

No.: 25/NQ-HDQT

An Giang, day 01 month 08 year 2025

**RESOLUTION**

***Regarding: Approval of the Cooperation Agreement between KienlongBank and KienlongBank Asset Management Company Limited (KBA)***

**BOARD OF DIRECTORS**

**KIENLONG COMMERCIAL JOINT STOCK BANK**

- Pursuant to Law on Enterprise No. 59/2020/QH14 dated June 17, 2020;
- Pursuant to Law on Credit Institutions No. 32/2024/QH15 dated January 18, 2024;
- Pursuant to the current Charter of Kien Long Commercial Joint Stock Bank (KienlongBank);
- Pursuant to the current Regulations on Organization and Operation of the Board of Directors;
- Based on the Minutes of the Board of Directors Meeting dated 01/08/2025

**RESOLVE:**

**Article 1.** Approval of the Cooperation Agreement and other documents related to the Agreement regarding valuation/price consulting for assets between KienlongBank and KienlongBank Asset Management Company Limited (KBA) (hereinafter referred to as the “Cooperation Agreement”).

(According to the attached Draft Cooperation Agreement).

**Article 2.** Conditions Accompanying the Cooperation Agreement:

- The value of each related transaction, or the total value of related transactions, arising from the Cooperation Agreement between KBA and KienlongBank must be equal to or less than twenty percent (20%) of KienlongBank charter capital as stated in its latest audited financial report.
- Other related conditions within the Cooperation Agreement will adhere to KienlongBank regulations and applicable laws during each period.

**Article 3.** Members of the Board of Directors, Board of Management, Chief Accountant, Chief of Divisions, Regional Directors, Directors of Representative Offices, Directors of Headquarters Departments/Units/Centers, Directors of Branches, and Transaction Offices under KienlongBank, all KienlongBank and KBA officers and employees, and relevant units and individuals are responsible for implementing this Resolution.

**Article 4.** This resolution takes effect from the date of signing.

**ON BEHALF OF BOARD OF DIRECTORS**

**CHAIRMAN**

**Recipients:**

- Board of Supervisors (to report);
- As per Article 3 (to implement);
- Archived at Board of Directors' Office.



**Tran Ngoc Minh**

---

COOPERATION AGREEMENT

---

Between

**KIEN LONG COMMERCIAL JOINT STOCK BANK**

And

**KIENLONGBANK ASSET MANAGEMENT COMPANY – KIEN LONG  
COMMERCIAL JOINT STOCK BANK**

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

**COOPERATION AGREEMENT**

**No:...../2025/HDHT/KLB-KBA**

*This Cooperation Agreement is made and entered into on the .... day of ....., 2025 by and between the following parties:*

**PARTY A: KIEN LONG COMMERCIAL JOINT STOCK BANK (KienlongBank)**

Address : 40 - 42 - 44 Pham Hong Thai, Rach Gia Ward, An Giang Province

Business Registration Number : 1700197787

Certificate of Business Registration No. 1700197787 issued by the Department of Planning and Investment of Kien Giang Province on 10/10/1995 (amended for the \_\_th time on \_\_/\_\_/\_\_\_\_).

Representative : Mr,

Title:

And

**PARTY B: KIENLONGBANK ASSET MANAGEMENT COMPANY – KIEN LONG COMMERCIAL JOINT STOCK BANK (KBA)**

Address : 6<sup>th</sup> Floor, 40 - 42 - 44 Pham Hong Thai, Rach Gia Ward, An Giang Province

Business Registration Number : 1701452905

Certificate of Business Registration No. 1701452905 issued by the Department of Planning and Investment of Kien Giang Province on 12/11/2010 (amended for the 10<sup>th</sup> time on 03/04/2025)

Representative : Mr. Doan Minh Tan

Title: Director

*The two parties agree to sign this Cooperation Agreement (hereinafter referred to as the “Agreement”) with the following contents:*

**KienlongBank** and **KBA** are hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**” or “**Both Parties**”

**WHEREAS:**

- **KienlongBank** is Kien Long Commercial Joint Stock Bank, established and operating legally in Vietnam, with the function of providing professional and sustainable credit products and banking services, bringing added value to

customers; pioneering in participating in programs and activities for the benefit of community development.

- **KBA** is a subsidiary of KienlongBank established and operating independently and legally in Vietnam, with asset valuation activities in the Kien Long Commercial Joint Stock Bank system (excluding goods appraisal and valuation services under the authority of the Government); asset valuation in the Kien Long Commercial Joint Stock Bank system.

## **ARTICLE 1. PURPOSE OF COOPERATION**

1. This Agreement aims to establish a framework for cooperation between Party A and Party B, outlining the principles and content of their work coordination.
2. Through this cooperation, and based on the strengths of each Party, the Parties will collaborate to:
  - a. Mutually support each other in referring clients and providing valuation/consulting services for real estate and other assets (hereinafter referred to as "valuation"), ensuring service quality and efficiency.
  - b. Party B shall assist Party A with related tasks before Party A performs a valuation on movable assets, in cases where Party B has not yet met the conditions to provide movable asset valuation services.
  - c. Party B shall determine the value of assets for Party A's purposes, including but not limited to credit granting and other purposes as required by Party A.

## **ARTICLE 2. PRINCIPLE OF COOPERATION**

- 2.1. The cooperation shall be implemented as needed by the Parties through the signing of specific implementation contracts.
- 2.2. For each client who has a need and is considered for credit by Party A in the form of secured assets, and is referred by Party A to Party B, Party B will provide asset valuation services through the negotiation and signing of a specific Asset Valuation Service Contract.
- 2.3. To align with the content of this Agreement and specific implementation contracts, the Parties agree that the form of the Asset Valuation Service Contract to be signed between Party B and a client referred by Party A will follow a template agreed upon by the Parties.

- 2.4. The Parties shall strive to ensure mutual understanding, aiming for long-term and sustainable cooperation that is consistent with each Party's business strategy and plans.
- 2.5. The cooperation must be based on the principles of equality, mutual benefit, and compliance with each Party's internal regulations and relevant legal provisions.
- 2.6. The content of the cooperation must be carried out in a manner that absolutely protects the image and brand of each Party. Each Party is responsible for ensuring its employees have the necessary knowledge and information to perform the terms of this Agreement, as well as specific implementation contracts and specific Asset Valuation Service Contracts.

### **ARTICLE 3. SCOPE OF COOPERATION**

- 3.1. The Parties shall cooperate in expanding their common client base to grow together, with the ultimate goal of providing comprehensive services to their clients.
- 3.2. Party A will refer clients who have a need and are being considered for secured credit, and Party B will provide asset valuation services (including real estate and other assets) for Party A's clients, in accordance with the cooperation process specified in Article 9 of this Agreement.
- 3.3. Party B shall determine the value of assets for purposes requested by Party A, including but not limited to credit granting and other lawful purposes as required by Party A.
- 3.4. Party B agrees and consents to use the payment account services provided by Party A.
- 3.5. Other cooperation contents as agreed upon by the Parties from time to time, in compliance with the provisions of law.

### **ARTICLE 4. VALUATION REPORT**

- 4.1. Valuation report includes: Valuation Certificate, Valuation Report, and attached Appendices (if any) (hereinafter collectively referred to as the Valuation Report), which Party B provides to Party A. This report shall be prepared in accordance with the laws on valuation.

In case the Valuation Report lacks content and/or is not in compliance with the laws on valuation, Party A has the right to request Party B to supplement and

adjust the Valuation Report to be complete and compliant. Party B is responsible for providing the Valuation Report to Party A within the timeframe specified in Party A's notice and/or at the request of the client referred by Party A, as per each specific implementation contract between the parties.

- 4.2. The number of certificates Party B provides to Party A: 01 file of valid digital-signature original or 02 hard copies with wet signatures, with 01 copy for Party A and 01 copy for the client. Party A has the right to request Party B to sign a contract addendum (with the client) to provide additional hard copies or certified true copies of the Valuation Report for purposes consistent with the agreements signed between the Parties and in compliance with the law.

#### **ARTICLE 5. SERVICE FEES**

- 5.1. For clients referred by Party A who use Party B's services, the client is responsible for paying Party B the service fees as agreed upon in each specific service contract signed between the client and Party B.
- 5.2. For assets that Party A requests to be valued for its internal or operational purposes, including but not limited to the following cases:
- Periodic revaluation;
  - Valuation for debt resolution;
  - Valuation for assets of a collaborator or a third party guaranteeing a collaborator;
  - Valuation for the purpose of consulting on buying/selling, price reference, or assessing asset value impairment to make provisions;
  - Other lawful valuation purposes determined by Party A;
  - For all the above valuation purposes, Party B shall issue an invoice and collect the service fee directly from Party A according to Party B's published fee schedule.
- 5.3. For assets valued by Party B but for which Party A confirms no credit will be granted, Party B shall issue an invoice and collect the service fee directly from Party A according to Party B's published fee schedule.

## **ARTICLE 6. COMMITMENTS OF THE PARTIES**

- 6.1. The Parties commit to having all necessary operating licenses and legal approvals required by law to perform the tasks under this Agreement, the specific implementation contracts, and the Asset Valuation Service Contracts.
- 6.2. The Parties commit to regularly exchanging information about policies, market conditions, and each Party's needs to enhance the effectiveness of the cooperation.
- 6.3. The Parties will inform their respective units/personnel about the cooperation under this Agreement and will direct and facilitate their units/personnel to use the products and services provided by the other Party, ensuring quality and competitive prices.
- 6.4. Based on the provisions of this Agreement, the Parties will implement the cooperation across their entire systems. The specific cooperation details will be discussed, agreed upon, and signed by the Parties.
- 6.5. The Parties commit to fully and correctly performing all terms of this Agreement in a spirit of cooperation and mutual respect.
- 6.6. Neither Party shall take any action that adversely affects the rights of the other Party under this Agreement and other related agreements.

## **ARTICLE 7. OBLIGATIONS AND RIGHTS OF PARTY A**

### **7.1. Rights of Party A**

- a. To request Party B to provide the original Valuation Report for each asset to be valued, as stipulated in the specific implementation contracts and/or the Asset Valuation Service Contracts signed between Party B and the client referred by Party A.
- b. To request Party B to provide explanations for all content related to the Valuation Report.
- c. To use the Valuation Report strictly for the purposes agreed upon by the Parties in this Agreement, specific implementation contracts, and the Asset Valuation Service Contracts.
- d. To request Party B to terminate the performance of work under this Agreement and related agreements by personnel who do not meet the necessary criteria to perform the work as stipulated in this Agreement, specific implementation contracts, and the Asset Valuation Service Contracts.



- e. To have the right to request competent state agencies to protect its legitimate rights and interests when they are violated.
- f. In the event that Party B provides dishonest, inaccurate, or incomplete valuation results and/or violates this Agreement or the specific service implementation contract, leading to losses for Party A, Party A has the right to demand compensation for damages from Party B in accordance with the law.
- g. To have the right to request Party B to explain and disclose the valuation bases and market transaction information that affect the valuation results for verification, comparison, and authentication.
- h. To have the right to refuse to provide documents requested by Party B if it is determined that providing such documents is not for the purpose of valuation and/or does not serve the purpose or scope of this Agreement or the specific service implementation contract signed between the parties.
- i. To have the right to participate in the on-site survey of assets during the valuation process with Party B.
- j. Other rights as stipulated in this Agreement, specific implementation contracts, Asset Valuation Service Contracts, and relevant legal provisions.

#### 7.2. Obligations of Party A

- a. To provide Party B with necessary information, records, and documents (photocopies/scans) related to the assets to be valued.
- b. To create favorable conditions for Party B to survey the assets to be valued.
- c. To use the valuation results for the correct purposes based on the Valuation Report provided by Party B.
- d. To coordinate and support Party B in collecting valuation service fees from clients and other reasonable support measures.
- e. Other obligations as stipulated in this Agreement, related contracts/addendums, and relevant legal provisions.

### **ARTICLE 8. OBLIGATIONS AND RIGHTS OF PARTY B**

#### 8.1. Rights of Party B

- a. To request Party A to provide necessary information, records, and documents for performing the valuation services.
- b. To be independent in performing valuation and providing valuation results.

- c. To collect valuation service fees as agreed upon in the contracts that Party B signs with clients referred by Party A.
- d. To refuse to perform a valuation if the asset does not meet the conditions for valuation as stipulated by law and the internal regulations of both parties, and/or if Party B does not have the necessary qualifications or capacity to perform the valuation work as required by law. In such cases, Party B is responsible for immediately notifying Party A to find a suitable solution.
- e. Other rights as stipulated in this Agreement and relevant legal provisions.

#### 8.2. Obligations of Party B

- a. To apply Vietnamese Valuation Standards when performing valuation under this Agreement.
- b. To perform the tasks specified in Article 1 of this Agreement.
- c. To comply with Party A's regulations for accepting collateral when valuing assets. To be responsible for specifically noting any contents or recommendations in the Valuation Report when an asset does not meet the acceptance conditions.
- d. To propose and warn about assets that have risks, do not meet the conditions for being accepted as collateral, and/or violate legal regulations during the valuation process, so that Party A has a basis to refuse the asset.
- e. To provide the original Valuation Report for each asset to be valued, as stipulated in the specific implementation contracts, Asset Valuation Service Contracts, and this Agreement.
- f. To answer questions related to the appraisal file, process, and valuation results as requested by Party A.
- g. To ensure the quality of the work and complete the asset valuation within the timeframe agreed upon by the Parties, provided that Party A has supplied all necessary information, records, and documents for the valuation.
- h. To ensure the valuation results are consistent with the asset's value at the time of valuation. Party B shall equip itself with the necessary tools and means to perform the valuation work as requested by Party A.
- i. To notify Party A no later than 01 working day if the information, records, or documents for the valuation are incomplete as required.

- j. To ensure that Party B's personnel meet the necessary criteria, conditions, and qualifications to perform the work as specified in this Agreement, the specific implementation contracts, and the Asset Valuation Service Contracts.
- k. The Valuation Report must be complete as specified in Article 4 of this Agreement, with the valuation purpose correctly following Party A's request.
- l. To be responsible for the valuation results. In the event that Party B provides dishonest, inaccurate, or incomplete valuation results and/or violates this Agreement or a specific service implementation contract, leading to losses for Party A, Party B must compensate Party A for the damages in accordance with the law.
- m. Party A shall be fully exempted from all responsibilities related to the valuation work of Party B and/or its employees, except in cases where Party A engages in bribery, corruption, or collusion with Party B's employees and Party B to falsify the valuation results.
- n. Other obligations as stipulated in this Agreement, specific implementation contracts, Asset Valuation Service Contracts, and relevant legal provisions.

## ARTICLE 9. COOPERATION PROCEDURE

### 9.1. Cooperation procedure

Cooperation procedure of KienlongBank – KBA				
Responsible	Step	Flowchart	Related Documents	Time
KienlongBank	Step 1	Valuation request	According to regulation of KBA, KienlongBank.	Depending on the assets and products requested by Party A, the Parties shall negotiate and issue a notice.
KBA	Step 2	Receiving documents related to the asset valuation		
KienlongBank, KBA.	Step 3	Exchanging and verifying information and the legal status of the asset		
KBA.	Step 4	Conducting the asset valuation and submitting valuation results		
KienlongBank, KBA.	Step 5	Archiving documents		

### 9.2. Explanation of the Cooperation procedure

**Step 1.** When Party A and/or Party A's client has a need for asset valuation, Party A will provide and/or guide the client to provide the necessary documents of the asset to facilitate Party B's valuation.

After the client provides the files, Party A will transfer them to Party B. The method of transferring these files will be agreed upon by the Parties from time to time.

**Step 2.** Party B receives and reviews the files and documents for the asset valuation.

**Step 3.** During the reviewing of asset documents, Party B is responsible for notifying and making recommendations to Party A when:

- In cases where the information about the asset is unclear, inconsistent, and could affect the legal status and/or value of the asset, Party B will notify Party A and/or Party A's affiliated unit no later than one (01) business day from the time the file set is received, to supplement the information, files, and documents for the valuation.

- In cases where the information presented in the files and documents for the asset valuation is specific and clear, the process will move to Step 4.

**Step 4.** Party B conducts the asset valuation in accordance with its internal regulations and provides the valuation results to Party A as stipulated in this Agreement and in the specific implementation contracts and Asset Valuation Service Contracts. The timeframe for Party B to provide the valuation results to Party A will follow the timeline in the valuation service fee schedule agreed upon by both parties from time to time. This timeframe may be changed by agreement between the Parties as stated in each specific implementation contract or Asset Valuation Service Contract.

Party A receives the valuation results and proceeds to process/approve them according to its internal procedures. Party B is responsible for explaining, amending, or supplementing (if any) the valuation results as requested by Party A.

**Step 5.** Party A and Party B will archive the valuation file set in accordance with each Party's internal regulations.

## **ARTICLE 10. PENALTIES AND COMPENSATION**

10.1. The Parties agree that the violating Party shall be liable for both a penalty for violation and compensation for damages to the aggrieved Party in accordance with legal provisions.

10.2. In the course of implementing this Agreement and other specific agreements or contracts, if one of the Parties violates any of its obligations or commitments, the violating Party shall be subject to a penalty equal to 8% of the value of the relevant Asset Valuation Service Contract and shall also compensate the aggrieved Party for damages in accordance with legal provisions.

10.3. In the event that one Party fails to fully comply with its obligations under this Agreement and causes damage to the other Party, the aggrieved Party has the right to deduct the penalty and compensation amount from any payments due

to the violating Party (if any) or demand a guarantee of payment within a timeframe set by the aggrieved Party (in cases where deduction is not possible).

## **ARTICLE 11.FORCE MAJEURE**

11.1. Force majeure means an event that is beyond the control of the Parties, is not caused by their fault or negligence, and could not have been reasonably foreseen or avoided, including but not limited to natural disasters, fires, epidemics, wars or threats of war, riots, or strikes.

11.2. A Party unable to perform its obligations under the Agreement due to Force Majeure shall be exempt from legal liability, provided that:

- a. The Party affected by the force majeure event has taken all necessary measures to prevent, mitigate, and remedy the event, but the event or its adverse consequences still persist, and
- b. The Party affected by the force majeure event has provided written notice, confirmed by the relevant state authority (if applicable), specifying the force majeure event and/or its consequences, and all measures taken.

11.3. The Party with the obligation to perform shall resume its obligations once the force majeure event has ended and no longer affects the performance of the Agreement.

## **ARTICLE 12.CONFIDENTIALITY**

12. 1. Throughout the term of this Agreement and any related agreements the Parties may enter into, any information, documents, or data in any form provided by one Party to the other, and any Client Information (including but not limited to personal information, transaction information, information on a client's account/credit status, and asset information), as well as information collected by Party B arising from and/or related to the performance of this Agreement and any related agreements, shall be referred to as "Confidential Information".
12. 2. The Parties agree that Confidential Information will be used by them solely for the performance of the tasks under this Agreement and related agreements. The Parties commit not to directly or indirectly disclose the Confidential Information; record or copy it or any part thereof; or quote, or permit the use of, the Confidential Information to any other organization or individual, unless: required by a competent state authority; permitted by law; or provided to a Party's relevant units for the purpose of carrying out the Parties' agreed

terms, on the condition that the unit or individual receiving the Confidential Information also has the responsibility to maintain confidentiality as stipulated in this Article of the Agreement.

12. 3. In the event that Confidential Information must be disclosed, a Party commits to immediately notify the other Party about the Confidential Information and the list of information required for disclosure before/right after providing it.
12. 4. Each Party has the right to disclose information about the execution and content of this Agreement to a competent state authority upon request, or to other third parties for the purpose of serving its own business operations, auditing, verification, or evaluation.
12. 5. The provisions on confidentiality in this Agreement shall remain in effect even after this Agreement is terminated.

### **ARTICLE 13.EFFECTIVE DATE AND TERMINATION OF AGREEMENT**

13. 1. This Agreement takes effect from the date of signing.
13. 2. A Party has the right to unilaterally terminate this Agreement without incurring any liability to the other Party by giving written notice to the other Party at least 30 (thirty) days in advance, when one of the following events occurs:
  - a. The other Party breaches any term of this Agreement and fails to remedy such breach within thirty (30) days from the date of receiving written notice from the aggrieved Party.
  - b. The other Party is declared bankrupt or dissolved, or has its Certificate of Business Registration or other licenses revoked, rendering it unable to conduct business.
13. 3. A Party has the right to unilaterally terminate this Agreement, provided that the terminating Party gives ninety (90) days' prior notice of termination to the other Party, except for the cases stipulated in Clause 13.2 of this Article.
13. 4. Upon termination of this Agreement, each Party commits to immediately return to the other Party the originals of all documents or data provided by the other Party during the implementation of this Agreement.

### **ARTICLE 14.GENERAL PROVISIONS**

14. 1. The Parties hereby agree and acknowledge that the signing of this Agreement is based on a completely voluntary basis.

14. 2. The Parties also agree that each Party shall bear its own costs and expenses arising from or related to the signing of this Agreement and the negotiation of related contracts and documents under this Agreement.
14. 3. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of Vietnam.
14. 4. Any dispute arising from or in connection with this Agreement shall be resolved in good faith through negotiation between the Parties. If the dispute cannot be resolved through negotiation, either Party shall submit the dispute to the competent court of the Socialist Republic of Vietnam for resolution. The court's decision shall be final and binding on both Parties. All costs for resolving the dispute in court shall be borne by the losing Party, unless otherwise agreed.
14. 5. The Parties commit not to assign or transfer any of their rights and obligations under this Agreement to any third party without the prior written consent of the other Party.
14. 6. The terms and sub-clauses stipulated in this Agreement shall be legally distinct and their validity shall not be bound by other terms. In the event that any term becomes invalid, legally void, or unenforceable under Vietnamese law, the validity, legality, and enforceability of the remaining terms of this Agreement shall remain in full force and effect.
14. 7. All correspondence and communications between the Parties related to this Agreement shall be made in writing in the Vietnamese language.
14. 8. This Agreement supersedes all previous documents and agreements (if any) signed between the Parties related to valuation cooperation.
14. 9. This Agreement is made into 04 (four) copies in the Vietnamese language, all having the same legal validity. Each Party shall keep 02 (two) copies for implementation purposes.

The Parties, agreeing to the above terms and conditions, have signed below.

**KIEN LONG BANK REPRESENTATIVE**

**KBA REPRESENTATIVE**