BONDHOLDERS' REPRESENTATIVE CONTRACT

No.: 2309 /ĐDNSHTP

Dated September 23, 2026

Between

VIET CAPITAL COMMERCIAL JOINT STOCK BANK (BVBANK)

BVBank
Ngân hàng Bản Việt

And

ACB SECURITIES COMPANY LIMITED

ACBS

Signature Not Verified
Ký bởi: NGÂN HÀNG THƯƠNG MẠI CỔ PHẦN BẢN VIỆT
Ký ngày: 12/11/2026 15:42:43

Today, on September 23, 2026, at the Head Office of ACB Securities Company Limited, we are:

PARTY A: VIET CAPITAL COMMERCIAL JOINT STOCK BANK (BVBANK)

(hereinafter referred to as the "**Issuer**" or "**Party A**")

Enterprise Registration Certificate/Operating License No.:	0025/NH-GP issued by the State Bank of Vietnam on 22/08/1992, as amended and supplemented from time to time
Address:	HM Town Building, 412 Nguyen Thi Minh Khai, Ban Co Ward, Ho Chi Minh City
Telephone:	(028) 62 679 679
Representative:	**Mr. HOANG VY LONG**
Position:	Director of Financial Markets Division, BVBank

(Under Power of Attorney No. 22/26/BVBank/QĐ-TGĐ dated 08/01/2026 issued by the General Director of Viet Capital Commercial Joint Stock Bank)

And

PARTY B: ACB SECURITIES COMPANY LIMITED

(hereinafter referred to as the "**Bondholders' Representative**" or "**Party B**")

Enterprise Registration Certificate/Operating License No.:	06/GPHĐKD issued by the State Securities Commission of Vietnam on 29/6/2000, as amended and supplemented from time to time
Address:	3rd Floor, Léman Luxury Building, 117 Nguyen Dinh Chieu, Xuan Hoa Ward, Ho Chi Minh City
Telephone:	(028) 7300 7000
Fax	(028) 7300 3751
Account No.:	1163 999 at Asia Commercial Joint Stock Bank – Le Ngo Cat Transaction Office
Representative:	**Mr. NGUYEN DUC HOAN**
Position:	**General Director**

(Under Power of Attorney No. 02/GUQ-ACBS.26 dated 12/02/2026 issued by the Chairman of the Members' Council)

Party A and Party B are individually referred to as a "**Party**" and collectively as the "**Parties**" or "**Both Parties**".

The Parties hereby agree to enter into this Bondholders' Representative Contract (hereinafter referred to as the "**Contract**") with the following terms and conditions:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions:

In this Contract and in any documents and agreements relating to this Contract, unless the context otherwise requires, the following definitions and interpretations shall be uniformly and fully understood as follows:

- "**Contract**": means this Contract and its appendices, and any other agreements and undertakings that refer to this Contract or vice versa.
- "**Prospectus**": means the prospectus for the public offering of bonds published by the Issuer for the purpose of offering bonds to the public pursuant to Decision No. ...../26/BVBank/QĐ-HĐQT dated .... 2026 of the Board of Directors of Viet Capital Commercial Joint Stock Bank approving the issuance plan and the plan for the use and repayment of proceeds from the public offering of bonds in 2026
- "**Terms and Conditions of the Bonds**": means the terms and conditions of the bonds under BVBank's plan for the public offering of bonds as set out in the Issuer's Prospectus.
- "**Bonds**": means non-convertible, unsecured corporate bonds without warrants, constituting subordinated debt and satisfying the conditions to be included in the Tier 2 capital of the Issuer in accordance with prevailing laws, and establishing a direct debt repayment obligation of the Issuer to the holders, which are (i) approved by the Board of Directors under the issuance plan and the plan for the use and repayment of proceeds from the public offering of bonds in 2026 pursuant to Decision No. ...../26/BVBank/QĐ-HĐQT dated .... 2026, and (ii) approved by the State Securities Commission for public issuance by the Issuer in accordance with the Prospectus and the Terms and Conditions of the Bonds.
- **"Issue Date"**: The issue date of the bonds is the date on which the debt obligation of the issuer in respect of the bonds is confirmed. Bonds in the same offering shall have the same issue date.

- "**Bondholder**": means an investor holding one or more Bonds of the Issuer.
- "**Bondholders' Representative**": has the meaning given to it in Article 2 of this Contract.
- **"VSDC"**: means the Vietnam Securities Depository and Clearing Corporation
- "**Force Majeure**": means events occurring objectively which could not be foreseen and could not be remedied despite the application of all necessary measures and all available capabilities. Mere financial difficulties that do not meet the foregoing criteria shall not be considered Force Majeure. Force Majeure includes but is not limited to:
  a) Fire, natural disasters, epidemics, pandemics, floods, earthquakes, storms, tropical storms or other natural catastrophes;
  b) War, riots, foreign military activities, hostilities (whether declared or undeclared);
  c) Terrorism, civil war, revolution, insurrection, military uprising, rebellion;
  d) Nationalization, Government decisions, blockades, embargoes, strikes.
- "**Third Party**": means any other organization/individual (including competent State authorities) that is not a Party to the Contract.
- "**Confidential Information**": means any information, documents or papers relating to the business operations, trademarks, technological know-how or business value of the Disclosing Party, financial data, personal data, banking secrets, customer/investor data, and other information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), regardless of whether received or obtained orally, in writing, by inspection or through computers, magnetic or other electronic media, mechanical or visual means. The Receiving Party acknowledges that the Confidential Information disclosed by the Disclosing Party is owned by the Disclosing Party and shall at all times remain the sole property of the Disclosing Party. Confidential Information does not include the following information:
  a) Information which is or, after disclosure, becomes publicly available, except as a result of an unauthorized disclosure of such information by the Receiving Party.
  b) Information provided to the Receiving Party by a Third Party who is not bound by a confidentiality obligation.
  c) Confidential Information or know-how independently obtained by the Receiving Party
  d) Information which the Disclosing Party has agreed in writing to allow the Receiving Party to circulate or use widely.

Nothing in this Contract shall be deemed, by implication or otherwise, to transfer ownership of the Confidential Information or to grant any licence in respect of the Confidential Information to the Receiving Party.

- "**Bribery":** means the act of giving money, gifts, items of value or non-material benefits in any form as a means of bribing, rewarding or thanking in connection with or arising from the Contract.
- "**Business Day**": means Monday to Friday of each week, excluding days off, public holidays, Tet holidays and compensatory days off in accordance with Vietnamese law (based on the Gregorian calendar).
- "**Business Hours**": means working hours from 08:00 to 11:30 and from 13:00 to 17:00 on Business Days (Vietnam time).**"Acceptance Minutes":** means the minutes signed by the Parties to accept and determine the work completed by Party B in each phase and the corresponding fee to be collected by Party B under the Contract (the "**Contract Fee**").
- **"Liquidation Minutes":** means the minutes signed by the Parties to record the termination of the agreement of the Parties under this Contract, the Contract Fee collected by Party B, and the Parties' agreement to liquidate the Contract.
- "**Bond Documents**": means the documents relating to the issuance of the Bonds, including the Prospectus and any other instruments, documents and/or written agreements made by the Issuer and the Bondholders in writing and acknowledged as forming part of the Bond Documents, from time to time.
- Words or terms not defined in this section which are defined in prevailing legal normative documents shall, unless inconsistent with the subject or context, have the same meanings in the Contract.

1.2. Interpretation:

In the Contract and in documents and agreements relating to the Contract, unless the context otherwise requires, the following rules of interpretation shall apply:

- Time in the Contract and in documents and agreements relating to the Contract refers to the Gregorian calendar and Vietnam time, unless otherwise provided in the relevant provision.
- A day used in the Contract and in documents and agreements relating to the Contract means a calendar day unless specified as a Business Day in the relevant provision.
- Anything to be done under the Contract and documents and agreements relating to the

Contract which falls on a day that is not a Business Day shall be done, and shall be effective when done, on the next Business Day.

- References to clauses and appendices are references to the clauses and Appendices of the Contract. All Appendices form an integral part of the Contract.
- Headings/titles of the articles are for reference only and shall not in any way affect the interpretation or determination of the nature of any provision of the Contract.
- A breach is deemed to be continuing if it has not been remedied or waived.

Legal normative documents referred to in this Contract or in documents and agreements relating to this Contract shall be understood as the legal normative documents of the Socialist Republic of Vietnam in force at the time of entering into this Contract and during the period in which the Bonds are outstanding.

ARTICLE 2: APPOINTMENT OF THE BONDHOLDERS' REPRESENTATIVE

2.1. Scope of work

Under this Contract, Party A appoints, and Party B agrees to act as, the organization representing the interests of the Bondholders in respect of all of the Bonds.

The scope of work is as follows:

- To coordinate with the Issuer to give effect to the rights of the Bondholders in accordance with this Article 2.1;
- To act as the communication intermediary between the Bondholders, the Issuer and/or other relevant organizations (if any).
- To receive and promptly notify the Bondholders of the contents of each notice, document or other written correspondence relating to the Bonds which the Issuer and/or other relevant organizations (if any) request the Bondholders' Representative to send to the Bondholders, and vice versa, within 02 (two) Business Days from the date of receipt of such documents. The method and form of notification are set out in Article 16 of this Contract;
- To notify and request the Issuer and relevant organizations (if any) to implement the Decisions/Resolutions of the Bondholders relating to the Bonds, in accordance with the Bond Documents on behalf of which Party B acts as representative.

For clarity, Party B:

- Shall not bear any liability to the Issuer/Bondholders for any work or duty performed

by the Bondholders' Representative if the Bondholders' Representative performs such work or duty in accordance with the decisions of the Bondholders or as expressly provided in the Bond Documents;

- The Bondholders' Representative shall not be required to perform any work or duty which is contrary to or, in the reasonable opinion of the Bondholders' Representative, may be contrary to any relevant legal normative document or any decision or document of a competent State authority or regulatory body, or the regulations of the Vietnam Securities Depository and Clearing Corporation or the Stock Exchange. Where any such work or duty arises, the Bondholders' Representative shall notify the Issuer and/or the Bondholders in writing within 03 (three) Business Days from the date such work or duty arises, clearly stating the grounds and/or relevant regulations for not performing such work or duty.

- To monitor the Issuer's compliance with its undertakings in the Bond offering registration dossier in order to protect the interests of the Bondholders. For clarity, Party B's monitoring shall be carried out on the basis of the documents received from the Issuer, competent authorities and relevant organizations (if any), and the information in such documents shall be deemed accurate, and the Bondholders' Representative shall have no obligation to check or verify the authenticity of such documents. The Issuer undertakes to ensure the completeness, accuracy and truthfulness of the information it provides to the Bondholders' Representative and undertakes to be responsible for any errors in the documents it provides, whether unintentional or intentional;
- To notify the Bondholders and report to the State Securities Commission upon discovering that the Issuer has committed a violation affecting the interests of the Bondholders.
- To convene Bondholders' Meetings or seek the opinions of the Bondholders in accordance with the Appendix – Terms and Conditions of the Bonds of this Contract upon a valid request from a person entitled to request a meeting under the Terms and Conditions of the Bonds (including deciding the form of seeking the opinions of the Bondholders) (the "Requesting Person") in accordance with the Bond Documents and the law; and to sign, for and on behalf of the Bondholders, the meeting minutes/vote counting minutes and the Decisions/Resolutions of the Bondholders' Meeting within the authority granted in accordance with the Terms and Conditions of the Bonds.
- To assist the Bondholders in making copies of documents relating to the Bonds (including the Bond Documents) which (i) the Bondholders' Representative is responsible for

keeping and (ii) the Bondholders are entitled to access under this Contract and the Bond Documents.

- To exercise other rights and perform other duties of the Bondholders' Representative under the Bond Documents (including any amendments, supplements and replacements) and the law (if any).

For the avoidance of doubt, the Parties agree and confirm that:

- Apart from the work set out in Article 2.1, Party B's obligations do not include: tax, legal, policy, accounting or listing advice, or the provision of other professional or technical opinions/services; strategic advice or general financial matters; and any other matters or scope of work not expressly provided in this Contract.
- This Contract shall not be deemed to constitute any association, joint liability and/or joint venture between Party A and Party B in any form (whether direct or indirect) with respect to the responsibilities and obligations of the Issuer to the Bondholders, including but not limited to the Issuer's obligation to pay principal, interest and other amounts (if any) to the Bondholders in respect of the Bonds.

2.2. Party A represents and warrants that during the term of the Contract, Party B shall be the sole Bondholders' Representative. The appointment of the Bondholders' Representative shall remain in effect until no Bonds remain outstanding, or an event of termination of the Bondholders' Representative's capacity occurs under Article 2.3, or the Contract is terminated, whichever occurs first.

2.3. Termination of the capacity of the Bondholders' Representative:

a. Replacement of the Bondholders' Representative

- The Bondholders' Representative may be replaced upon the approval of Bondholders representing 65% or more of the total outstanding Bonds of the same type;
- The time of termination of Party B's capacity as Bondholders' Representative shall be determined in accordance with the effective written document of the Bondholders.

b. Resignation as Bondholders' Representative

- Party B may resign and cease to perform all of its responsibilities and obligations as Bondholders' Representative under the Bond Documents after giving written notice to the Issuer and the Bondholders at least 35 (thirty-five) Business Days prior to the intended date of resignation;
- Within 35 (thirty-five) Business Days from the date of receipt of Party B's notice of

resignation, the Issuer shall select another organization (hereinafter referred to as the "Replacement Representative") that meets the conditions of this Contract to act as the Replacement Representative, and such selection must be approved by Bondholders holding at least 65% of the total outstanding Bonds of the same type at that time. The Issuer shall notify the Bondholders (through VSDC) of the appointment within 05 (five) Business Days from the date on which the appointment takes effect.

- If no Replacement Representative is selected or the selected organization does not obtain the required approval of the Bondholders as stated above within the prescribed time limit, the incumbent Bondholders' Representative shall continue to exercise its rights and perform its obligations under this Contract.

c. Mandatory termination of the capacity of the Bondholders' Representative

- Party B's capacity as Bondholders' Representative shall be mandatorily terminated where: (i) there is an effective conclusion or decision of a competent State authority/effective legal document stating that Party B may not perform/may not continue to perform the role of Bondholders' Representative; or (ii) Party B ceases operations or suspends part of its business operations relating to the work of the Bondholders' Representative; or (iii) Party B seriously breaches its duties as set out in the Bond Documents.
- Within 35 (thirty-five) Business Days from the date of the Bondholders' decision to replace the incumbent Bondholders' Representative, the Issuer shall select an organization to act as the Replacement Representative, and such selection must be approved by Bondholders holding at least 65% of the total outstanding Bonds of the same type at that time.

d. Where there is a valid Replacement Representative in accordance with this clause, Party B shall hand over all records, data, correspondence history, reports and ongoing work to the replacement organization within 10 (ten) Business Days from the effective date of the appointment.

ARTICLE 3: TERMS AND CONDITIONS OF THE BONDS

The details are set out in Section I, Appendix – Terms and Conditions of the Bonds.

ARTICLE 4: PROCEDURES FOR CONVENING MEETINGS AND SEEKING THE OPINIONS OF BONDHOLDERS

The details are set out in Section II, Appendix – Terms and Conditions of the Bonds.

ARTICLE 5: CONTRACT FEE AND PAYMENT METHOD

The Contract Fee and the specific payment method shall be agreed by the Parties in the Appendix attached to this Contract.

ARTICLE 6: ACCEPTANCE OF THE CONTRACT

6.1. Conditions and basis for acceptance:

The Parties shall carry out acceptance when all of the following conditions are satisfied:

a. The work under Article 2.1 of this Contract has been completed in each phase/completed in full under the Contract (as the case may be), or the Contract is terminated early in other cases, whichever occurs first;

b. The Parties may carry out acceptance for each issuance tranche, or after completion of the entire issuance under Article 2.1 of this Contract.

Acceptance documents: Payment request, Acceptance Minutes and/or Liquidation Minutes (as applicable), and a valid financial invoice.

6.2. Personnel for acceptance: the legal representatives of the Parties.

6.3. The results of acceptance shall be recorded in the Acceptance Minutes/Liquidation Minutes (as the case may be). For items that do not satisfy the conditions and basis for acceptance, the Parties shall record them in the Acceptance Minutes and agree on a time for remedy.

ARTICLE 7: RIGHTS AND OBLIGATIONS OF PARTY A

7.1. Rights of Party A:

a. To request Party B to perform the work set out in Article 2 of the Contract.

b. To request Party B to provide guidance documents and to answer questions relating to the scope of work provided by Party B;

c. Other rights set out in the Contract and under the law.

7.2. Obligations of Party A:

a. To undertake that it fully satisfies the conditions for issuing the Bonds in accordance with the law.

b. To provide information, documents and data completely, accurately and on time as agreed between the Parties, and to be responsible for the truthfulness, accuracy and completeness of the information, documents, data, plans and instructions provided to Party B. Party B shall not be responsible for verifying Party A's information, documents and data and shall be exempt from liability where any information, documents or data provided by Party A

are inaccurate, and for the consequences of work arising from such inaccurate information, unless Party B uses the information, documents or data provided by Party A for an improper purpose or fails to comply with Party B's professional standards.

c. To comply with the confidentiality agreement between Party A and Party B. To use the information provided by Party B solely for the purpose of performing this Contract. Where Party A and/or Party A's personnel disclose Confidential Information in breach of this Contract and/or the aforementioned confidentiality agreement, this shall be deemed a serious breach of obligations and shall be subject to the remedies under Points 12.1.2 and 12.2, Article 12 of this Contract.

d. To pay the Contract Fee to Party B on time in accordance with Article 5 of this Contract.

e. Party A shall indemnify and reimburse Party B for all losses, damages, liabilities, penalties, costs and expenses actually incurred by Party B and directly relating to or arising from any fraudulent act of Party A or any breach by Party A of any provision of this Contract.

f. Party A shall proactively send a written report to Party B where a breach, or a risk of breach, by Party A of any of its undertakings in the Bond Documents arises, within 01 (one) Business Day from the date the breach arises or the date Party A becomes aware of the risk of breach. Party B shall be entitled to assume that there is no breach or risk of breach of Party A's undertakings if Party A does not report in accordance with this provision, and shall be exempt from all liability in the event of any error relating to Party A's failure to report or improper reporting.

g. Other obligations set out in the Contract and under the law.

ARTICLE 8: RIGHTS AND OBLIGATIONS OF PARTY B

8.1. Rights of Party B:

a. To request Party A to provide, completely and on time, the information, documents and data necessary for the performance of the Contract.

b. To use the information, documents and data provided by Party A for the purpose of performing the work set out in this Contract.

c. Where the information, documents or data provided by Party A are incorrect or insufficient in content or timing as agreed between the Parties, and Party B has taken all notification and communication measures but Party A still fails to provide them in full, Party B shall be entitled to refuse to perform the work under the Contract. For clarity, in

this case, Party B shall not bear any liability to Party A, including penalties and damages.

d. Party B shall not be responsible for the accuracy or validity of the information, documents and data provided by Party A to Party B, but Party B has the right (but not the obligation) to examine and request Party A to provide relevant information, documents and data in accordance with the law in order to verify and clarify such information, documents and data, and Party A shall comply with Party B's requests.

e. To request Party A to pay the Contract Fee in accordance with Article 5 of this Contract.

f. Not to be required to perform any work or duty which is contrary to or, in Party B's reasonable opinion, may be contrary to any provision of law, regulations of regulatory bodies (the State Securities Commission, the Vietnam Securities Depository and Clearing Corporation, the Stock Exchange, etc.), or decisions or judgments of State authorities.

g. Other rights set out in the Contract and under the law.

8.2. Obligations of Party B:

a. To properly perform the work set out in Article 2 of the Contract.

b. When performing the work set out in Article 2 of the Contract, Party B shall be responsible for: (i) performing accurately, truthfully, completely and correctly in accordance with the information, documents and data provided by Party A to Party B and complying with the law and professional ethics with respect to the work results provided to Party A; and (ii) the acts of the personnel assigned by Party B to perform the scope of work for Party A under Article 2 of this Contract. Where it is determined that Party B's fault has caused damage to Party A, Party B shall be responsible for resolving the matter and ensuring that Party A is not affected and/or involved; at the same time, Party B agrees to compensate Party A for all actual and direct damages incurred.

c. To comply with the confidentiality agreement between Party A and Party B.

d. Where Party B fails to perform the work, or performs the work not in accordance with the time, schedule and requirements of this Contract due to Party B's direct fault, Party B shall (i) compensate Party A for all actual and direct damages incurred (including damages arising from penalties and reasonable remedial costs, if any), provided that the compensation shall not exceed the Service Fee received by Party B from Party A up to the time of compensation; and (ii) immediately propose and implement remedial measures to complete the work, with all remedial costs borne by Party B on the basis of a written agreement between Party A and Party B.

e. To be fully responsible for all damages arising from Party B's fault, including: (i) acts exceeding the scope of representation set out in this Contract or under the law; (ii) providing inaccurate or incomplete information to the Bondholders, causing damage to the Bondholders or to Party A's reputation; (iii) breaches of the provisions of this Contract. In all cases, the compensation shall not exceed the Service Fee received by Party B from Party A up to the time of compensation.

f. To promptly notify Party A where Party B finds that the documents, plans, instructions, information or data provided by Party A are insufficient to complete the work; and to discuss with Party A to resolve any arising issues (if any).

g. To undertake not to transfer any part of its rights or obligations to any Third Party without Party A's consent.

h. To fully and promptly notify Party A of any events seriously affecting the performance of the Contract.

i. To use the information provided by Party A solely to perform the scope of work under this Contract. Where Party B and/or Party B's personnel disclose Confidential Information in breach of this Contract or the Confidentiality Agreement, this shall be deemed a serious breach of obligations and shall be subject to the remedies under Points 12.1.2 and 12.2, Article 12 of this Contract.

j. Other obligations set out in the Contract and under the law.

ARTICLE 9: FORCE MAJEURE

9.1. The Parties undertake to perform this Contract in a spirit of cooperation and to use their best efforts to achieve the highest effectiveness of this Contract. However, the Parties shall not be liable for failure to perform their contractual obligations in the event of Force Majeure.

9.2. A Party's failure to perform its obligations under the Contract as a direct consequence of a Force Majeure event shall not be deemed a breach of the Contract. However, the Party affected by the Force Majeure event shall:

a. Take reasonable preventive measures and necessary alternative measures to minimize the impact of the Force Majeure event;

b. Notify the other Party as soon as possible and send a written notice to the other Party within 03 (three) days from the occurrence of the Force Majeure event. Where the Party affected by the Force Majeure event breaches the above notification obligation, it shall

compensate the other Party for damages (if any).

9.3. In the event of Force Majeure, the time for performance of the Contract shall be extended by the duration of the Force Majeure event during which the affected Party is unable to perform its obligations under the Contract.

9.4. If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate the Contract without compensating the other Party, provided that it gives written notice 30 (thirty) days prior to the intended date of termination. Where the terminating Party breaches the prior written notice obligation, it shall compensate the other Party for damages (if any).

ARTICLE 10: TERM AND LIQUIDATION OF THE CONTRACT

10.1. The Contract shall take effect from the date of signing and shall terminate in any of the following cases:

a. No Bonds are issued on any of the Issue Dates;

b. All of the Bonds are redeemed in accordance with the Terms and Conditions of the Bonds, or all payment obligations of the Issuer under the Bonds have been fully performed;

c. The Contract is unilaterally terminated in accordance with Article 11.2 of this Contract;

d. The capacity of the Bondholders' Representative is terminated in accordance with Article 2.3 of this Contract;

e. By written agreement of the Parties;

f. The Contract is terminated at the request of a competent State authority or regulatory body (the State Securities Commission, the Vietnam Securities Depository and Clearing Corporation, the Stock Exchange, etc.);

g. Both Parties have fully performed all obligations under the Contract;

h. A Force Majeure event renders the affected Party unable to continue performing the Contract in accordance with Article 9.4 of this Contract; or

i. Other cases of termination as provided in this Contract or under the law.

10.2. Upon the occurrence of an event of termination of the Contract, the Parties shall liquidate and terminate the effect of this Contract.

- The Parties shall carry out acceptance of the work performed in accordance with Article 6 of the Contract and make payment/refund to the other Party corresponding to the accepted work;

- In addition, unless otherwise provided in this Contract, each Party shall pay the other Party any outstanding liabilities as at the date of termination of the Contract: penalties, late payment interest, damages, etc.

ARTICLE 11: UNILATERAL EARLY TERMINATION OF THE CONTRACT

11.1. The Parties may not unilaterally terminate the Contract except in the event of Force Majeure under Article 9 and/or as provided in Article 11.2 below.

11.2. A Party shall have the right to unilaterally terminate the Contract where the other Party breaches the Contract and does not/cannot remedy the breach within 30 (thirty) days from the date of receipt of the aggrieved Party's written notice of the breach. The Contract shall terminate upon expiry of the said 30 (thirty) day period or such longer period as specified by the aggrieved Party in the notice.

ARTICLE 12: LATE PAYMENT INTEREST, PENALTIES AND DAMAGES

12.1. Late payment interest and penalties:

12.1.1. If Party A makes late payment under the Contract, Party A shall pay interest on the overdue amount at the rate of 10% (ten percent) per annum, corresponding to the number of days of late payment.

12.1.2. If a Party breaches any obligation under the Contract, the breaching Party shall remedy the breach within 30 (thirty) days from the date of the breach (unless a specific provision of the Contract provides for a different period). If the breaching Party fails to complete the remedy upon expiry of the remedy period, the breaching Party shall pay a penalty of 08% (eight percent) of the value of the breached contractual obligation.

The breaching Party shall pay the penalty to the aggrieved Party within 10 (ten) Business Days from the date of receipt of the aggrieved Party's penalty notice.

12.1.3. The Parties shall have the right to set off penalties against amounts payable to the other Party.

12.2. Damages:

12.2.1. In addition to the penalties under the Contract, the breaching Party shall compensate the other Party for all actual and direct damages or losses (including economic damages) caused by the breach of the Contract. Damages include but are not limited to:

a. Damage to or loss of any property of the aggrieved Party arising from the breaching Party's breach;

b. Costs of remedying the damage;

c. Costs arising from the resolution of disputes and complaints relating to the above damages.

12.2.2. The breaching Party shall compensate the aggrieved Party for all of the above damages within 10 (ten) Business Days from the date the aggrieved Party provides evidence of the damages.

12.2.3. Accrued compensation obligations shall survive the termination of the Contract. Party A shall have the right to set off penalties and damages (if any) against amounts payable to Party B. Where Party A is in breach, Party B shall have the right to request Party A to pay penalties and damages (if any) separately in accordance with this Article 12.

12.2.4. Notwithstanding any other provisions of the Contract, the Parties agree that the compensation payable by one Party to the other Party shall in no event exceed the Service Fee received by Party B from Party A up to the time of compensation.

ARTICLE 13: PERSONAL DATA PROTECTION

In addition to applying the measures for protecting Confidential Information under the Confidentiality Agreement signed between the Parties, where information constitutes personal data, the Parties undertake and ensure that:

13.1. The personal information and data provided by the Parties to each other, including but not limited to personal data of the Bondholders, employees of the Parties and/or other Third Parties (hereinafter collectively referred to as "**Personal Data**") comply with the law, and the Parties have established and maintained a lawful basis for processing personal data in accordance with the law, including the consent of data subjects as required by law.

Where a dispute arises due to the fault of a Party, that Party shall be responsible for resolving it with the data subject and/or Third Party, unless otherwise provided by law.

13.2. The Parties shall ensure compliance with the law on the storage, processing and protection of Personal Data and shall provide the other Party with evidence, within a reasonable scope, of satisfying these conditions.

13.3. For data transferred by Party A to Party B for the performance of the Contract, Party A is the personal data controller and processor and Party B is the personal data processor, unless the nature of the processing activities or the law provides otherwise.

13.4. The Parties shall apply measures to protect and secure Personal Data during the processing of Personal Data, necessary measures and/or measures requested by the other Party in accordance with the law, including protection against breaches of personal data protection

regulations and prevention of loss, destruction or damage due to incidents, and the use of technical measures to protect against and prevent unauthorized access and leakage of Personal Data and other information and data during the performance of the Contract by the Parties.

13.5. Where a Party provides Personal Data to the other Party, the other Party may only store such Personal Data for a period appropriate to the purpose of processing and use the Personal Data to perform the work agreed by the Parties, in accordance with the Bond Documents and the law.

13.6. Party B shall not use Personal Data provided by Party A for commercial analysis, marketing, customer profiling, development of its own products or transfer to third parties without Party A's prior written consent and an appropriate legal basis. This provision shall not apply to any Personal Data which Party B: (i) collects or develops independently without relying on or using Party A's data; (ii) lawfully receives from a third party (including the data subject); or (iii) already has in its database before entering into this Contract.

13.7. Each Party shall delete or return all Personal Data to the other Party upon completion of data processing and/or termination of the Contract, whichever occurs first.

13.8. Where a data subject (a Customer or other Third Party) exercises its rights in respect of Personal Data in accordance with the law (including but not limited to the right to request provision of data, deletion of data, restriction of data processing, objection to data processing, etc.), the Parties shall:

a. Comply with the request of the data subject on the basis of ensuring compliance with the law; and

b. Provide the other Party with evidence confirming completion of the above;

c. Where a Party refuses a request, that Party shall respond in writing to the other Party within 02 (two) Business Days, stating the reasons and providing the legal basis ensuring compliance with the law.

13.9. Upon discovering a breach of personal data protection regulations (an actual breach or a potential breach), a Party shall:

a. Immediately notify the other Party; and

b. Support and coordinate with the other Party in performing obligations under the law and/or necessary and reasonable activities to minimize any resulting damage and breach.

ARTICLE 14: ANTI-BRIBERY AND CONFLICTS OF INTEREST

14.1. The Parties acknowledge that Bribery is not permitted in any form and/or circumstance, and that the use of Bribery or tolerance of Bribery will affect the reputation of both Parties. Accordingly, the Parties jointly undertake as follows:

14.1.1. To conduct business fairly, honestly and transparently.

14.1.2. Not to commit or offer Bribery, whether directly or indirectly, to obtain a business advantage.

14.1.3. Not to accept Bribery, whether directly or indirectly, to create a business advantage.

14.2. The Parties undertake and agree:

14.2.1 Not to bribe, promise or commit to give gifts, money, after-sales benefits or material or non-material benefits to the other Party's employees in order to influence the other Party's selection decisions or to cause the other Party's employees to provide internal information or Confidential Information that benefits the offering Party in making unfair competitive quotations.

14.2.2 To promptly notify the other Party of any indication of Bribery or solicitation of Bribery by the other Party's employees during the negotiation, signing and performance of this Contract.

14.3. A Party shall have the right to unilaterally terminate the Contract without being subject to penalties or liable for damages, and shall have the right to consider terminating all contracts and transactions with the other Party and related parties, immediately upon discovering that the other Party has breached this clause. At the same time, the breaching Party shall bear all losses relating to the Contract, compensate for damages and pay contractual penalties in accordance with this Contract if it breaches the anti-Bribery provisions.

14.4. Each Party shall ensure that none of its employees or Related Persons as defined in Article 4.46 of the Law on Securities No. 54/2019/QH14 (including any replacements, amendments and supplements) has any personal/business interests or participates in any activities likely to create conflicts of interest (specific or apparent) with the other Party, including but not limited to such employees or Related Persons benefiting from shares, capital contributions or other interests as a result of the other Party entering into and performing the Contract with such Party (hereinafter collectively referred to as "**Conflicts of Interest**"). Where employees or Related Persons have personal/business interests or

participate in external activities that may create Conflicts of Interest, the Party discovering this shall immediately notify the other Party of such interests or participation.

Any breach of the undertakings set out in Article 14.4 shall be deemed a serious breach of the Contract, upon which a Party shall have the right to immediately terminate this Contract and the right to suspend payment, impose penalties and claim compensation for any losses and/or damages arising from such termination.

ARTICLE 15: GOVERNING LAW AND DISPUTE RESOLUTION

15.1. The Contract shall be governed by and construed in accordance with the laws of Vietnam.

15.2. The Parties shall support each other during the performance of the Contract. If a Party encounters any difficulties or obstacles, it shall promptly notify the other Party in writing as early as possible, but no later than 15 (fifteen) days from the date such difficulties or obstacles arise, so that the Parties can discuss and resolve them together.

15.3. Disputes arising from or relating to the Contract shall be resolved by the Parties primarily through agreement, conciliation and negotiation. If the Parties are unable or unwilling to reach an agreement within 30 (thirty) days from the date the dispute arises, the dispute shall be resolved by the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry ("**VIAC**") in accordance with the arbitration rules of VIAC. The language of the dispute resolution shall be Vietnamese. The place of arbitration shall be Ho Chi Minh City. The arbitral award shall be final and binding on the Parties.

ARTICLE 16: NOTICES AND COMMUNICATIONS

16.1. All documents, papers, notices, approvals, requests and other communications (collectively referred to as "**Notices**") shall be sent by the Parties to each other by hand delivery, email or post in accordance with the Parties' information stated at the beginning of this Contract (unless there is a Notice of change of the Parties' information made in accordance with the methods set out in this Article).

The Parties undertake that the information stated at the beginning of this Contract is accurate and lawful.

16.2. Unless otherwise provided in the Contract, Notices shall be made in writing.

16.3. A Notice shall be deemed received:

a. If delivered by hand to the recipient: at the time of direct delivery to the receiving Party and receipt of an acknowledgement of hand delivery *(for clarity, Notices under this provision must be delivered during Business Hours. If delivered after Business Hours on*

a day, the Notice shall be deemed received on the next Business Day; if delivered before Business Hours on a day, the Notice shall be deemed received at the start of Business Hours on the same day); or

b. If sent by email: at the time of successful sending as recorded by the sending Party's system; or

c. If sent by post: at the time the postal service completes delivery.

16.4. The Parties shall notify each other in writing of any change of permanent address, temporary address, contact address or new place of residence compared with the Parties' information stated at the beginning of this Contract as early as possible, but no later than 10 (ten) days from the date of such change. For clarity, such changes shall only apply to the other Party from the time the other Party receives the Notice of change.

ARTICLE 17: UNDERTAKINGS AND REPRESENTATIONS

17.1. Each Party undertakes and represents that:

a. It is duly established and lawfully operating and has full authority and capacity to carry out the work and activities within the scope of the Contract in accordance with the laws of Vietnam; as at the time of entering into the Contract, no events relating to dissolution or bankruptcy have occurred in respect of either Party;

b. It has completed all necessary procedures and obtained internal approvals and approvals from competent State authorities, and satisfies the conditions under internal regulations and the law to enter into and carry out the work and activities within the scope of the Contract; and as at the time of entering into the Contract, such approvals remain in full force and effect without any document amending, cancelling, replacing, revoking or terminating them;

c. The licences and approvals issued to it by competent State authorities recognizing its lawful establishment and operation and its satisfaction of the conditions to carry out the work under the Contract remain valid; and as at the time of entering into the Contract, it has not received any notice of cancellation, revocation, termination or amendment of such certificates, approvals or licences resulting in it no longer being recognized as undertaken above;

d. The Contract is entered into entirely voluntarily, equally, in good faith and for mutual benefit, without deception or coercion;

e. The person signing the Contract is the lawful representative of that Party;

f. The signing and performance of the Contract do not directly/indirectly result in a breach

of any provision of law, internal document, or undertaking or agreement entered into by that Party;

g. It shall not unilaterally suspend performance of the Contract for any reason without the consent of the other Party, except at the request of a competent State authority or suspension in accordance with the law;

h. It undertakes to fully perform its undertakings and obligations under the Contract.

17.2. Party A confirms and agrees that:

a. Party B shall be exempt from all liability to any Third Party in connection with the performance of the Contract at any time (unless caused by Party B's fault). Except for liability due to Party B's fault, Party A shall compensate Third Parties for losses, damages, debts, liabilities, lawsuits, claims, complaints, demands, costs and fees (including all legal, professional and other costs as well as amounts payable in settlement of disputes) upon a request/complaint/claim by a Third Party, and shall hold Party B harmless from any damage, loss or cost relating to such request/complaint/claim by a Third Party.

b. The Bondholders' Representative shall not be liable to the Bondholders or any Third Party where: the Issuer intentionally conceals information or fails to comply with its reporting and information disclosure obligations under the Contract; or the information and documents provided or published by the Issuer during the term of the Bonds are incomplete, untruthful or inaccurate; or the Issuer fails to properly and fully perform its responsibilities as a bond issuer in accordance with the law. Any other responsibilities or obligations of the Issuer relating to the Bonds under this Contract and the Bond Documents (including the obligation to pay principal, interest and other amounts to the Bondholders) shall in all cases rest with the Issuer, and the Bondholders' Representative does not affirm or guarantee that the Issuer will pay the interest and principal of the Bonds in full and on time when due or fulfil other rights of the Bondholders.

ARTICLE 18: MISCELLANEOUS

18.1. The Parties undertake to comply with the Confidentiality Agreement signed by Party A and Party B. The said Confidentiality Agreement forms an integral part of this Contract, including where this Contract is terminated early or liquidated in accordance with its terms.

18.2. Both Parties fully agree to the terms set out above and undertake to strictly comply with them. Any Party in breach shall be fully liable to the other Party and before the prevailing law.

18.3. The provisions and each part of the provisions of this Contract are separate and independent of the other provisions. If any provision of this Contract is deemed invalid, unlawful or unenforceable, such provision shall be severed from this Contract, and the remaining provisions and their performance shall not be affected and shall continue in full force and effect. Without prejudice to the foregoing, in such case the Parties shall jointly agree to amend the invalid/unlawful/unenforceable provision to ensure the full enforceability of the Contract.

18.4. A failure or delay by a Party in exercising its rights under this Contract or other documents and agreements relating to this Contract shall not constitute a waiver of such rights, and the relevant Party may exercise such rights in the future.

18.5. Unless otherwise provided in this Contract or documents and agreements relating to this Contract, neither Party may transfer any of its rights and obligations under this Contract or documents and agreements relating to this Contract to a Third Party without the prior written consent of the other Party, which the other Party may grant or refuse at its sole discretion.

18.6. Neither Party may unilaterally change the content of this Contract or documents and agreements relating to this Contract. All amendments and supplements must be agreed by the Parties, made in writing and shall form an integral part of this Contract.

18.7. Each Party shall bear the fees and costs it incurs in the negotiation, preparation and signing of this Contract, unless otherwise provided in this Contract or documents and agreements relating to this Contract.

18.8. The Contract is made in 04 (four) originals of equal legal validity, with Party A retaining 02 (two) originals and Party B retaining 02 (two) originals.

ON BEHALF OF PARTY A	**ON BEHALF OF PARTY B**
(signed and sealed)	*(signed and sealed)*
HOANG VY LONG	**NGUYEN DUC HOAN**

APPENDIX - TERMS AND CONDITIONS OF THE BONDS

(Attached to Contract No. 2309/ĐDNSHTP dated 23/09/2026)

I. Terms and conditions of the bonds

1. **Bond name:** BVBank bonds publicly offered in 2026

2. **Bond type:** Non-convertible, unsecured bonds without warrants, constituting subordinated debt and satisfying the conditions to be included in the Tier 2 capital of the Issuer in accordance with prevailing laws.

3. **Par value:** VND 100,000/bond

4. **Total number of bonds to be issued, total value of bonds to be issued, term and expected number of issuance tranches**

   Total value of bonds to be issued: VND 1,300,000,000,000 *(One thousand three hundred billion dong)*

   Expected number of bonds to be issued: 13,000,000 (thirteen million) bonds.

   The offering period of each tranche shall not exceed 90 days and the interval between a subsequent tranche and the previous tranche shall not exceed 12 months.

5. **Issue date:** The issue date of the bonds is the date on which the debt obligation of the issuer in respect of the bonds is confirmed. Bonds in the same offering shall have the same issue date.

6. **Bond interest rate**

- **Applicable interest rate method**: Floating interest rate (interest rate adjusted periodically)

- **Principles for determining the interest rate:**

  The determination of the Interest Rate shall not result in an interest rate exceeding the limit applicable to credit institutions under banking laws from time to time.

7. **Early redemption of the bonds (Call Option):**

On the basis of ensuring compliance with the relevant laws (including but not limited to ensuring the ratios and prudential limits prescribed by the State Bank) and after the Bonds have been officially listed, the Issuer may redeem the Bonds before maturity, notify the redemption and disclose information in accordance with the law. The amount payable to the Bondholders upon redemption by BVBank shall include: the total par value of the principal and accrued but unpaid interest (after deduction of personal income tax – for individuals, and related costs (if any) in accordance with BVBank's service fee schedule from time to time). By sending an (irrevocable) notice to the Bondholders, the Issuer shall have the right to redeem all or part of the Bonds before

maturity, specifically in the following cases:

7.1 Redemption of the Bonds on the Call Date

Call Date: the date falling 12 (twelve) full months from the Issue Date.

The Issuer shall have the right (but not the obligation) to redeem before maturity all of the Bonds issued on the Call Date.

Where the Issuer redeems the Bonds on the Call Date, the Bondholders shall be obliged to sell all of their Bonds to the Issuer, whereupon the Bonds shall be cancelled and the corresponding Bond Ownership Certificates shall automatically cease to be valid. From the Record Date until the Call Date, the Bondholders shall not transfer the Bonds or use them for discounting or as collateral, or create any obligations or security interests over the Bonds that result or may result in a change of ownership of the Bonds.

The Issuer shall announce the redemption on its official website at least 15 (fifteen) days but not earlier than 60 (sixty) days prior to the Call Date, or within such specific period as prescribed by relevant laws and VSDC regulations after the Bonds are registered with VSDC. Where a Bondholder does not receive the Issuer's redemption notice through no fault of the Issuer, or does not complete the necessary procedures to sell the Bonds back to the Issuer (if any), such Bondholder shall still be obliged to sell all of its Bonds to the Issuer, and the redemption amount shall be transferred to the registered account of each Bondholder as recorded with the Issuer or through the Depository Members with which the Bondholders have opened depository accounts.

To the extent required by relevant laws, the Issuer shall have the right to deduct or withhold taxes, tax liabilities, fees and costs from any amount payable to the Bondholders under these Terms and Conditions of the Bonds for payment to the relevant State authorities as prescribed.

7.2 Redemption of the Bonds by agreement

At any time, the Issuer may offer to purchase Bonds from any Bondholder at any price, provided that it notifies the Bondholders at least 15 (fifteen) days prior to the intended early redemption date. The offer to purchase the Bonds shall be made publicly to all Bondholders on the same terms and pro rata to the principal amount of the Bonds held by each Bondholder.

Each Bondholder has the right to decide whether or not to sell its Bonds to the Issuer. The offer to purchase the Bonds shall be made publicly to all Bondholders.

7.3 Redemption of the Bonds upon an Event of Default

If any of the Events of Default set out in Article 11.1.(f) of the Prospectus and the Terms and Conditions of the Bonds occurs, any Bondholder shall have the right to declare the Bonds due, and the Issuer shall be obliged to redeem all outstanding Bonds at the request of the

Bondholders.

8. Method of payment of principal and interest of the Bonds

- Principal payment method: paid in a lump sum at maturity, on the early redemption date, or on another due date.
- Interest payment method: paid in arrears, once a year.

BVBank shall submit to VSDC the dossier for the exercise of rights and carry out information disclosure procedures in accordance with prevailing regulations to pay principal, interest and other amounts (if any) to the bondholders.

II. Procedures for convening meetings and seeking the opinions of the Bondholders

1. Convening a Bondholders' Meeting if the Bonds have not been registered with VSDC

1.1. The Meeting shall be convened by the Bondholders' Representative at the request of a person entitled to request the convening of a Meeting (persons entitled to request a Meeting are the Issuer, the Bondholders' Representative, or a Bondholder (or a group of Bondholders together) holding 20% (twenty percent) or more of the total outstanding Bonds).

1.2. When a Meeting needs to be convened, the person entitled to request the convening of the Meeting shall send to the Bondholders' Representative and the Issuer a written request to convene the Meeting (the "**Convening Request**"). The Convening Request must (i) be duly signed and sealed (if any) by the requesting person, (ii) contain information about the requesting person, and (iii) attach the draft contents and proposed agenda of the Meeting and the relevant documents serving as the basis for adopting decisions.

1.3. Within 03 (three) Business Days after receipt of a valid Convening Request, the Bondholders' Representative shall (i) determine, or coordinate with the Issuer to determine, the Record Date for finalizing the list of Bondholders for the purpose of holding the Meeting, (ii) send a notice of the Convening Request and such Record Date, or publish a notice on the Bondholders' Representative's website, and/or request the Issuer to notify and disclose information on the Convening Request and the Record Date, and (iii) only where one or more Bondholders request the convening of the Meeting, coordinate with the Issuer to confirm the authority of such Bondholder(s) to request the convening of the Meeting in accordance with the Terms and Conditions of the Bonds.

For the avoidance of doubt, the Record Date determined by the Bondholders' Representative shall in no event be later than 15 (fifteen) Business Days after the date on which the Bondholders' Representative receives the relevant Convening Request.

1.4. Within 03 (three) Business Days from the date of receipt of a valid Convening Request, the Bondholders' Representative shall work with the person requesting the Meeting and the Issuer to determine the venue and method of holding the Meeting and to agree on the proposed contents and agenda of the Meeting, the relevant documents serving as the basis for adopting decisions, and the draft Bondholders' Resolution for each matter on the agenda.

If the parties fail to agree on the above matters, the decision (documents) of the requesting person shall prevail.

1.5. The Bondholders' Representative shall proactively work with the Issuer to ensure that the Issuer sends the list of Bondholders to the Bondholders' Representative within 02 (two) Business Days immediately following the relevant Record Date.

1.6. After the person requesting the Meeting has provided an assurance of payment of the costs of holding the Meeting (such assurance must satisfy the requirements of the Bondholders' Representative), within 02 (two) Business Days from the date the Bondholders' Representative receives the list of Bondholders referred to in Paragraph 1.5 above, the Bondholders' Representative shall determine the expected date and time of opening of the Meeting (provided that the expected opening date shall in no event be later than 15 (fifteen) Business Days after the relevant Record Date) and send an invitation to attend the Meeting (the "**Meeting Notice**") to the Delegates (as defined in Paragraph 3.2 below). The Meeting Notice must contain full information on the venue, expected date and time of opening of the Meeting and a summary of the contents and agenda of the Meeting, and must be sent at least 05 (five) days prior to the expected opening date of the Meeting. The Meeting Notice must be accompanied by a form of appointment/authorization of a legal representative to attend the meeting, the agenda, voting ballots, the relevant documents serving as the basis for adopting decisions and the draft decision for each matter on the agenda.

2. Agenda and Contents if the Bonds have not been registered with VSDC

2.1. The person requesting the Meeting shall prepare the draft contents and proposed agenda of the Meeting and send them to the Bondholders' Representative.

2.2. If not the requesting person, the Issuer or a Bondholder or group of Bondholders entitled to attend the meeting and holding 20% (twenty percent) or more of the total outstanding Bonds at the time of convening shall have the right to submit a written proposal to add one or more matters to the agenda of the Meeting. Such proposal must be sent to the Bondholders' Representative no later than 03 (three) Business Days prior to the opening date of the Meeting. The proposal must clearly state the matter proposed to be included in the agenda.

2.3. The Bondholders' Representative shall include the additional proposal in the agenda of the Meeting. The proposal shall be officially added to the agenda of the Meeting if approved by one or more Bondholders representing 65% (sixty-five percent) or more of the total outstanding Bonds of the same type.

3. Right to Attend the Meeting if the Bonds have not been registered with VSDC

3.1. Any Bondholder whose name appears in the Register on the relevant Record Date shall have the right to attend the Meeting convened under the Meeting Notice.

3.2. The Bondholders entitled to attend the meeting under Paragraph 3.1 above and their legal representatives, the Issuer and the Bondholders' Representative (collectively referred to as

"**Delegates**") may attend and speak at the Meeting. However, only the Bondholders or their legal representatives may vote at the Meeting.

4. Procedures for Conducting the Meeting if the Bonds have not been registered with VSDC

4.1. A Bondholder may attend the Meeting in person or through its duly authorized representative, provided that if a Bondholder who is an individual attends through a representative, such Bondholder must send a notarized/certified power of attorney to the Bondholders' Representative at least 03 (three) Business Days prior to the date of the Meeting.

4.2. Before the expected opening time of the Meeting, the Delegates must register to attend the Meeting by (i) presenting the Meeting Notice, the duly signed and sealed (if any) document appointing/authorizing a representative to attend the meeting and legal documents showing the Delegate's personal identification information for verification by the Bondholders' Representative, and (ii) signing the list of delegates attending the Meeting next to the name of such Delegate (if such Delegate is an individual Bondholder), the name of the individual represented by such Delegate (if such Delegate is the authorized representative of an individual Bondholder), or the name of the organization represented by such Delegate (if such Delegate is the authorized representative of an institutional Bondholder).

4.3. The time for determining the quorum required to conduct the Meeting shall be at the end of the 45 (forty-five) minute period after the expected opening time of the Meeting specified in the Meeting Notice.

4.4. Quorum required to conduct the Meeting:

(i) For a Bondholders' Meeting convened for the first time to decide matter(s) other than Reserved Matters, one or more Bondholders holding at least 65% (sixty-five percent) of the total outstanding Bonds at the time of the meeting; and to decide Reserved Matter(s), one or more Bondholders holding at least 75% (seventy-five percent) of the total outstanding Bonds at the time of the Meeting; and

(ii) For a Bondholders' Meeting convened for the second time (because the first meeting did not satisfy the quorum requirement) to decide matter(s) other than Reserved Matters, one or more Bondholders holding at least 50% (fifty percent) of the total outstanding Bonds at the time of the meeting; and to decide Reserved Matter(s), one or more Bondholders holding at least 65% (sixty-five percent) of the total outstanding Bonds at the time of the Meeting.

4.5. The Issuer or the Bondholders' Representative (where the Meeting is not convened by the Issuer) shall appoint the chairperson of the Meeting and one or more secretaries of the Meeting at the beginning of the Meeting.

4.6. The Meeting shall elect a vote counting committee of no more than 03 (three) persons from among the Delegates attending the Meeting. The chairperson and secretary may not be members of the vote counting committee.

4.7. The contents and agenda of the Meeting must be approved by the Meeting before the Meeting begins discussion. The Meeting shall discuss and vote on each matter in the contents and agenda. Voting shall be conducted by collecting the ballots in favour of the resolution, then the ballots against, and finally counting the total number of votes in favour, against and abstaining. The vote counting results shall be announced by the chairperson immediately before the closing of the Meeting. Each Bondholder shall have one vote for each Bond held.

4.8. Any Bondholder or legal representative of a Bondholder arriving after the opening of the Meeting shall register to attend in accordance with Paragraph 4.2, but no later than the time specified in Paragraph 4.3 above, and shall be entitled to vote immediately after completing such registration. The chairperson shall not suspend the meeting for such persons to register; and in such case, the validity of the votes already taken shall not be affected.

5. Minutes of the Meeting if the Bonds have not been registered with VSDC

5.1. The proceedings and contents of the Meeting must be recorded in minutes and may be audio-recorded or recorded and stored in other electronic forms, made in Vietnamese and possibly also in a foreign language (if necessary), and must contain the following main contents:

- Information on the Issuer (name, head office address, number and date of issue of the enterprise registration certificate, place of business registration);
- Information on the Bonds;
- Time and venue of the Meeting;
- Agenda and contents of the Meeting;
- Chairperson and secretary;
- Summary of the proceedings of the meeting and the opinions expressed at the Meeting on each matter in the agenda;
- Number of Bondholders and total number of votes of the Bondholders attending the Meeting, and the list of Bondholders attending the Meeting with the corresponding number of Bonds and votes;
- Total number of votes and the corresponding percentage for each matter voted on, clearly stating the total number of votes in favour, against and abstaining.
- Matters approved

5.2. The minutes of the Meeting must be prepared and approved before the closing of the Meeting and must be signed by the chairperson and secretary or by all Bondholders attending the Meeting (applicable where the chairperson and/or secretary refuses to sign the minutes of the Meeting). Where the minutes contain all required contents but the chairperson and/or secretary refuses to sign and/or any Bondholder or representative of any Bondholder refuses to sign the minutes, the signature of such Bondholder or representative confirming attendance at the Meeting shall be deemed to be their signature on the minutes. The minutes of the Meeting prepared in accordance with the above procedure, together with

the vote counting minutes (if any), shall be the official evidence of the contents and decisions of the Bondholders at the relevant Meeting. For the avoidance of doubt, a decision on each matter duly approved at the Meeting (with the required voting percentage set out in the Terms and Conditions of the Bonds) shall take effect immediately upon approval, unless such decision specifies a different effective time.

5.3. On the basis of the minutes of the Meeting, the Bondholders' Representative shall prepare a document summarizing the decisions approved at the Meeting and announce it at the Meeting. This summary document shall be deemed the Bondholders' Resolution at the Meeting and shall be duly signed and sealed by the Bondholders' Representative and/or the Issuer (where the Issuer convenes the Meeting).

6. Written Consultation if the Bonds have not been registered with VSDC

6.1. The written consultation of the Bondholders shall be conducted by the Issuer or the Bondholders' Representative or a Bondholder or (a group of Bondholders together) holding 20% (twenty percent) or more of the total outstanding Bonds in the cases provided in the Terms and Conditions of the Bonds.

6.2. When it is necessary to seek the written opinions of the Bondholders (hereinafter referred to as "Written Consultation"), the person entitled to request the consultation shall send to the Bondholders' Representative and the Issuer (if necessary) a written request to seek the opinions of the Bondholders (hereinafter referred to as the "Consultation Request"). The Consultation Request must (i) be duly signed and sealed (if any) by the requesting person, (ii) state the matters on which opinions are sought, the expected date of the consultation and information about the person requesting the consultation, together with documents evidencing that the requesting person has sufficient authority to request the consultation in accordance with the Terms and Conditions of the Bonds, and (iii) attach the draft consultation form (in the form provided by the Bondholders' Representative).

6.3. Within 03 (three) Business Days after receipt of the Consultation Request, the Bondholders' Representative shall determine the authority to request the consultation (where the requesting person is one or more Bondholders, in accordance with the Terms and Conditions of the Bonds) based on the documents provided by the requesting person. Where the requesting person has sufficient authority as prescribed, the Bondholders' Representative shall (i) determine the Record Date for finalizing the list of Bondholders for the purpose of the written consultation, and (ii) send a notice to the Issuer of the Consultation Request and such Record Date.

For the avoidance of doubt, the Record Date for finalizing the list of Bondholders for the purpose of the written consultation shall be no later than 15 (fifteen) Business Days after the date on which the Bondholders' Representative receives the relevant Consultation Request.

6.4. Within 03 (three) Business Days from the date of receipt of the Consultation Request, the Bondholders' Representative shall work with the requesting person to agree on the contents

of the consultation form and the draft decision of the Bondholders for each matter on which opinions are sought. If the parties fail to agree on the above matters, the decision (documents) of the requesting person shall prevail.

6.5. The Bondholders' Representative shall proactively work with the Issuer to ensure that the Issuer sends the list of Bondholders to the Bondholders' Representative within 02 (two) Business Days immediately following the relevant Record Date.

6.6. After the person requesting the consultation has provided an assurance of payment of the costs of the consultation (such assurance must satisfy the requirements of the Bondholders' Representative), within 02 (two) Business Days from the date of receipt of the list of Bondholders referred to in Paragraph 6.5 above, the Bondholders' Representative shall send a consultation notice to all persons entitled to receive notices under Paragraph 6.7 below (hereinafter referred to as the "Consultation Notice"). The Consultation Notice must state the deadline for receiving opinions and must be sent at least 05 (five) Business Days prior to the deadline for giving opinions. The Consultation Notice must be accompanied by a form for recording opinions (hereinafter referred to as the "Consultation Form") and the draft decision of the Bondholders for each matter on which opinions are sought.

6.7. Any Bondholder whose name appears in the Register on the Record Date shall have the right to give opinions under such Consultation Notice. Only the Bondholders, the Issuer and the Bondholders' Representative may receive the Consultation Notice. However, only the Bondholders may give opinions.

6.8. A completed Consultation Form must be duly signed and sealed (if any) by the relevant Bondholder in respect of one of the following three options: in favour, against or other opinion on each matter on which opinions are sought.

6.9. Consultation Forms sent to the Bondholders' Representative must be contained in sealed envelopes and no one may open them before vote counting. Consultation Forms sent to the Bondholders' Representative after the deadline specified in the Consultation Notice shall be invalid (unless otherwise provided in the Consultation Notice).

6.10. The Bondholders' Representative and the Issuer shall jointly count the votes and prepare vote counting minutes in the presence of the person requesting the consultation (if the requesting person is not the Issuer or the Bondholders' Representative) within 03 (three) Business Days from the deadline for receiving written opinions. The vote counting minutes must contain the following main contents:

- The purpose and matters on which opinions are sought for adopting decisions;
- Number of Bondholders and total number of votes cast, distinguishing between valid and invalid votes, together with an appendix listing the Bondholders who voted;
- Total number of opinions in favour, against and abstaining on each matter; and
- Matters approved.
- The vote counting minutes must be duly signed and sealed by the Bondholders'

Representative. For the avoidance of doubt, a decision of the Bondholders on a matter duly approved by written consultation (with the required voting percentage set out in the Terms and Conditions of the Bonds) shall take effect immediately upon preparation of the vote counting minutes, unless such decision specifies a different effective time.

6.11. On the basis of the vote counting minutes, the Bondholders' Representative shall prepare a document summarizing the decisions approved by written consultation. This summary document shall be deemed the Bondholders' Resolution for the relevant consultation and shall be duly signed and sealed by the Bondholders' Representative and/or the Issuer (where the Issuer convenes the Meeting).

7. Convening Meetings and Written Consultation if the Bonds have been registered with VSDC

7.1. If the Bonds have been registered with VSDC, the Bondholders' Representative shall remain responsible for holding Meetings or conducting Written Consultations of the Bondholders in accordance with the relevant laws, the regulations of VSDC and the relevant Stock Exchange (if applicable), and the relevant provisions of the Terms and Conditions of the Bonds and this Contract (to the extent such provisions are not contrary to the relevant laws and the regulations of VSDC and the relevant Stock Exchange (if applicable)).

7.2. The Bondholders' Representative shall proactively work with VSDC to receive the list of Bondholders finalized on the relevant Record Date for the purpose of holding a Meeting or Written Consultation (as applicable).

8. General Provisions

8.1. When the Meeting decides any matter relating purely to the format, procedures or agenda of the Meeting or the written consultation which is not a matter to be voted on as set out in the draft resolution (or in a proposal to supplement the agenda) (including the election of the vote counting committee and the determination of the agenda and contents of the Meeting), such matter shall be deemed decided or approved by the Meeting if approved by one or more Bondholders representing 65% (sixty-five percent) or more of the total outstanding Bonds of the same type.

8.2. The Bondholders' Representative shall send copies of the minutes of the Meeting or the vote counting minutes (as applicable) and the summary of the decisions of the Bondholders (duly signed and sealed by the Bondholders' Representative) to all Bondholders and the Issuer within 05 (five) Business Days from the end of the Meeting or the deadline for receiving written opinions (as applicable). The Bondholders' Representative shall (i) keep at its registered address the originals of all minutes of Meetings, vote counting minutes and summaries of decisions of the Bondholders, together with the documents relating to the holding of Meetings and Written Consultations, and (ii) provide copies of the above documents at the request of the Bondholders or the Issuer for a fee.

8.3. The conditions for approval of Resolutions of the Meeting and/or Written Consultation of the Bondholders shall be governed by the Terms and Conditions of the Bonds.

8.4. All actual costs and expenses relating to the convening and holding of a Meeting or Written Consultation shall be borne by the Issuer or by the person requesting the Meeting/Written Consultation, depending on which party carries it out.

APPENDIX TO THE SERVICE CONTRACT
BONDHOLDERS' REPRESENTATIVE

No.: 01/2309/ĐDNSHTP

Dated 23 September 2026

Between

VIET CAPITAL COMMERCIAL JOINT STOCK BANK (BVBANK)

BVBank
Ngân hàng Bản Việt

And

ACB SECURITIES COMPANY LIMITED

ACBS

BVBank
Ngân hàng Bản Việt

ACBS

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

CONTRACT APPENDIX

(Attached to the Bondholders' Representative Contract)

No. **2309/ĐDNSHTP** *dated 23/09/2026 (the "**Contract**"))*

Today, 23 September 2026, at the Head Office of ACB Securities Company Limited, we are:

PARTY A: VIET CAPITAL COMMERCIAL JOINT STOCK BANK (BVBANK)

(hereinafter referred to as the "**Issuer**" or "**Party A**")

Enterprise Registration Certificate/Operating License No.:	0025/NH-GP issued by the State Bank of Vietnam on 22/08/1992, as amended and supplemented from time to time
Address:	HM Town Building, 412 Nguyen Thi Minh Khai, Ban Co Ward, Ho Chi Minh City
Telephone:	(028) 62 679 679
Representative:	**Mr. HOANG VY LONG**
Position:	**Director of Financial Markets Division, BVBank**

Under Power of Attorney No. 1322a/26/BVBank/QĐ-TGĐ dated 22/09/2026 issued by the General Director of Viet Capital Commercial Joint Stock Bank

(hereinafter referred to as the "**Issuer**" or "**Party A**")

And

PARTY B: ACB SECURITIES COMPANY LIMITED

Enterprise Registration Certificate/Operating License No.:	06/GPHĐKD issued by the State Securities Commission of Vietnam on 29/6/2000
Address:	3rd Floor, Léman Luxury Building, 117 Nguyen Dinh Chieu, Xuan Hoa Ward, Ho Chi Minh City
Telephone:	(028) 7300 7000
Fax:	(028) 7300 3751
Payment account:	1163 999 at Asia Commercial Joint Stock Bank – Le Ngo Cat Transaction Office
Representative:	**Mr. NGUYEN DUC HOAN**
Position:	**General Director**

Under Power of Attorney No. 02/GUQ-ACBS.26 dated 12/02/2026 issued by the Chairman of the Members' Council

(hereinafter referred to as the "**Bondholders' Representative**" or "**Party B**")

Party A and Party B are individually referred to as a "**Party**" and collectively as the "**Parties**" or "**Both Parties**".

The Parties hereby agree to enter into this Appendix to the Bondholders' Representative Service Contract (hereinafter referred to as the "**Contract Appendix**") with the following contents:

Unless otherwise defined in this Contract Appendix, capitalized words and terms used in this Contract Appendix shall have the meanings ascribed to them in the Contract.

ARTICLE 1: AMENDMENT TO PARTY A'S REPRESENTATIVE INFORMATION

- **Previous information:**

  (Under Power of Attorney No. 22/26/BVBank/QĐ-TGĐ dated 08/01/2026 issued by the General Director of Viet Capital Commercial Joint Stock Bank)

- **Amended information:**

  (Under Power of Attorney No. 1322a/26/BVBank/QĐ-TGĐ dated 22/09/2026 issued by the General Director of Viet Capital Commercial Joint Stock Bank)

ARTICLE 2: IMPLEMENTATION PROVISIONS

2.1 This Contract Appendix constitutes an integral part of the Contract.

2.2 This Contract Appendix shall take effect from the signing date stated at the beginning of this Contract Appendix. Provisions of the Contract not mentioned in this Contract Appendix remain unchanged and in full force and effect.

2.3 This Contract Appendix is made in four (04) originals in Vietnamese, with each Party retaining two (02) originals of equal legal validity.

ON BEHALF OF PARTY A	**ON BEHALF OF PARTY B**
(signed and sealed)	*(signed and sealed)*
Hoang Vy Long	**Nguyen Duc Hoan**