for the 6-month financial period ending on the same date.
- Audit of the financial statements based on the Vietnamese Accounting Standards (VAS) for the financial year ended 31 December 2026 of Party A, including the Statement of financial position (under Circular No. 99/2025/TT-BTC) as at 31 December 2026, Statement of profits and losses, Statement of Cashflows and Notes to the financial statements for the 6-month financial period ending on the same date.

The review/ audit by Party B is conducted with the objective of providing review results and audit opinions on the financial statements of Party A.

ARTICLE 2: RESPONSIBILITIES OF THE PARTIES

2.1 Responsibilities of Party A

Party B's work shall be conducted on the basis, in which Party A's Directors and Management Board (where appropriate) acknowledge and understand that they have responsibilities:

- (a) For the preparation and fair presentation of financial statements in accordance with the Vietnamese Accounting Standards, Accounting System and relevant statutory requirements related to the preparation and fair presentation financial statements;
- (b) For such internal control as the management determines is necessary to enable the preparation and presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) To timely provide Party B with:
 - (i) Access to all information of which management is aware that is relevant to the preparation of the financial statements such as record, documentation and other matters;
 - (ii) Additional information that auditors and auditing firms may request from the management for the purpose of work; and
 - (iii) Unrestricted access to Party A's persons, whom the auditors and auditing firms determine it necessary to obtain audit evidence. Assign relevant personnel to work with Party B during working process.
- (d) After Party B submits the draft review report and audit report, Party A shall respond with comments on these drafts within 15 working days.

The Board of Directors and the Management Board of Party A (to the extent appropriate) are responsible for providing and confirming in writing the explanations provided during the review and audit process in the "Representation Letter of the Board of Directors and the Management Board", one of the requirements of the Vietnamese auditing standards on review service contracts 2410 – Review of interim financial information performed by the entity's independent auditor and Vietnamese Auditing Standards, which clearly states the responsibilities of Party A's Board of Directors in preparing and presenting the financial statements and affirms that the effects of each misstatement, as well as the aggregate of uncorrected misstatements discovered and aggregated by Party B during the audit for the current period and misstatements relating to previous periods, are immaterial to the financial statements as a whole.

To facilitate Party B's staff during audit process at Party A's office.

Fully pay Party B fee for audit service and other services (if any) as mentioned at **Article 4** of this contract.

2.2 The responsibilities of party B

For the review service

Party B is responsible for informing Party A about the content and review plan, assigning auditors and assistants with capacity and experience to perform the work.

Party B is responsible for requesting Party A to confirm the explanations provided to Party B during the review process. According to Vietnam Standard on review service contracts No. 2410 - Review of interim financial information performed by the independent auditor of the unit, meeting these requirements and the Letter of explanation from the Board of Directors and the Board of Management of Party A on related issues is one of the bases for Party B to draw its conclusion on the Financial Statements of Party A.

Party B will perform the review work in accordance with Vietnamese Standards on review service contracts No. 2410 - Review of interim financial information performed by the entity's independent auditor with the purpose of creating a basis for Party B to report whether Party B has noticed any issues that cause Party B to believe that the interim financial statements have not been prepared and presented, in all material respects, in accordance with Vietnamese accounting standards, accounting regimes (enterprises) and legal regulations related to the preparation and presentation of interim financial statements.

The review work of Party B includes inquiries, primarily of persons responsible for financial and accounting matters, application of analytical and other review procedures and does not normally involve corroboration of the information obtained. The scope of the review of interim financial statements is substantially narrower than the scope of an audit of financial statements conducted in accordance with Vietnamese auditing standards to express an opinion on the financial statements. Therefore, Party B does not express an audit opinion on the reviewed interim financial statements.

The review of interim financial information is not intended to provide assurance that Party B will be able to identify all material matters that could only be determined by an audit. In addition, Party B's review work cannot be considered as a basis for detecting fraud, errors or violations of law. However, Party B will notify Party A of any material issues that Party B discovers.

For the audit service

Party B shall conduct the engagement in conformity with the Vietnamese Standards on Auditing, laws and relevant requirements. Those Standards require that the Party B comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements, in terms of overall, are free of material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the accounting estimates made by the management, as well as evaluating the overall presentation of the financial statements.

Party B shall notify Party A audit work and plan, assign an auditor and an assistant with the ability and experience to carry out the work of audit.

Party B will conduct the audit based on principles of independence, objectivity and confidentiality. Accordingly, Party B may not disclose to any third party without the consent of Party A, except as required by law and the relevant regulations or in the case of such information was popularized by the State or was announced by Party A.

As a part of process, Party B have right to request from Party A written confirmation concerning representations made to Party B in connection with the audit. According to the Vietnam Auditing Standards, reaction to these requirements and the Representation Letter of the Party A's management related to relevant issues is one of the basements for Party B offer their opinions to Party A's financial statements.

Due to the inherent limitations associated to an audit and the accounting and internal control systems, there might be risks that are beyond the capacity of the auditor and the audit firm in the detection of material misstatement.

In making the risk assessments, Party B will consider internal control relevant to Party A's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Party A's internal control. However, Party B will communicate to Party A in writing concerning significant deficiencies in internal control relevant to the audit of the financial statements that Party B has identified during the audit.

ARTICLE 3: REVIEWED AND AUDITED REPORTS

3.1 After completing the review and audit work (when Party A agrees to the draft report or after 15 working days from when Party B sends the draft report and Party A has no response, the work content stated in Article 1 is considered completed), Party B will provide Party A:

- The reviewed report of financial statements of the Party A which based VAS for the 6 month period ended 30/06/2026;
- The audited report of financial statements of the Party A which based VAS for the financial year ended 31/12/2026.
- The reviewed/ audited financial statements shall be prepared in 13 copies in Vietnamese - English , of which party A shall retain 12 copies in Vietnamese - English. Party B retain 01 copy for each language.

A management letter (if any) which discusses the findings and recommendations concerning the weaknesses noted aiming to further improving the accounting and internal control systems.

The audit report shall be made in writing, including contents as provisions of the Law on Independent Auditing, Vietnam Auditing Standards No. 700, No. 705 and No. 706, the auditing standards and other related legal requirements.

3.2 In the case, where Party A have plan of issuing Party B's audit statements under any form, or issuing any documents, in which contain information regarding the audited financial statement, Party A's management agree to provide Party B with an official version of these documents, which are only popularize after having Party B's written agreement.

ARTICLE 4: FEES FOR THE SERVICES AND METHOD OF PAYMENT

4.1 The contract value is:

	VND
The review and audit fee based VAS	70,000,000
VAT (8%)	5,600,000
Total	<u>75,600,000</u>

(In word: Vietnam dongs seventy-five million and six hundred thousand only)

Please note that the above tax rate is applied as per the current tax regulations. Upon completion of work, Party B will apply the tax rate as per prevailing regulation at time of billing

4.2 Party A will make payment of service fee to Party B in the following method:

	VND
- Payment 30% on acceptance of this contract and before Party B comes to Party A's office	22,680,000
- Payment 30% before issuing the reviewed report	22,680,000
- Payment 40% within 3 days since delivery of the final audit report and VAT invoices	34,240,000
	75,600,000

4.3 The above fee shall be payable via bank transfer. Party B shall be issue VAT invoices according to regulations.

ARTICLE 5: COMMITMENTS

5.1 The audit report will be issued as soon as possible in accordance with the audit plan. Specifically, as follows:

Milestone	Deadline
<u>Reviewing as at 30/06/2026</u>	
Party B will visit Party A's office to perform the interim review	09-10/07/2026
Party B will issue the draft review report after receiving all required documents	Expected 31/07/2026
Party B will issue the official review report	01 day after Party A responds to the draft
<u>Auditing as at 31/12/2026</u>	
Party B will visit Party A's office to perform the year-end audit	11-12/01/2027
Party B will issue the draft annual report after receiving all required documents	Expected 02/02/2027
Party B will issue the official annual report	01 day after Party A responds to the draft

In the event of unforeseen issues, both parties shall discuss and exchange views in order to issue the report in accordance with the agreement.

5.2 Both parties commit to performing all terms set forth in the contract. During implementation, if any issues arise, both parties must promptly notify each other in order to jointly find a solution. Any changes must be directly notified to each party in writing (or via email) at the above addresses.

During the implementation of the contract, if any disagreement arises and negotiations do not reach a result, the case shall be handled and resolved by the economic court. While awaiting the court's ruling, the parties shall continue to properly perform all commitments set out in the contract.

ARTICLE 6: VALIDITY, LANGUAGES AND THE PERIOD OF CONTRACT

This contract is made in two (02) Vietnamese copies and two (02) English copies, each Party shall retain 01 copy for each language, that has equal value and come into force upon the second signature and stamp.

This contract shall be automatically liquidated upon completion of both parties' responsibilities.

REPRESENTATIVE OF PARTY A



HOANG KIEU PHONG

REPRESENTATIVE OF PARTY B



DANG THI MY VAN

M.H

C.T.C.P. H.H.