PROGRAMME
2026 EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS
VINACOMIN – MINERALS HOLDING CORPORATION

1. Time: 8:00 a.m., Tuesday, 15 December 2026
2. Venue: Meeting Room No. 1, 29th Floor, Head Office of Vinacomin – Minerals Holding Corporation (the "Corporation"),
No. 3 Duong Dinh Nghe, Yen Hoa Ward, Hanoi.

Time	No.	Item	Responsible
7:30 – 8:00 a.m.	**I**	**Preparation**	
	1	Reception of delegates and shareholders.	Organizing Committee
	2	Registration of shareholders attending the EGM with the Credentials Committee and distribution of meeting materials.	Credentials Committee
8:00 – 11:00 a.m.	**II**	**Opening**	
	1	Flag salute, opening remarks, and introduction of delegates.	Organizing Committee
	2	Report on the eligibilitsy of shareholders attending the EGM.	Credentials Committee
	3	Introduction of the Chairperson.	Organizing Committee
	4	Introduction and election of the Secretariat.	Chairperson
	5	Introduction and election of the Vote-Counting Committee.	Chairperson
	6	Approval of the EGM Program.	Chairperson
	7	Approval of the EGM Rules of Procedure.	Chairperson
	III	**Matters for Approval**	
	1	Distribution of post-tax profit undistributed as at the end of 2024.	Chairperson
	2	Dismissal of a member of the Board of Directors.	Chairperson
	3	Report on the appointment of the General Director.	Chairperson
	4	Election of a member of the Board of Directors.	Chairperson
	5	Approval of the steel billet sale and purchase contract between the Corporation and Cao Bang Iron and Steel Joint Stock Company.	Chairperson
	6	Approval of amendments to the Copper Cathode Sale and Purchase Contract between TKV and the Corporation.	Chairperson

Signature Not Verified
Ký bởi: NGÔ QUỐC TRUNG
Ký ngày: 23/11/2026 15:01:23

	7	Approval of other matters within the authority of the General Meeting of Shareholders.	Chairperson
	8	Report on voting results.	Vote-Counting Committee
	9	Presentation of the Minutes and Resolution of the EGM.	Secretariat
	10	Approval of the Minutes and Resolution of the EGM.	Chairperson
11:00 a.m.	11	Closing of the EGM.	Chairperson

Note: Shareholders and their authorized representatives attending the EGM are requested to bring the following documents for credential verification by the Organizing Committee: the Letter of Invitation; the original Citizen ID Card or passport, or a copy of the Enterprise Registration Certificate; and, for authorized representatives, a valid Power of Attorney to attend the EGM.

VINACOMIN – MINERALS HOLDING CORPORATION

No.: 3280 /BC-VIMICO

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

Hanoi, 23 November 2026

REPORT
On the Appointment of the General Director of Vinacomin – Minerals Holding Corporation

To: The General Meeting of Shareholders of Vinacomin – Minerals Holding Corporation

Pursuant to the Law on Enterprises No. 59/2020/QH14, passed by the 14th National Assembly of the Socialist Republic of Vietnam at its 9th session on 17 June 2020, as amended and supplemented by Law No. 03/2022/QH15 of 11 January 2022 and Law No. 76/2025/QH15 of 17 June 2025;

Pursuant to the Charter on the Organization and Operation of Vinacomin – Minerals Holding Corporation (the "Corporation"), as amended and supplemented for the eighth time, issued under Decision No. 1380/QD-VIMICO of the Board of Directors dated 20 October 2026;

Pursuant to Decision No. 1819/NQ-VIMICO of the Board of Directors of the Corporation dated 18 November 2026 appointing the General Director of the Corporation.

The Board of Directors respectfully reports to the General Meeting of Shareholders as follows:

In exercise of its authority under point c, Clause 3, Article 27 of the Charter dated 20 October 2026, the Board of Directors issued Decision No. 1819/NQ-VIMICO dated 18 November 2026 appointing the General Director of the Corporation, as follows:

- Full name: Ly Xuan Tuyen

- Position held before appointment: Deputy General Director of the Corporation;

- Position appointed to: General Director of the Corporation, who is also the Corporation's Legal Representative;

- Effective from: 19 November 2026;

- Term of office: five (05) years from the date of appointment.

The Corporation published this information on its website on 18 November 2026 at: http://vimico.vn

Under point c, Clause 3, Article 27 of the Charter, the Board of Directors has the authority to appoint the General Director, and all required procedures have been duly completed in accordance with regulations.

The Board of Directors respectfully reports the foregoing to the General Meeting of Shareholders for information only. It is not a matter requiring a vote of approval.

Respectfully submitted.

Recipients:
- As above;
- Filed: Office; Board of Directors.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

(Signed)

Nguyen Van Hai

2026 EXTRAORDINARY GENERAL MEETING
OF SHAREHOLDERS
VINACOMIN – MINERALS HOLDING CORPORATION

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

Hanoi, 23 November 2026

No.: 3278/TB-VIMICO

NOTICE
On the Nomination and Candidacy for the Supplementary Election of a Member of the Board of Directors, 2025–2030 Term

To: The General Meeting of Shareholders of the Corporation

Pursuant to the Law on Enterprises No. 59/2020/QH14, passed by the 14th National Assembly of the Socialist Republic of Vietnam at its 9th session on 17 June 2020, as amended and supplemented by Law No. 03/2022/QH15 of 11 January 2022 and Law No. 76/2025/QH15 of 17 June 2025;

Pursuant to the Charter on the Organization and Operation of Vinacomin – Minerals Holding Corporation (the "Corporation"), as amended and supplemented for the eighth time, issued under Decision No. 1380/QD-VIMICO of the Board of Directors dated 20 October 2026;

Pursuant to Resolution No. 2990/NQ-VIMICO of the Board of Directors dated 30 October 2026 approving the plan for convening the 2026 Extraordinary General Meeting of Shareholders (Second Session);

Pursuant to the Internal Regulations on Corporate Governance and the Operating Regulations of the Board of Directors of the Corporation;

Having regard to the current circumstances of the Corporation;

The Board of Directors hereby notifies shareholders of the nomination and candidacy arrangements for the supplementary election of a member of the Board of Directors to serve for the remainder of the 2025–2030 term, as follows:

- Number of Board members to be elected: one (01).

- Term of office: the remainder of the Board of Directors' 2025–2030 term.

- Time and venue of the election: the 2026 Extraordinary General Meeting of Shareholders (Second Session).

- Guidance on nomination and candidacy: the guidance documents have been issued by the Board of Directors and posted on the Corporation's website (https://vimico.vn/).

- Draft Election Regulations: the draft has been published by the Board of Directors on the Corporation's website and will be submitted to the General

Meeting of Shareholders for approval at the 2026 Extraordinary General Meeting of Shareholders (Second Session) before voting takes place.

The Board of Directors respectfully notifies shareholders accordingly.

Recipients:
- As addressed above;
- Filed: Records Office; Board of Directors.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

(Signed)

Nguyen Van Hai

FORM 01

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

MINUTES OF THE SHAREHOLDER GROUP MEETING
On the Nomination of Candidates for the Board of Directors of Vinacomin – Minerals Holding Corporation for the 2025–2030 Term at the 2026 Extraordinary General Meeting of Shareholders (Second Session)

At ….. o'clock on 2026, at ……, we, as a group of shareholders of Vinacomin – Minerals Holding Corporation (the "Corporation"), holding in aggregate …… shares (in words: ……), representing ….. % of the total voting shares of the Corporation, held continuously for at least six (06) months up to the present, set out below the particulars of each shareholder in the group:

No.	SHAREHOLDER	ID CARD/ BRC NO.	ADDRESS	SHARES HELD	SIGNATURE
1					
2					
3					
4					
	Total				

We hereby agree to nominate:

1. Mr/Ms: .....

ID card/citizen ID/passport No. ....Date of issue…...Place of issue ....

Permanent residential address: .....

Qualifications: Education: ..... Major .....

Currently holding: ..... shares (in words: .....)

as a candidate for election to the Board of Directors of Vinacomin – Minerals Holding Corporation for the 2025–2030 term at the 2026 Extraordinary General Meeting of Shareholders (Second Session), in accordance with the Charter of the Corporation and the Election Regulations of the Meeting.

2. We also agree to appoint:

ID card/citizen ID/passport No. ....Date of issue....Place of issue ....

Permanent residential address: .....

Qualifications: Education: ..... Major .....

Currently holding: ..... shares (in words: .....)

as the group's representative to carry out the procedures for the nomination and candidacy for election to the Board of Directors of Vinacomin – Minerals Holding Corporation for the 2025–2030 term, in accordance with the applicable regulations, for the election of members of the Board of Directors at the 2026 Extraordinary General Meeting of Shareholders (Second Session) of the Corporation.

Hanoi, 2026

REPRESENTATIVE OF THE SHAREHOLDER GROUP
(Signature and full name)

FORM 02

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

APPLICATION TO STAND FOR ELECTION AS A MEMBER OF THE BOARD OF DIRECTORS OF VINACOMIN – MINERALS HOLDING CORPORATION 2025–2030 TERM, AT THE 2026 EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS (SECOND SESSION)

To: The Organizing Committee of the General Meeting of Shareholders

Pursuant to the Law on Enterprises;

Pursuant to the Charter on the Organization and Operation of Vinacomin – Minerals Holding Corporation, as amended and supplemented for the eighth time, issued under Decision No. 1380/QD-VIMICO dated 20 October 2026 of the Board of Directors of Vinacomin – Minerals Holding Corporation.

I, the undersigned: .....

ID card/citizen ID/passport No.: .....Place of issue: …….....Date of issue: ....

Date of birth: ..... Place of birth: .....

Permanent residential address: .....

Telephone: ..... Fax: ..... Email: .....

Educational level: .....Professional/technical qualifications: .....

I have held voting shares in Vinacomin – Minerals Holding Corporation continuously for at least six (06) months up to the present, totaling: ..... shares.

I request the Organizing Committee of the 2026 Extraordinary General Meeting of Shareholders (Second Session) of Vinacomin – Minerals Holding Corporation to record that I have registered to stand as a candidate for a member of the Board of Directors of the Corporation for the 2025–2030 term, for election at the Corporation's 2026 Extraordinary General Meeting of Shareholders (Second Session) (my curriculum vitae, a notarized copy of my ID card, and my degrees and certificates of educational and professional qualifications are enclosed with this application).

If elected by the shareholders as a member of the Board of Directors for the 2025–2030 term, I will devote all my ability and dedication to the development of Vinacomin – Minerals Holding Corporation.

With sincere thanks.

Hanoi, 2026

CANDIDATE

FORM 03

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

NOMINATION FORM FOR MEMBER OF THE BOARD OF DIRECTORS OF VINACOMIN – MINERALS HOLDING CORPORATION 2025–2030 TERM, AT THE 2026 EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS (SECOND SESSION)

To: the Organizing Committee of the General Meeting of Shareholders

Pursuant to the Law on Enterprises;

Pursuant to the Charter on the Organization and Operation of Vinacomin – Minerals Holding Corporation, as amended and supplemented for the eighth time, issued under Decision No. 1380/QD-VIMICO dated 20 October 2026 of the Board of Directors of Vinacomin – Minerals Holding Corporation.

Name of individual/organization: .....

ID card/citizen identity card/passport/Business Registration Certificate No.: .... Date of issue: .... Place of issue: ....

Address: .....

Telephone: ..... Fax .....

The organization/individual .... has held continuously for at least six (06) months in Vinacomin – Minerals Holding Corporation, up to the present, a total of .... shares.

We request the Organizing Committee of the 2026 Extraordinary General Meeting of Shareholders (Second Session) of Vinacomin – Minerals Holding Corporation to record that we have nominated:

1. Mr/Ms: .....

ID card/Passport No.: ..... Place of issue: ..... Date of issue: .....

Date of birth: ..... Place of birth: .....

Permanent residential address: .....

Telephone: ..... Fax: ..... Email: .....

Educational level: .... Professional/technical qualifications: ....

2. Mr/Ms: .....

ID card/Passport No.: ..... Place of issue: ..... Date of issue: .....

Date of birth: ..... Place of birth: .....

Permanent residential address: .....

Telephone: ..... Fax: ..... Email: .....

Educational level: .... Professional/technical qualifications: ....

for election as a member of the Board of Directors of Vinacomin – Minerals Holding Corporation for the 2025–2030 term at the 2026 Extraordinary General Meeting of Shareholders (Second Session).

Should the person we have nominated be elected by the shareholders as a member of the Board of Directors for the 2025–2030 term, he/she will do his/her utmost to contribute to the development of Vinacomin – Minerals Holding Corporation.

With sincere thanks.

..... , ... 2026

NOMINATOR

FORM 04

Photo 4x6
(latest colour photo, stamped across the edge by the agency certifying the CV)

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

CURRICULUM VITAE

(For nominees and candidates for the Board of Directors/Supervisory Board of Vinacomin – Minerals Holding Corporation for the 2025–2030 term at the 2026 Extraordinary General Meeting of Shareholders (Second Session))

I. PERSONAL INFORMATION:

1. Full name at birth: .....
2. Name in common use:.....
3. Alias:.....
4. ID card/Passport No.: .....Date of issue:

Place of issue:

5. Sex: ☐ Male ☐ Female
6. Date of birth:.....
7. Place of birth:.....
8. Nationality.....
9. Ethnicity: 10. Religion:
11. Place of origin:.....
12. Permanent residence per household registration:.....
13. Permanent residence per ID card:.....
14. Current address of permanent residence:.....
15. Date of joining state agencies (if any):.....
16. Date of joining the Communist Party of Vietnam (if a Party member):
17. Date of joining mass organisations:.....
18. Professional strengths:.....
19. Name of the represented organisation (if any):.....
20. Address of the authorising/represented organisation:.....
21. Number of shares held personally in KSV:.....
22. Number of shares held as authorised representative in KSV:.....
23. Educational level:.....
24. Professional qualifications (specify courses):.....
25. Foreign language proficiency:.....
26. Work history (summarise workplaces, positions and occupations from the age of 18):

.....

.....

.....

.....

26. Awards and commendations: .....

27. Disciplinary record: .....

28. Current position: .....

29. Violations of the law (if any): .....

II. FAMILY RELATIONSHIPS *(Father, mother, spouse, siblings, children)*

Relationship	Full name	Age	Workplace	Position

III. UNDERTAKING UNDER THE LAW:

I undertake to comply with the current provisions of law and accept legal responsibility for the accuracy of this declaration.

Certification[1]

..... , ... *2026.*

Declarant

(Signature and full name)

Notes:

[1] *Certification by the head of the agency if the individual is working at a legal entity, or by the People's Committee of the commune/ward where the individual has registered permanent residence (if the individual does not work at a legal entity).*

2026 EXTRAORDINARY GENERAL MEETING
OF SHAREHOLDERS
VINACOMIN – MINERALS HOLDING CORPORATION

No.: 3279/QC-VIMICO

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

Hanoi, 23 November 2026

SUPPLEMENTARY ELECTION REGULATIONS FOR MEMBERS OF THE BOARD OF DIRECTORS, 2025–2030 TERM

Pursuant to Law on Enterprises No. 59/2020/QH14 passed by the 14th National Assembly of the Socialist Republic of Vietnam at its 9th session on 17 June 2020, as amended and supplemented by Law No. 03/2022/QH15 dated 11 January 2022 and Law No. 76/2025/QH15 dated 17 June 2025;

Pursuant to the Charter on the Organisation and Operation of Vinacomin – Minerals Holding Corporation, as amended and supplemented for the eighth time, issued under Decision No. 1380/QD-VIMICO dated 20 October 2026 of the Board of Directors of Vinacomin – Minerals Holding Corporation;

These Regulations govern the election of members of the Board of Directors for the 2025–2030 term at the 2026 Extraordinary General Meeting of Shareholders (Second Session), as follows:

Article 1. Election principles and eligible voters

1. Principles: Members of the Board of Directors of Vinacomin – Minerals Holding Corporation (the "Corporation") shall be elected in accordance with the following principles:

- The election shall be open and direct, by secret ballot;

- Members of the Board of Directors shall be elected by cumulative voting, in accordance with Clause 3, Article 148 of the Law on Enterprises 2020.

2. Eligible voters: All shareholders, and the authorised representatives (under a written power of attorney in the prescribed form) of one or a group of shareholders, whose names appear on the list of shareholders as at the record date of 20 November 2026 provided by the Vietnam Securities Depository and Clearing Corporation (VSDC).

3. The Chairperson of the Meeting shall preside over the election of members of the Board of Directors and shall be responsible for:

- Compiling the list of persons standing for election and nominated to the Board of Directors for approval by the Meeting;

- Supervising the voting and vote counting;

- Resolving complaints about the election of members of the Board of Directors (if any).

Article 2. Number and qualifications of members of the Board of Directors

1. A total of 01 (one) additional member of the Board of Directors shall be elected.

2. The term of the Board of Directors is 05 (five) years.

3. A member of the Board of Directors must meet the following criteria and conditions:

a) Not fall within the categories of persons specified in Clause 2, Article 17 of the Law on Enterprises;

b) Hold professional qualifications and have experience in business administration or in the Corporation's field, sector or line of business. A member need not be a shareholder of the Corporation, unless the Charter provides otherwise;

c) Be in good health, of upright moral character and integrity, and be law-abiding;

d) A member of the Board of Directors of the Corporation may concurrently serve on the board of directors of another company;

e) A member of the Board of Directors must not be a family member of the General Director or any other manager of the Corporation, or of any manager of the parent company or any person with authority to appoint such managers.

Article 3. Conditions for nomination and candidacy

1. Before the Meeting is held, shareholders may form groups to nominate candidates for the Board of Directors.

2. Nomination of members of the Board of Directors:

a) Members of the Board of Directors shall be nominated by shareholders in proportion to their shareholdings. Shareholders may pool their shareholdings to vote on nominations of members of the Board of Directors.

b) A shareholder or group of shareholders holding voting shares representing:

- From 10% to less than 20%: may nominate up to 01 candidate.
- From 20% to less than 50%: may nominate up to 02 candidates.
- From 50% to less than 65%: may nominate up to 03 candidates.
- 65% or more: may nominate the full number of candidates.

c) If the nominations and candidacies received still do not provide the required number of candidates, the incumbent Board of Directors may nominate additional candidates, whose names shall be clearly disclosed and approved by the General Meeting of Shareholders before the election.

Candidates for the Board of Directors must give a written undertaking as to the truthfulness, accuracy and reasonableness of the personal information disclosed, and undertake to perform their duties honestly if elected, in accordance with Clause 1, Article 25 of the Corporation's Charter.

Article 4. Procedures for nominating and electing members of the Board of Directors

1. The list, curricula vitae and other relevant information of the candidates nominated or standing for election to the Board of Directors must be sent to the

incumbent Board of Directors no later than ten (10) days before the date of the 2026 Extraordinary General Meeting of Shareholders (Second Session).

2. The list of candidates (together with their curricula vitae and information) shall be posted at the Corporation's head office and the Meeting venue, and published on the Corporation's website.

3. Members of the Board of Directors shall be elected by cumulative voting, under which each shareholder's total number of votes equals the number of shares owned multiplied by the number of members to be elected to the Board of Directors. A shareholder may cast all of their votes for one candidate or a number of candidates, or distribute them equally among candidates.

3. Ballots shall be pre-printed by the Organising Committee and shall list the candidates in Vietnamese alphabetical order, state the value or number of shares, and bear the seal of the Corporation.

5. Shareholders may vote for themselves if they are on the list of candidates printed on the ballot.

6. Ballots shall be distributed at the General Meeting of Shareholders. Each ballot shall state the names of the candidates, the shareholder's details and the total number of voting shares the shareholder holds or represents. Shareholders must check the number of shares stated on their ballot and report any error immediately upon receipt.

7. A ballot shall be invalid if it falls within one or more of the following cases:

- It was not issued by the Vote-Counting Committee;

- It votes for more candidates than the prescribed number;

- It contains erasures or alterations;

- It names persons who are not on the list of nominees and candidates approved by the General Meeting of Shareholders before the election;

- Other cases provided by law or decided by the General Meeting of Shareholders.

8. Based on the number of members prescribed for the Board of Directors, the General Meeting of Shareholders shall select the candidates with the highest percentage of votes, by number of shares, in descending order until all positions are filled.

9. If the first round of voting does not fill all positions on the Board of Directors, the General Meeting of Shareholders shall hold a second round for the remaining candidates until all positions are filled, or as otherwise decided by the General Meeting of Shareholders.

10. Where one (01) of two (02) candidates with an equal percentage of votes, by number of shares, must be selected, the Chairperson shall decide by whatever method the General Meeting of Shareholders considers appropriate.

11. The election results shall be recognised once the election minutes have been approved by the Chairperson and the resolution adopted by the General Meeting of Shareholders.

Article 5. Marking ballots and counting votes

1. Marking ballots: Shareholders vote by writing the number of shares allocated to each candidate of their choice. A shareholder or authorised representative shall select candidates by writing the number of votes for each candidate directly in the "Number of votes" column. The total number of votes cast for all candidates must not exceed the total number of votes the shareholder is entitled to cast, as stated in the shareholder information section of the ballot. The number of votes for each candidate may vary according to the shareholder's or representative's confidence in that candidate.

Example: Shareholder Nguyen Van A is voting to elect 05 members of the Board of Directors from a total of 05 candidates, and holds (including owned and authorised shares) 1,000 voting shares. Shareholder Nguyen Van A's total number of votes is therefore (1,000 x 5) = 5,000 votes.

- Case 1: Shareholder Nguyen Van A distributes his votes equally among 05 candidates (1,000 votes for each candidate)

No.	List of candidates	Number of votes
1	Candidate A	1,000
2	Candidate B	1,000
3	Candidate C	1,000
4	Candidate D	1,000
5	Candidate E	1,000
	Total	5,000

- Case 2: Shareholder Nguyen Van A casts all of his votes for 01 candidate (all for Candidate B)

No.	List of candidates	Number of votes
1	Candidate A	0
2	Candidate B	5,000
3	Candidate C	0
4	Candidate D	0
5	Candidate E	0
	Total	5,000

- Case 3: Shareholder Nguyen Van A casts his votes for 05 candidates, unequally

No.	List of candidates	Number of votes
1	Candidate A	1,000
2	Candidate B	500

3	Candidate C	1,200
4	Candidate D	800
5	Candidate E	1,500
	Total	5,000

- *Case 4: Shareholder Nguyen Van A divides his votes among several candidates (between Candidate C and Candidate E)*

No.	List of candidates	Number of votes
1	Candidate A	0
2	Candidate B	0
3	Candidate C	2,000
4	Candidate D	0
5	Candidate E	3,000
	Total	5,000

- A shareholder or authorized representative may use any of the 4 methods above, or any other method permitted by the regulations, to cast their votes.

- Each ballot lists the candidates. Shareholders/authorized representatives shall select the candidates in whom they have confidence. If a mistake is made, the ballot must not be erased or altered; the shareholder/authorized representative shall ask the Election and Vote-Counting Committee for a replacement ballot.

2. The Election and Vote-Counting Committee shall count votes in accordance with the following rules:

- Votes shall be counted by the Election and Vote-Counting Committee immediately after voting closes, in a separate room, under the supervision of shareholder representatives and/or the Chairperson of the Meeting;

- Verifying the validity of ballots and recording the vote-counting results;

- Sealing all ballots and handing them over to the Supervisory Board of the Corporation immediately after the Meeting closes.

3. Vote-Counting Minutes:

- The Election and Vote-Counting Committee shall prepare the Vote-Counting Minutes. The Head of the Committee shall read the Vote-Counting Minutes to the Meeting.

- The Committee shall carry out all verification, minute-taking and announcement of the vote-counting results honestly and accurately, and shall be responsible for those results.

Article 6. Complaints about the election and vote counting

1. Every shareholder attending the Meeting has the right to raise questions before the Meeting on matters relating to the election of members of the Board of Directors.

All complaints and supplementary election results shall be considered and resolved at the Meeting. Where a complaint is made, the Vote-Counting Committee shall recheck the votes and seek the Meeting's decision.

2. Complaints about the election and vote counting shall be resolved by the Chairperson of the Meeting and recorded in the Minutes of the Meeting.

Article 8. Effect of the Regulations

These Regulations shall take effect from the time of their approval by the Meeting and shall be binding on all shareholders attending the 2026 Extraordinary General Meeting of Shareholders (Second Session) and on the Organizing Committee.

Recipients:
- Board of Directors, Supervisory Board (e-copy);
- Party Committee, Trade Union, Youth Union (e-copy);
- Executive Board, Chief Accountant (e-copy);
- Shareholders of the Corporation;
- Corporation's website;
- Filed: Records Office; Board of Directors.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

(Signed)

Nguyễn Văn Hải

VIETNAM NATIONAL COAL - MINERAL INDUSTRIES HOLDING CORPORATION
VINACOMIN – MINERALS HOLDING CORPORATION

No. 3281/TTr-VIMICO

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

Hanoi,23 November 2026

PROPOSAL
On the Election of a Member of the Board of Directors of Vinacomin – Minerals Holding Corporation, 2025–2030 Term

To: The General Meeting of Shareholders of Vinacomin – Minerals Holding Corporation

Pursuant to the Law on Enterprises and its implementing regulations;

Pursuant to the Charter on the Organization and Operation of Vinacomin – Minerals Holding Corporation (the "Corporation");

Pursuant to Decision No. 2199/QD-TKV dated 18 November 2026 of the Members' Council of Vietnam National Coal – Mineral Industries Holding Corporation ("TKV") on the nomination of TKV's Representative to the Board of Directors of the Corporation;

Pursuant to Resolution No. 3238/NQ-VIMICO dated 18 November 2026 of the Board of Directors of the Corporation;

Having regard to the current structure and operation of the Board of Directors of the Corporation;

The Board of Directors respectfully submits the following candidate to the General Meeting of Shareholders for consideration and approval of his election as a member of the Board of Directors for the 2025–2030 term:

- Full name: Ly Xuan Tuyen.

- Current position: General Director of Vinacomin – Minerals Holding Corporation.

- Nominated as TKV's Representative on the Board of Directors of the Corporation under Decision No. 2199/QD-TKV dated 18 November 2026 of the Members' Council of TKV.

(The candidate's personal particulars and nomination dossier are attached to this Proposal.)

The Board of Directors respectfully requests that the General Meeting of Shareholders consider and approve the election of Mr Ly Xuan Tuyen as a member of the Board of Directors for the 2025–2030 term.

Respectfully submitted.

Recipients:
- As above;
- Supervisory Board of the Corporation;
- Filed: Office; Organization and Labor Department.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

(Signed)

Nguyen Van Hai



SOCIALIST REPUBLIC OF VIETNAM
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CURRICULUM VITAE

I. PERSONAL INFORMATION:

1/ Full name: Ly Xuan Tuyen

2/ Gender: Male

3/ Date of birth: 18 February 1980

4/ Place of birth: Cam Nhan Commune, Lao Cai Province

5/ ID Card No.: 015080001078; date of issue: 24 April 2021; place of issue: Hanoi

6/ Nationality: Vietnamese

7/ Ethnicity: Tay

8/ Permanent residence: Apartment A2605, Imperia Garden, 203 Nguyen Huy Tuong Street, Thanh Xuan Ward, Hanoi

9/ Telephone number:

10/ Email address:

11/ Current position at the organization subject to information disclosure: General Director of Vinacomin – Minerals Holding Corporation

12/ Other positions currently held at other organizations:

- Chairman of the Board of Directors, Thai Nguyen Non-Ferrous Metals Joint Stock Company;

- Chairman of the Board of Directors, Cao Bang Iron and Steel JS Company

13/ Employment history

Period	Employer	Position
12/2004 – 9/2005	Lao Cai Copper Joint Venture Enterprise	Officer, Mineral Processing Workshop
10/2005 – 4/2006	Sin Quyen Copper Mining and Processing Enterprise, Lao Cai	Technical Officer, Mineral Processing Workshop
5/2006 – 7/2006	Sin Quyen Copper Mining and Processing Enterprise, Lao Cai	Foreman, Mineral Processing Workshop
8/2006 – 9/2007	Sin Quyen Copper Mining and Processing Company, Lao Cai	Foreman, Mineral Processing Workshop; concurrently Secretary of the Youth Union Cluster Branch

10/2007 – 7/2008	Sin Quyen Copper Mining and Processing Company, Lao Cai	Deputy Manager, Mineral Processing Workshop
8/2008 – 6/2009	Sin Quyen Copper Mining and Processing Company, Lao Cai	Deputy Manager in charge of the Mineral Processing Workshop
7/2009 – 5/2010	Sin Quyen Copper Mining and Processing Company, Lao Cai	Deputy Manager, Mineral Processing Workshop; Concurrently Vice Chairman of the Company Trade Union
6/2010 – 01/2011	Sin Quyen Copper Mining and Processing Company, Lao Cai	Deputy Director of the Company Concurrently Vice Chairman of the Company Trade Union
02/2011 – 7/2013	Sin Quyen Copper Mining and Processing Company, Lao Cai	Deputy Director of the Company Concurrently Chairman of the Company Trade Union
8/2013 – 10/2015	Sin Quyen Copper Mining and Processing Company, Lao Cai	Secretary of the Party Committee; Director of the Company
10/2015 – 11/2019	Sin Quyen Copper Mining and Processing Branch, Lao Cai	Secretary of the Party Committee; Branch Director
11/2019 – 10/2026	Vinacomin – Minerals Holding Corporation	Deputy General Director Concurrent positions: Chairman of the Board of Directors, Thai Nguyen Non-Ferrous Metals Joint Stock Company Chairman of the Board of Directors, Cao Bang Iron and Steel Joint Stock Company
11/2026 – present	Vinacomin – Minerals Holding Corporation	General Director of Vinacomin – Minerals Holding Corporation

II. FAMILY RELATIONSHIPS (father, mother, spouse, siblings, children)

Relationship	Full name	Year of birth	Place of origin, occupation, title, position, workplace or school, place of residence (domestic or overseas); membership of political and social organizations, etc.
Father	Ly Xuan Cuong	1946	Place of origin and residence: Pha Hamlet, Cam Nhan Commune, Lao Cai Province; Occupation: Farmer in Lao Cai.

Mother	Nguyen Thi Cay	1946	Place of origin and residence: Pha Hamlet, Cam Nhan Commune, Lao Cai Province; Occupation: Farmer.
Wife	Nguyen Thu Ha	1983	Place of origin: Lao Cai; Office staff, Vinacomin – Minerals Holding Corporation. Residence: Apartment A2605, Imperia Garden, 203 Nguyen Huy Tuong Street, Thanh Xuan Ward, Hanoi.
Child	Ly Mai Linh	2006	Student at the National Economics University, Hanoi; living with parents in Hanoi.
Child	Ly Bao Chau	2011	School student; living with parents in Hanoi.
Child	Ly Minh Chau	2017	School student; living with parents in Hanoi.
Elder brother	Ly Xuan Hung	1966	Pha Hamlet, Cam Nhan Commune, Lao Cai Province; Farmer in Lao Cai
Elder sister	Ly Thi Huong	1970	Pha Hamlet, Cam Nhan Commune, Lao Cai Province; Farmer in Lao Cai
Elder sister	Ly Thi Xuyen	1973	Pha Hamlet, Cam Nhan Commune, Lao Cai Province; Farmer in Lao Cai
Elder brother	Ly Xuan Tuyen	1975	Pha Hamlet, Cam Nhan Commune, Lao Cai Province; Agricultural engineer, retired, living in Lao Cai
Elder brother	Ly Xuan Tuyen	1977	Pha Hamlet, Cam Nhan Commune, Lao Cai Province; Bachelor of Agricultural Economics; Vice Chairman of the Vietnam Fatherland Front and Chairman of the Farmers' Association of Cam Nhan Commune
Younger sister	Ly Thi Truyen	1982	Vang Hamlet, Gia Phu Commune, Lao Cai Province; Teacher at Son Ca Kindergarten, Tang Loong Commune, Lao Cai Province

III. LEGAL UNDERTAKING:

I undertake not to violate any provisions of current law and accept legal responsibility for the information given in this declaration.

DECLARANT

(Signed)

Ly Xuan Tuyen

VIETNAM NATIONAL COAL - MINERAL INDUSTRIES HOLDING CORPORATION
VINACOMIN – MINERALS HOLDING CORPORATION

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

Hanoi, 18 November 2026

No. 3242/TTr-VIMICO

PROPOSAL

On Approval of the Steel Billet Sale and Purchase Contract between Vinacomin – Minerals Holding Corporation and Cao Bang Iron and Steel Joint Stock Company

To: The General Meeting of Shareholders of Vinacomin – Minerals Holding Corporation

Pursuant to the Charter on the Organization and Operation of Vinacomin – Minerals Holding Corporation (the "Corporation"), as amended and supplemented for the eighth time, issued under Decision No. 1380/QD-VIMICO of the Board of Directors dated 20 October 2026;

Pursuant to Resolution No. 669/NQ-VIMICO of the General Meeting of Shareholders dated 25 March 2020 ("Resolution 669/2020"), the Corporation and Cao Bang Iron and Steel Joint Stock Company ("CISCO") have entered into annual contracts for the sale of steel billets produced by CISCO. To sustain stable production and growth, balance its raw material supply and lay the groundwork for long-term investment and deep-processing projects, the Corporation requires a long-term steel billet sale and purchase contract with CISCO, the principal terms of which are as follows:

1. Goods: steel billets of all types (including molten pig iron and hot steel, if the buyer so requires) produced and supplied by CISCO.

2. Contract term: a minimum of four (04) years (expected to commence in 2027), to be extended automatically until CISCO has repaid in full all amounts owed to the Corporation in respect of the contract advance.

3. Volume: estimated at 820,000 tonnes. Actual volume: all steel billets (including molten pig iron and hot steel, if the buyer so requires) produced and supplied by CISCO throughout the term of the contract.

4. Estimated unit price (excluding VAT): VND 13,500,000 per tonne.

5. Estimated contract value (including VAT and any other taxes, fees and charges, if applicable): VND 12,177,000,000,000.

6. Contract advance (prepayment for goods): up to 20% of the estimated contract value above. The amount of each advance shall depend on CISCO's funding needs and the Corporation's financial capacity.

7. Advance discount rate: equivalent to the rate at which the Corporation borrows short-term funds from the Bank for Investment and Development of

Vietnam (BIDV) – Transaction Office 3 (or from another bank agreed by the parties, if the Corporation has no short-term borrowings from BIDV), for the period corresponding to each discount calculation period.

As this is a high-value contract within the authority of the General Meeting of Shareholders, the Board of Directors respectfully submits the following for the General Meeting's approval:

1. The long-term steel billet sale and purchase contract between the Corporation and CISCO, on the principal terms set out above (the full draft contract is enclosed).

2. The assignment of the General Director to negotiate and finalize the contract with CISCO, sign it, and oversee its implementation.

3. The authorization of the Board of Directors to review and decide, during implementation, on any adjustments to the relevant terms to reflect actual production and business conditions, and to report to the General Meeting of Shareholders at its next meeting.

The Board of Directors respectfully submits this Proposal to the General Meeting of Shareholders of the Corporation for consideration and approval, so that the contract can be implemented.

Respectfully submitted.

Recipients:
- As above;
- Members of the Board of Directors of the Corporation;
- Supervisory Board of the Corporation;
- Filed: Office; Finance-Accounting Department.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

(Signed)

Nguyen Van Hai

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

DRAFT

STEEL BILLET SALE AND PURCHASE CONTRACT

No.: /VIMICO – CISCO/20…

Pursuant to the Civil Code dated 24 November 2015;

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

Pursuant to the Law on Enterprises dated 17 June 2020;

Pursuant to Resolution No. /NQ-VIMICO dated / /20… of the Annual/Extraordinary General Meeting of Shareholders of 20… of Vinacomin – Minerals Holding Corporation;

Pursuant to Resolution No. /NQ-ĐHĐCĐ dated / /20… of the Annual/Extraordinary General Meeting of Shareholders of 20… of Cao Bang Iron and Steel Joint Stock Company;

Having regard to the capabilities and requirements of the Parties.

This Contract is entered into on …… 20… at …… by and between:

SELLER: CAO BANG IRON AND STEEL JOINT STOCK COMPANY

("Party A" or "CISCO")

Address: No. 052, Pho Thau Residential Group, Thuc Phan Ward, Cao Bang Province, Vietnam.

Telephone: 0206.3953.369

Tax code: 4800162247

- Account No.: 33000.17892, at BIDV – Cao Bang Branch.
- Account No.: 35256660666666, at MB Bank – Hoan Kiem Branch.
- Account No.: 39476789, at VPBank.

Representative: Mr Tran Van Chuong; Position: Director.

BUYER: VINACOMIN – MINERALS HOLDING CORPORATION

("Party B" or "VIMICO")

Address: Floors 29 & 30, Vinacomin Tower, No. 3 Duong Dinh Nghe Street, Yen Hoa Ward, Hanoi, Vietnam.

Telephone: 024.6287.6666

Tax code: 0100103087

- Account No.: 112000054351, at VietinBank – Hai Ba Trung Branch.
- Account No.: 1600073585, at BIDV – Transaction Office 3 Branch.
- Account No.: 0021000243133, at Vietcombank – Hanoi Branch.
- Account No.: 0571104010005, at MB Bank – Hoan Kiem Branch.
- Account No.: 170114851000017, at Eximbank – Long Bien Branch, Hanoi.
- Account No.: 4522666888, at VPBank.

Representative: Mr Ly Xuan Tuyen; Position: Acting General Director.

The Parties have agreed to enter into this contract for the sale and purchase of steel billets (the "Contract") on the following terms and conditions:

Article 1. Goods

1. Description: Steel billets of various grades (including molten pig iron, if any) (the "Goods").

2. Origin: The steel billets are produced by CISCO at the Cao Bang Iron and Steel Complex, Km 7, National Highway 34, Tan Giang Ward, Cao Bang Province, Vietnam.

3. Specifications and quality of the Goods

3.1. Specifications:

- Billets of square cross-section, supplied loose, bar by bar.

- Cross-section: 150 mm x 150 mm (tolerance: ±5 mm).

- Length: up to 6,330 mm, as specified in Party B's order (tolerance: ±100 mm).

- Diagonal difference: 10 mm max.

- Corner radius or chamfer: $R \leq 15$ mm.

- Total bow (camber): 10 mm/m max.

- Twist: 01 degree/m max.

- Surface condition: Free from warping, cracks, laps and pitting with blowholes exceeding 2 mm; billet ends free from shrinkage cavities; surface clean and free from mill scale.

- Marking and coding: As per the manufacturer's regulations. Party A shall mark the lot number and heat number clearly on each billet to enable Party B to verify the quality of each lot.

- The actual specifications of the Goods may differ from those stated in the Contract (if any).

3.2. Quality:

- CISCO's in-house standards ("TCCS") for the steel grades used in its production and business activities, issued under Decision No. 1033/QD-CISCO dated 14 August 2024, and/or any other in-house standards that CISCO may issue during the performance of the Contract.

- For any Goods whose specifications and quality fall outside CISCO's in-house standards (if any): as set out in VIMICO's written request, subject to CISCO's production and supply capacity. Such request shall form an integral part of the Contract.

- As specified in the purchase order placed by Party B and accepted by Party A, based on the prevailing Vietnamese, Chinese, Japanese, Russian, US, German, Italian, French, UK or EU standards, or any other standards applicable to the steel grade concerned. Each purchase order shall be placed at least 01 month before the earliest delivery date and detailed in the relevant Appendix to the Contract.

4. Quantity:

4.1. Provisional quantity: 820,000 tonnes.

4.2. Actual quantity: In line with actual production, CISCO's sales requirements and market demand. Monthly, quarterly and annual quantities shall be determined under the sale and purchase contract between Party B and the customer to which Party B resells the steel billets supplied under this Contract ("Party C"), or under the contract between the Parties for Party B's deep processing (rolling of section steel).

Article 2. Price and Contract Value

1. Unit price at signing: The provisional unit price at the signing of the Contract (exclusive of VAT but inclusive of all other taxes, fees and charges, if any) is VND 13,500,000 per tonne of steel billets conforming to the specifications and quality requirements set out in Article 1.

2. The provisional Contract value, inclusive of 10% VAT and any other taxes, fees and charges payable under Vietnamese law (if any), is VND 12,177,000,000,000 (in words: twelve thousand one hundred and seventy-seven billion Vietnamese dong).

3. Official unit price:

3.1. Pricing: The price of the Goods shall be the market price prevailing at the time of each transaction, less the capital, financing and commercial costs relating to this Contract (including the costs of organizing or participating in auctions, price quotations and price negotiations, if any). Any such costs shall be deducted from the price of the lots delivered in each month or quarter, at the end of the financial year or upon final settlement of the Contract, or shall be reimbursed by Party A to Party B by another appropriate method agreed by the Parties.

3.2. The market price shall be determined by any of the following methods:

3.2.1. The unit price shall be the price at which Party B sells the steel billets under this Contract to Party C, as determined by the outcome of an auction, price quotation or price negotiation (price fixing) conducted by Party B under the sales regulations issued by the Board of Directors of VIMICO (as amended, supplemented or replaced after the signing of this Contract, if applicable).

3.2.2. The unit price shall be the price at which Party B sells the steel billets under this Contract to Party C, as determined by the outcome of an auction, price quotation or price negotiation organized by Party C in which Party B participates. In that case, having regard to the financial and commercial conditions set by Party C, Party B shall consult and agree with Party A before participating.

3.2.3. The unit price shall be the price at which Party B purchases the steel billets under this Contract for deep processing (rolling of section steel), as determined under the framework contract and/or the annual contract for the sale and purchase of steel billets for deep processing between Party A and Party B.

4. The official Contract value shall be determined by reference to the quantities delivered, the official unit price and the actual quality of the lots delivered under this Contract and under the contract between Party B and Party C or, where the Goods are used for Party B's deep processing, the contract between the Parties.

Article 3. Delivery and Receipt of the Goods

1. Receiving party: Party B or, on each occasion that Party B completes a sale, Party C, as reflected in the sale and purchase contract between Party B and Party C. In that case, the contract between Party B and Party C, once sent to Party A, shall be deemed an Appendix to this Contract (except for any provisions that conflict with this Contract) and shall bind both Parties, which shall jointly perform the obligations under it.

2. Method and place of delivery:

2.1. The Goods shall be delivered onto the means of transport of Party B (or of Party C, as designated by Party B) at Party A's warehouse (address: Cao Bang Iron and Steel Complex, Km 7, National Highway 34, Tan Giang Ward, Cao Bang Province). Loading costs, and the risk of loss of or damage to the Goods, shall pass from Party A to Party B (or Party C) when the Goods are loaded onto such means of transport in accordance with this Contract.

2.2. Delivery at another place: Where Party C requests delivery at another place or by another method, and Party A has agreed to this before Party B signs the contract with Party C, the method and place of delivery shall be as set out in the contract between Party B and Party C. In that case, costs and the risk of loss of or damage to the Goods shall pass from Party A to Party B (or Party C) when the Goods are unloaded from the means of transport of Party A (and/or of the transport service provider) at the delivery place agreed in the contract between Party B and Party C. Party A shall be responsible for arranging personnel, lifting and loading equipment, transport, escort, security and insurance (if any) for the Goods, and shall bear the costs of loading, unloading and transport to Party C, so that delivery proceeds smoothly and meets Party C's requirements in a timely manner under the contract between Party B and Party C. In this case, the quantity of Goods shall be the weight determined at the delivery place, and the price shall include all costs of loading, unloading, transport, insurance, escort and security of the Goods to the delivery place for handover to Party C.

2.3. Transport of the Goods to the delivery place specified in Clause 2.2 of this Article:

(a) Party B shall assist Party A in selecting, and entering into (or may authorise Party A to enter into), a contract for the transport of the Goods from Party A's warehouse to the delivery place designated by Party C, and shall pay the transport charges to the transport service provider (the "Transporter").

(b) CISCO shall be responsible for managing, insuring, preserving and safeguarding the Goods in transit, and shall bear all risks, losses and costs (if any) arising from the time the Transporter takes over the Goods from Party A until delivery to Party C is complete. CISCO shall also reimburse VIMICO for the transport charges that VIMICO is required to pay the Transporter, as provided in sub-items (c) and (d) of this Item 2.3.

(c) The provisional unit transport price (exclusive of VAT) is VND 600,000 per tonne of steel billets.

(d) The official unit transport price:

As set out in the contract between VIMICO and the Transporter. VIMICO shall select the Transporter by tender, competitive quotation, direct appointment or other means, in compliance with the Regulation on the Selection of Suppliers of Goods, Products and Services Outside Investment Projects within Vinacomin – Minerals Holding Corporation, issued under Decision No. 243/QD-VIMICO dated 14 March 2024 (as amended, supplemented or replaced). The unit transport price shall be determined and settled between VIMICO and the Transporter monthly or by lot, depending on the circumstances.

(e) Invoicing for transport services:

Within 05 working days of receiving the VAT invoice for transport services from the Transporter, Party B shall issue a VAT invoice for those services to Party A.

3. Supply schedule and delivery plan:

3.1. Supply schedule: The Goods under this Contract shall be supplied by Party A to Party B over four years, expected to run from 2027 to 2030. Monthly, quarterly and annual supply schedules shall follow the contract between Party B and Party C and/or between the Parties.

If, for objective reasons, Party A is unable to deliver, and/or Party B (or Party C, as designated by Party B) is unable to complete receipt of the Goods, in accordance with the agreed schedule, Party B shall agree with Party C on a suitable adjustment to the delivery time. Such agreement shall also constitute an agreement between Party A and Party B.

3.2. Delivery lots: The Goods shall be delivered in several lots, with quantities consistent with Article 1 of the Contract. Each lot shall be not less than 1,000 tonnes ±5% (or the quantity sold under the contract between Party B and Party C, if that quantity is less than 1,000 tonnes).

3.3. Daily delivery hours: From 07:00 to 22:30 every day (excluding public holidays and Tet). If Party B (and/or Party C, as designated by Party B) wishes to take delivery outside these hours, it shall notify Party A's delivery representative at least 14 hours before the intended time of receipt, so that Party B can arrange personnel and loading equipment (if it is able to do so).

4. Delivery plan: At least 01 (one) day before delivery, Party B shall notify Party A, by means of a Delivery Notice, of the receiving entity (Party C) and the quantity of Goods to be delivered.

5. Confirmation of quantity: The quantity of Goods delivered shall be determined by weighing on a suitable electronic scale at the delivery place. Party B (or Party C) shall send its staff to the delivery place to work with Party A in monitoring and recording deliveries and preparing the Delivery and Receipt Record.

Article 4. Inspection, Determination of Quality and Warranty of the Goods

1. Quality certificates:

Party A shall provide Party B (or Party C) with all quality certificates (mill test certificates) issued by the manufacturing plant for each lot immediately upon completion of delivery of that lot. Where Party B's purchase order requires additional quality inspection by one of the independent inspection bodies operating in Vietnam, to be carried out by Party A before delivery, Party A shall bear the cost of that inspection.

2. Re-inspection and quality claim procedure:

2.1. Re-inspection:

Party B (or Party C) may re-inspect the quality of the Goods itself, or engage an independent inspection body operating in Vietnam to do so, at the delivery place or at its own warehouse, in accordance with that body's sampling and inspection procedures. Party B (or Party C) shall bear all costs of re-inspection.

2.2. Quality claim procedure:

If any quality discrepancy is found, Party B (or Party C) shall send Party A a written quality claim, together with the re-inspection certificate or report issued by the independent inspection body (or the results of its own re-inspection), within 07 (seven) working days of the date on which delivery of the lot is completed. If no written claim is submitted within this period, Party B shall be deemed to have accepted that the quality of the Goods conforms to the mill test certificate issued by Party A's manufacturing plant and/or the inspection certificate or report issued by the independent inspection body engaged by Party A (if any) under Clause 1 of this Article 4.

2.3. Party A shall resolve the quality claim within 05 (five) working days of receiving the written claim from Party B (or Party C). If Party A fails to verify the claim within that period, it shall be deemed to have accepted the claim.

If Party A rejects the quality claim of Party B (or Party C), it shall issue a written notice of rejection. Within 05 (five) working days of the date of that notice, the Parties (Party A and Party B or Party C) shall agree on one of the inspection bodies listed in Clause 3 of this Article to carry out sampling and inspection at the time designated by that body and in accordance with its procedures, in the presence of and under the supervision of both Parties. The findings of the body so selected shall be binding on the Parties.

On the basis of the findings of the jointly selected inspection body, if its certificate or report establishes that the Goods are defective, Party A shall bear the related inspection costs. Conversely, if it establishes that the Goods conform, those costs shall be borne by Party B.

3. Inspection bodies:

The independent inspection body agreed by the Parties as the official inspection body for the quality of the Goods (in the event of a quality dispute) shall be one of the following:

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

- Hanoi Branch of Vinacontrol Group Joint Stock Company (Vinacontrol) – Address: No. 96 Yet Kieu Street, Cua Nam Ward, Hanoi;

- Directorate for Standards, Metrology and Quality – Quality Assurance and Testing Centre 1 (Quatest 1) – Address: No. 08 Hoang Quoc Viet Street, Nghia Do Ward, Hanoi;

- SGS Vietnam Co., Ltd. – Address: No. 198 Nguyen Thi Minh Khai Street, Xuan Hoa Ward, Ho Chi Minh City ("SGS Vietnam") [– applicable to CT5πC steel billets for internal consumption within TKV by VMC in the event of a dispute, and/or where Party B purchases steel billets for deep processing into section steel.]

4. Party B (or Party C) may return to Party A all steel billets that fail to meet the quality requirements (if any). Party A shall take back such billets, collecting them on its own means of transport from Party B's warehouse or from the warehouse of the consignee designated by Party B.

5. Warranty: If billets crack or break during rolling at the plant of Party B (or Party C), Party B (or Party C) shall immediately stop using the Goods, preserve them in their condition at that time and promptly notify Party A so that the matter can be dealt with jointly. The Parties shall meet at the plant of Party B (or Party C) at a convenient time to discuss and implement solutions, with a view to minimising any loss to each Party (if any).

6. Documents relating to the quality claim procedure may be sent by fax, email or Zalo message so that claims can be resolved in a timely manner, but the originals shall be sent to the other Party as soon as possible.

Article 5. Advance Payment and Payment

1. Prepayment for the Goods:

1.1. Prepayment (referred to in this Contract and related documents as an "Advance Payment") means payment by Party B to Party A for Goods under this Contract before Party A transfers ownership of the Goods to Party B (or to Party C, as designated by Party B). Ownership passes from Party A to Party B (or Party C) when Party A completes delivery, as evidenced by a Delivery and Receipt Record signed by the representatives of Party A and Party B (or Party C, as designated by Party B), and Party A has issued a VAT invoice for the Goods to Party B.

1.2. Amount: Party B shall make Advance Payments to Party A of up to 20% of the provisional Contract value stated in Clause 2 of Article 2.

1.3. The timing and amount of each Advance Payment shall be agreed by the Parties at Party A's request, having regard to Party B's financial capacity.

1.4. Prepayment discount (cost of capital/financing cost):

1.4.1. The prepayment discount is the amount, in VND, that Party A allows Party B by way of deduction when Party B pays in advance for Goods under this Contract (the "Discount Amount").

1.4.2. The Discount Amount (D) shall be determined as follows:

D = Actual Advance Payment × Discount Rate (% per year) × Number of Prepayment Days ÷ 365

Where:

- Actual Advance Payment: the amount actually transferred by Party B to Party A (including any amount owed by Party A to Party B that the Parties agree to convert into an Advance Payment).

- Discount Rate:

Equal to Party B's short-term borrowing rate at BIDV – Transaction Office 3 (or at another bank agreed by the Parties, if Party B does not borrow short-term from BIDV) for each period corresponding to the discount calculation period.

- Number of Prepayment Days:

The number of days from the date on which Party B transfers the Advance Payment to Party A (or the date on which the Parties agree to convert a debt into an Advance Payment, if applicable) to the date on which Party B offsets the Advance Payment in accordance with the Contract.

1.4.3. The Discount Amount for each month or payment period shall be recorded by the Parties in a Record of Agreement on the Discount Amount on Goods Payments made under this Contract.

1.4.4. The total Discount Amount shall be settled between the Parties at the end of the financial year and/or upon final settlement of the Contract.

1.4.5. Documents evidencing payment of the Discount Amount shall be prepared in accordance with applicable law.

1.5. Advance Payments shall be offset progressively in accordance with the principle set out in Item 2.5 of Clause 2 of this Article.

1.6. Any balance of Advance Payments outstanding at the end of the delivery period under the supply schedule in Clause 3 of Article 3 shall be dealt with in one of the following ways:

1.6.1. It shall be carried forward automatically as the opening Advance Payment balance under the next steel billet sale and purchase contract between the Parties (if any).

1.6.2. If there is no such subsequent contract, this Contract shall remain in force until Party A has refunded the Advance Payments and the Discount Amount to Party B in full.

2. Payment in arrears:

2.1. Payment in arrears means payment by Party B to Party A for Goods under the Contract after the Parties have completed the transfer of ownership of the Goods (that is, delivery is complete) and Party B has received the provisional VAT invoice for the Goods; or after the Parties have completed the final settlement of the value of each lot delivered under the Contract and Party B has received the adjusted VAT invoice (if any) issued by Party A.

2.2. Currency of payment: Vietnamese dong ("VND").

2.3. Method of payment: By bank transfer and/or offsetting of payables and receivables (if any). Party B shall bear the remittance fee and all other bank fees and charges (if any) for payments to Party A.

2.4. Payment schedule:

2.4.1. Initial payment: Party B shall pay up to 95% of the provisional value of each lot within 30 working days of the date on which the Parties complete delivery (or provisional delivery) of the lot and Party B has received the VAT invoice stating the provisional value of the lot issued by Party A.

2.4.2. Subsequent payment: Party B shall pay Party A the remaining value of the lot (if any) within 30 days of the date on which the Parties sign the Lot Value Settlement Record (or a document of equivalent meaning and legal effect).

2.5. Payment dossier for each lot:

- A written payment request from Party A to Party B (applicable to bank transfers only).

- The original Steel Billet Delivery and Receipt Record between Party A and Party B (or Party C).

- The original Record confirming and agreeing the quality of the lot (or a document of equivalent meaning and legal value) between Party A and Party B (or Party C).

- The original Record of the final settlement of the value of the lot between Party A and Party B.

- A valid and lawful VAT invoice for the Goods actually sold and purchased, issued by Party A to Party B.

2.6. Issuance of VAT invoices for the Goods

2.6.1. Buyer's details: As stated at the beginning of the Contract and/or in any written notice from Party B of changes during the performance of the Contract.

2.6.2. Issuance of the provisional VAT invoice for the Goods:

(a) Quantity: The quantity shown on the provisional invoice shall be the quantity of steel billets delivered (or provisionally delivered) and received (or provisionally received) by Party B (or Party C). If, for objective reasons, the Parties (A and B, or C) are unable to complete delivery of a lot, but Party B (or Party C) wishes to take provisional receipt of the Goods and leave them in Party A's warehouse, the quantity shall be determined by the average weight of the billets. In that case, the quantity shown on the provisional VAT invoice shall be treated as the provisional quantity.

(b) Provisional unit price: The provisional unit price at which Party B signs the sale and purchase contract with Party C.

(c) VAT rate: As prescribed by the relevant law in force at the time the transaction actually takes place (that is, when ownership of the Goods is transferred).

(d) Content and timing of issuance of the VAT invoice for the Goods: In accordance with the relevant law.

2.6.3. Issuance of an adjusted VAT invoice to adjust the provisional VAT invoice already issued:

Once Party A and Party B (or Party C) have determined the quantity of steel billets delivered (for which a provisional invoice has been issued), and/or the Parties have signed the Record of final settlement of the value of the lot (or a document of equivalent legal effect), Party A shall issue an adjusted VAT invoice increasing or decreasing the quantity, unit price and value of the Goods and the VAT amount shown on the provisional invoice.

2.6.4. A VAT invoice may be adjusted several times, but after the final adjustment it must accurately reflect the actual quantity and value of the Goods sold and purchased between the Parties.

2.6.5. Email addresses for receiving invoices: Lamtchc@gmail.com and dungntt.vimico@gmail.com

Article 6. Responsibilities of the Parties

1. Party A shall:

1.1. be legally responsible for the provenance, origin and ownership of the Goods sold to Party B/Party C;

1.2. supply Party B in full with the Goods described in Article 1 of the Contract, and perform fully its obligations under the Contract;

1.3. facilitate delivery and receipt of the Goods by Party B (and/or Party C), and guide and manage the receiving representatives of Party B or Party C (including persons engaged by Party B or Party C to transport the Goods, if any) when they enter the delivery area under Party A's management;

1.4. ensure that the electronic scales satisfy the conditions for use under the law;

1.5. bear ultimate responsibility for the quality of the Goods delivered to Party B's customers, and work with Party B and the other parties concerned to resolve any claims made by Party B's customers;

1.6. promptly update and notify Party B of any unusual changes in the quantity and quality of the Goods produced;

1.7. at Party B's request, send Party B the declaration of origin of the domestic manufacturer/supplier of materials in the form prescribed in Appendix X issued with Circular No. 05/2018/TT-BCT dated 3 April 2018 of the Ministry of Industry and Trade on rules of origin of goods (and/or any amending, supplementing or replacing regulations issued by the Ministry of Industry and Trade during the performance of the Contract, if any);

1.8. confirm the quantity of Goods actually delivered, and prepare a Record agreeing the value of each lot or of the Contract in accordance with the provisions of this Contract;

1.9. coordinate closely with Party B (or Party C) to resolve any difficulties (if any) arising during delivery and receipt of the Goods or performance of the Contract;

1.10. issue VAT invoices for the Goods in accordance with the regulations;

1.11. notify Party B periodically, no later than the 20th of each month (or, if the 20th falls on a non-working day, the next working day), of its sales plan for the following month (including the expected inventory of steel billets at the end of the month, the production plan, the sales plan, etc.);

1.12. notify Party B periodically, before the 20th of the last month of each quarter (or, if the 20th falls on a non-working day, the next working day), of its sales plan for the following quarter (including the expected inventory of steel billets at the end of the last month of the quarter, the production plan, the quarterly sales plan, etc.);

1.13. determine and notify the floor price for offering the steel billets for sale when Party B so requests, in which case Party A shall be legally responsible for the floor price it determines and notifies to Party B;

1.14. perform the other responsibilities agreed in this Contract and under the relevant law.

2. Party B shall:

(a) notify Party A of the delivery plan; and

(b) pay Party A for the Goods in accordance with the quality and quantity received, as provided in the Contract, and perform fully its obligations under the Contract.

Article 7. Authorisation

1. Where Party B signs a contract with Party C for the sale of steel billets under this Contract, Party B authorises CISCO, and CISCO accepts the authorisation, to:

1.1. liaise directly with Party C and arrange the delivery and receipt of the Goods under this Contract with Party C, in accordance with the contract between Party B and Party C;

1.2. guide and manage Party C's receiving representatives (including persons engaged by Party C to transport the Goods, if any) when they enter the delivery area under CISCO's management (if delivery is made at Party A's warehouse); or work with Party C to guide and manage the delivery representatives of the Transporter during delivery, receipt and transport of the Goods under this Contract and the contract between Party A and Party C, both on the road and upon entering delivery areas under the management of CISCO and Party C;

1.3. require Party C's receiving representatives (or the Transporter's) to comply strictly with the rules and instructions of CISCO and Party C when entering the delivery area, to bear legal responsibility and all related risks for any breach of those rules that causes an accident or damage to themselves, and to compensate Party C, CISCO or any other third party in full for any accident or damage to their persons or property caused by such a breach;

1.4. coordinate with Party C and the Transporter to resolve any difficulties (if any) arising during delivery and receipt of the Goods and/or in carrying out the matters authorised by VIMICO;

1.5. weigh, record, consolidate, reconcile, prepare and sign the delivery and receipt documents (weighing slips, warehouse issue notes, daily Delivery and Receipt Records and Consolidated Records of the quantity delivered for each lot) with Party C (or the Transporter);

1.6. together with Party C, take, process and divide samples and send them for umpire analysis where Party C makes a quality claim under this Contract and the contract between Party B and Party C;

1.7. together with Party C, reconcile, agree, prepare and sign the Record confirming the official quantity and quality of the lot delivered, in accordance with this Contract and the contract between Party B and Party C;

1.8. together with the Transporter, accept the quantity and value of the Goods transported, in accordance with the contract between Party B and the Transporter;

1.9. perform any other matters (if any) notified by VIMICO to CISCO and/or otherwise agreed (if any) in the contract for the sale and purchase of the Goods under this Contract signed between Party B and Party C.

2. The quantity and quality of the Goods actually delivered, as jointly agreed and confirmed by CISCO and Party C, shall be the basis for determining and agreeing the value of the Goods sold and purchased under this Contract between VIMICO and CISCO, and between Party B and Party C under the contract between them.

3. The quantity and quality of the Goods actually transported, as jointly agreed and confirmed by CISCO and the Transporter, shall be the basis for determining and agreeing the transport costs for the Goods under this Contract between VIMICO and CISCO, and between Party B and the Transporter under the contract between them.

4. VIMICO has sole discretion to change all or any part of the content and scope of the above authorisation, if it considers it necessary, at any time before the authorised work has taken place.

Article 8. Force Majeure

1. A Force Majeure Event means any event, circumstance or situation that occurs objectively after the signing of this Contract, cannot be remedied, is beyond the control and reasonable foresight of the Parties, and prevents the affected Party from performing all or part of its obligations under the Contract despite having taken all necessary measures within its power.

2. Force Majeure Events include the events, circumstances or situations listed below, or similar ones, that satisfy Clause 1 of this Article:

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

(b) Fire, explosion, or epidemics requiring quarantine under the regulations of the competent authorities;

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

(d) Terrorism, blockade, embargo, riot, insurrection or sabotage;

(e) Strikes, industrial action, attacks on or lockouts of factories;

(f) Decisions of competent state authorities.

3. When a Force Majeure Event occurs, the affected Party shall notify the other Party at the earliest opportunity. Within 05 (five) days of the start of the event, the affected Party shall give the other Party full written details of the event and its impact on the affected Party's performance of the Contract, and propose remedial measures. The written notice shall be accompanied by a document from a competent authority at the place where the event occurred, confirming that it took place.

Within 02 (two) days after the Force Majeure Event ends, the affected Party shall notify the other Party in writing that it has ended. Within the following 07 (seven) days, the affected Party shall provide the other Party with a document confirming the event, issued by a competent authority at the place where it occurred. The confirmation shall describe the event, the place and time of its occurrence, its duration, its consequences and its impact on the performance of the Contract.

If the affected Party fails to give the notices and provide the documents required by this Clause, it shall lose the right to exemption from liability under Clause 5 of this Article.

4. While a Force Majeure Event continues, the affected Party shall provide the other Party with regular reports on the remedial measures taken to prevent or mitigate its effects, together with such other information as the other Party may reasonably request. The Parties shall continue to perform their obligations under the Contract to the extent circumstances permit, and shall take all reasonable steps to perform those parts of the Contract that are not affected by the event.

5. Except for the obligation to pay sums relating to goods and services supplied before the Force Majeure Event occurred and/or any other sums due, a Party that fails to perform its obligations under this Contract because of a Force Majeure Event shall be exempt from liability.

6. If, because of a Force Majeure Event, a Party is unable to perform its obligations under this Contract for 90 consecutive days from the date the event occurred, either Party may

terminate the Contract by giving the other Party not less than 15 (fifteen) days' written notice. The Contract shall be deemed terminated on the date stated in the notice.

After notice of termination is given, the Parties shall continue to perform their outstanding obligations up to the date of termination, except for obligations from which they are exempt. For the avoidance of doubt, in no circumstances shall either Party be released from the payment obligations referred to in Clause 5 of this Article, whether or not the Contract has been terminated.

Article 9. Dispute Resolution

1. Party A and Party B shall seek to resolve any dispute arising between them through negotiation and conciliation.

2. If the dispute cannot be resolved, either Party may, within 60 working days of the date on which negotiations end without result, refer it to the competent Court under Vietnamese law. The Court's decision shall be final and binding on both Parties. Court costs (including lawyers' fees) shall be borne by the losing Party.

Article 10. Miscellaneous

1. Neither Party may amend or supplement this Contract without the other Party's consent. Any amendment or supplement shall take effect only when agreed in writing by both Parties.

2. A Party that unilaterally varies or breaches the terms of the Contract, or cancels or terminates it without legitimate reason and without the other Party's consent, shall compensate the other Party for all resulting loss.

3. Effectiveness of the Contract:

This Contract shall take effect from the date of signing and remain in force until 30 June 2031, or until Party A has refunded the Advance Payments and the Discount Amount to Party B in full, whichever is later.

4. This Contract is made in 08 (eight) copies in Vietnamese, each of equal legal validity, with each Party holding 04 (four) copies for performance.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date stated at the beginning.

FOR AND ON BEHALF OF PARTY A **DIRECTOR**	**FOR AND ON BEHALF OF PARTY B** **ACTING GENERAL DIRECTOR**
Trần Văn Chưởng	**Lý Xuân Tuyên**

VIETNAM NATIONAL COAL - MINERAL INDUSTRIES HOLDING CORPORATION
VINACOMIN – MINERALS HOLDING CORPORATION

No. 3236/TTr-VIMICO

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

Hanoi, 18 November 2026

PROPOSAL
On the Approval of Amendments to the Copper Cathode Sale and Purchase Contract between TKV and Vinacomin – Minerals Holding Corporation

To: The 2026 Extraordinary General Meeting of Shareholders
of Vinacomin – Minerals Holding Corporation

Pursuant to the Charter on the Organization and Operation of Vinacomin – Minerals Holding Corporation (the "Corporation"), as amended and supplemented for the eighth time, issued under Decision No. 1380/QD-VIMICO of the Board of Directors dated 20 October 2026;

Pursuant to Article 7 of Resolution No. 933/NQ-VIMICO of the 2024 Annual General Meeting of Shareholders dated 23 April 2024 ("Resolution 933/2024") and the enclosed draft 2025–2027 Copper Cathode Sale and Purchase Contract between Vietnam National Coal – Mineral Industries Holding Corporation ("TKV") and the Corporation (the "Draft Contract").

In view of the actual production and business conditions of TKV and the Corporation, and of changes in the laws governing copper cathode transactions between the two parties, the Board of Directors respectfully submits to the General Meeting of Shareholders, for consideration and approval, the following amendments to the Draft Contract:

1. Amendments to payment terms:

1.1. Advance payments:

- To support the Corporation's liquidity and fund its production and business activities, TKV may, at the Corporation's request and subject to its own circumstances and ability to arrange funds, make an advance payment of up to the value of 2,200 tonnes of copper cathode plus the value of copper cathode held in inventory at the time, calculated on the basis of the purchase contract and the market price prevailing at that time.

- The cost of capital on advance payments shall be calculated by the parties and factored into the monthly settlement price of the copper cathode.

- To request an advance payment, the Corporation shall submit:

+ an Official Letter requesting the advance payment; and

+ a report on receipts, issues and balances of copper cathode as at the date of the request, including copper cathode held in inventory.

1.2. Payment after delivery:

TKV shall pay the Corporation for copper cathode delivered within 20 days of receiving a complete set of valid payment documents as required under the contract, after offsetting any advance payments.

1.3. Determination and payment of cost of capital/financing costs (if any):

- By the 10th of the following month at the latest, TKV's Finance and Accounting Department shall work with the Corporation to review and agree on the cost of capital/financing costs for TKV's advance payments made in the preceding month (if any). This shall serve as the basis for the Corporation to issue a VAT invoice, reducing its copper cathode revenue by the amount agreed for that month.

- TKV shall deduct the agreed amount from its first payment in the following month.

2. Effective date:

These amendments shall take effect on the date they are approved by the General Meeting of Shareholders. During implementation, the General Meeting of Shareholders authorizes the Board of Directors to review and approve further amendments to the copper cathode sale and purchase contract between TKV and the Corporation approved under Article 7 of Resolution 933/2024, except for the terms on the copper cathode price.

The Board of Directors respectfully submits this Proposal to the General Meeting of Shareholders for consideration and decision.

Recipients:
- As above;
- Members of the Board of Directors of the Corporation;
- Filed: Office; Business Department.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

(Signed)

Nguyen Van Hai