

KIEN LONG COMMERCIAL JOINT STOCK BANK
as the Issuer

and

SAIGON – HANOI SECURITIES JOINT STOCK COMPANY
as the Bondholder Representative

BONDHOLDERS' REPRESENTATIVE AGREEMENT

No.: 01/2025/HDDDNSHTP.SHS/KienlongBank

Date 16 month 9. year 2025

BONDHOLDERS' REPRESENTATIVE AGREEMENT (“**Agreement**”) is made on date 16 month 9. year 2025 by and between:

(1) KIEN LONG COMMERCIAL JOINT STOCK BANK

Certificate of Business Registration : 1700197787 issued by the Department of Planning and Investment of Kien Giang province, registered for the 42nd change on July 24, 2024.

Head office address : No. 40-42-44 Pham Hong Thai, Rach Gia Ward, An Giang Province.

Phone : 0297 3869950

Fax : 0297 3877541

Representative : Mr. Tran Ngoc Minh

Position : Chairman of the Board of Directors

(hereinafter referred to as “**Issuer**”)

(2) SAIGON – HANOI SECURITIES JOINT STOCK COMPANY

Establishment and operation license No. : 66/UBCK-GP issued by the State Securities Commission on November 15, 2007 and updated in accordance with the adjusted licenses at each time point

Address : Floors 1-5, Unimex Hanoi Building, No. 41 Ngo Quyen, Cua Nam Ward, Hanoi City

Tel : (84) 24 38181888

Fax : (84 24) 38 181 688

Representative : Mr. Nguyen Chi Thanh

Position : General Director

Account Number : 1001085188 at Saigon – Hanoi Commercial Joint Stock Bank, Dong Do Branch

(Hereinafter referred to as “**Bondholders' Representative**”)

(The Issuer and Bondholders' Representative can be individually referred to as the “**Party**” and collectively as the “**Parties**”).

BASIS OF AGREEMENT

(A) The Issuer will issue the Kien Long Commercial Joint Stock Bank Bonds to the public as non-convertible, non-warranted, unsecured bonds, which are subordinated debts and satisfy

the conditions to be included in the Issuer's Tier 2 capital, issued and paid in Vietnamese Dong, with a maximum total issuance value of VND 3,000,000,000,000 (In words: Three trillion Vietnamese Dong), the Bond tenor is 07 (seven) years from the Issue Date, the par value of each Bond is VND 100,000 (In words: One hundred thousand Vietnamese Dong) according to Resolution No. 30/NQ-HDQT dated September 16, 2025 of the Board of Directors of Kien Long Commercial Joint Stock Bank (hereinafter referred to as "**Bonds**");

- (B) The Bonds shall have the terms and conditions ("**Bond Conditions**") as set out in the Bond Offering Prospectus officially published by the Issuer for the offering of the Bonds ("**Prospectus**");
- (C) The Issuer appoints Saigon – Hanoi Securities Joint Stock Company as the Representative for all Bondholders and Saigon – Hanoi Securities Joint Stock Company accepts the above appointment and performs the duties/responsibilities of the Bondholder Representative in accordance with the terms of this Agreement;
- (D) In this Agreement, the words "agree" or "accept" of the "Bondholders" shall be understood and interpreted as "agree" or "approve" given pursuant to a valid resolution of the Bondholders' Meeting held in accordance with the provisions of the Bond Conditions.

NOW, IN CONSIDERATION HEREOF, THE PARTIES AGREE as follows:

Article 1. Definitions and Terminologies

1.1. Unless otherwise expressly provided in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in the Bond Conditions. Other capitalized terms when used in this Agreement shall have the following meanings:

- (a) "**Prospectus**" as defined in Part (B), BASIS OF AGREEMENT;
- (b) "**Bond Conditions**" as defined in Part (B), BASIS OF AGREEMENT;
- (c) "**Bondholders' Representative**" means Saigon – Hanoi Securities Joint Stock Company;
- (d) "**Business Day**" means any day other than a Saturday, Sunday or a public holiday, Tet holiday (including compensatory leave) as decided by a competent State agency and prescribed by the laws of Vietnam;
- (e) "**Bondholder**" has the meaning as defined in the Bond Conditions;
- (f) "**Bond Documents**" has the meaning set forth in the Bond Conditions and includes this Agreement;
- (g) "**VSDC**" has the meaning set forth in the Bond Conditions;
- (h) "**Register**" has the meaning set forth in the Bond Conditions;
- (i) "**Excluded Matters**" has the meaning set forth in the Bond Conditions;
- (j) "**Third Parties**" means the parties involved in providing services to the Bond and the government regulatory agencies.

- 1.2. Where the context so requires, words in the singular shall include the plural and vice versa; references to persons shall include individuals and/or organisations and references to a gender shall include both genders.
- 1.3. A reference to a party (or parties) shall include a reference to the party (or parties) to this Agreement.
- 1.4. A reference to an organisation/individual shall include the successor organisation/individual or permitted transferee or assignee of that organisation/individual.
- 1.5. The headings of clauses are for reference purposes only and shall not affect the interpretation of the provisions of this Agreement.
- 1.6. Any reference in this Agreement to an "Article" or "Appendix" shall refer to an article in this Agreement and the relevant Appendix attached to this Agreement.
- 1.7. Certain terms are defined separately in accordance with the Bond Conditions.

Article 2. Appointment of Bondholder's Representative

- 2.1. The Issuer appoints Saigon - Hanoi Securities Joint Stock Company as Bondholder Representative to perform the tasks and responsibilities as prescribed in Article 24 of Decree No. 155/2020/ND-CP dated December 31, 2020 of the Government detailing the implementation of a number of articles of the Securities Law. Saigon - Hanoi Securities Joint Stock Company agrees to act as Bondholder Representative as designated by the Issuer in this Contract.
- 2.2. The Issuer warrants that, in accordance with the Bond Documents, each Bondholder, by purchasing the Bonds or receiving the transfer of ownership of the Bonds in any other form, will acknowledge and irrevocably agree to (i) the appointment of Saigon - Hanoi Securities Joint Stock Company as the Bondholder Representative in accordance with the provisions of clause 2.1 of this Article and (ii) the other terms and conditions of this Contract.
- 2.3. During the effective period of this Contract, there will be only one Bondholder Representative appointed for the Bonds. The powers and responsibilities of the Bondholder Representative as stipulated in this Contract will be effective from the time the Issuer completes the issuance of the Bonds until the maturity of the Bonds and/or there are no more Bonds in circulation.
- 2.4. The selection of a successor legal entity to perform the obligations of the Bondholder Representative under this Contract ("Alternate Representative") shall be made in accordance with the provisions of Article 6 of this Contract.

Article 3. Rights, Obligations and Responsibilities of the Bondholders' Representative

- 3.1. Rights of the Bondholders' Representative:
 - (a) Has the right to perform the tasks under the authority and responsibility of the Bondholders' Representative according to the provisions of this Contract, the relevant Bond Documents and the provisions of law;

(b) Has the right to request the Issuer to fully perform the obligations of the Issuer as stipulated in this Contract and the Bond Documents, including but not limited to providing full and timely information, documents, necessary reports, lists and information of Bondholders to serve the performance of tasks under the authority and responsibility of the Bondholders' Representative according to the agreed contents in this Contract;

(c) Have the right to request the Issuer to ensure the accuracy, truthfulness and legality of the relevant information and documents that the Issuer provides to the Bondholder Representative under this Contract;

For clarification, the Bondholder Representative shall not be obliged to verify the accuracy and legality of the information and documents provided by the Issuer and reports or information and documents that the Issuer requests a third party to provide to the Bondholder Representative. By signing this Contract, the Issuer commits to the completeness, accuracy and truthfulness of the information provided by it or the information requested by a third party to provide to the Bondholder Representative and shall be responsible in case of any errors.

(d) Have the right to invest in Bonds, receive Bonds as collateral or enter into any other transactions with any other organization/individual related to the Bonds within the scope permitted by law;

(e) Have the right to make decisions on issues related to the Bonds in accordance with the Bond Documents for the purpose of protecting the interests of the Bondholders;

(f) Have the right, at the expense of the Bondholder Representative, to consult and follow the legal advice of other consultants on issues arising from or related to this Contract;

(g) Have other rights of the Bondholder Representative as prescribed in this Contract, the Bond Documents and the provisions of law.

3.2. Obligations of the Bondholder Representative

(a) Have the obligation to properly and fully perform the tasks under the responsibilities specified in Article 3.3 of this Contract;

(b) Put the interests of the Bondholders above their own interests when there is a risk or when a conflict of interest occurs;

(c) Have the obligation to perform the tasks specified in this Contract carefully and in accordance with the provisions of this Contract, the Bond Documents and the provisions of law;

(d) Have other obligations of the Bondholder Representative as prescribed in this Contract, the Bond Documents and the provisions of law.

3.3. Responsibilities of the Bondholder Representative

(a) Supervise the compliance and implementation of the commitments of the Issuer in the bond offering registration dossier and the Bond Documents. The supervision of the Bondholder Representative is carried out through receiving, checking and evaluating

on the basis of documents and reports provided by the Issuer to the Bondholder Representative in accordance with the provisions of the Bond Documents and the provisions of law on information disclosure applicable to organizations offering bonds to the public and by other methods and means that the Bondholder Representative has access to in order to perform its responsibilities under this Contract.

- (b) Act as an intermediary between the Bondholder and the Issuer and/or with other relevant organizations;
- (c) Notify the Bondholders and report to the State Securities Commission and the Stock Exchange in case of detecting the Issuer having committed a violation affecting the rights of the Bondholder;
- (d) Perform the responsibilities of the Bondholder Representative in the event that the Issuer repurchases bonds before maturity as prescribed in the Bond Conditions (if any).
- (e) Convene and organize the Bondholder Conference or seek the opinions of the Bondholders as prescribed in Appendix I of this Contract upon valid request of the Bondholders or the Issuer in accordance with the Bond Conditions (including deciding on the form of seeking opinions of the Bondholders) ("Requestor") in accordance with the Bond Documents and provisions of law; sign on behalf of and in the name of the Bondholders the Minutes of Meetings/Minutes of Vote Counting, Decisions/Resolutions of the Bondholder Conference in accordance with the authority assigned in accordance with the Bond Conditions. For clarification, the Bondholder Representative shall only perform this service for the Requester after the Requester has approved the payment of the Bondholder Conference service fee or the Bondholder Consultation service fee as prescribed in Appendix II of this Contract;
- (f) Receive and notify the Bondholders of the contents of notices, documents or other written correspondence related to the Bonds that the Issuer requests the Bondholder Representative to send to the Bondholders (based on the Bondholder List provided by the Issuer) within two (02) Business Days from the date of receipt of such documents. The form of notification is specified in Article 3.3(m) of this Contract;
- (g) Receive and send to the Issuer within 02 (two) Business Days from the date of receipt of notices, documents or other written correspondence related to the Bonds that any Bondholder sends to the Issuer through the Bondholder Representative in accordance with the Bond Documents. The form of notification is specified in Article 3.3(m) of this Contract;
- (h) Notify and request the Issuer to implement the Decisions/Resolutions of the Bondholders related to the Bonds within the scope of such Decisions/Resolutions made in accordance with the Bond Documents and current legal provisions;
- (i) Assist the Bondholders in photocopying documents and materials related to the Bonds (including the Bond Documents) that (i) the Bondholder Representative is responsible for keeping and (ii) the Bondholders have the right to access under this Contract and



the Bond Documents;

- (j) Other tasks and duties of the Bondholder Representative as prescribed by law and/or the Bond Documents;
- (k) Not inconsistent with the provisions of this Contract, the Bondholder Representative shall not bear any responsibility to the Issuer, the Bondholders or any third party in relation to or arising from the Issuer's intentional concealment of information, violation or failure to perform the commitments and obligations in the Bond Documents or the information, documents and reports provided and published by the Issuer are not timely, complete, truthful or accurate;
- (l) The Bondholder Representative is entitled to rely on any document, notice or material provided by the Issuer and/or relevant third party to the Bondholder Representative to perform the work within the scope specified in this Contract which the Bondholder Representative considers to be sufficient basis to perform its responsibilities. The Bondholder Representative shall not be liable if the Issuer and/or VSDC and/or the Bondholder and/or any third party is late in sending relevant information, notices, reports leading to the Bondholder Representative not fulfilling its responsibilities as prescribed in this Contract;
- (m) To perform its responsibilities under this Contract, the Bondholder Representative shall use the following forms of communication and send notices/provide information and documents to the Bondholder/Issuer, by one or several of the following methods:
 - the email address that each Bondholder has registered in the Registry, the email address provided by the Issuer to the Bondholder Representative;
 - post the notice on the official website of the Bondholder Representative;
 - send by registered mail or send by postal service to the address and/or fax number of the Bondholder (recorded in the Registry) (as applicable) provided by the Issuer to the Bondholder Representative at the time of sending the notice or contact letter, unless the Bondholder has a different request in writing and is approved by the Issuer);
 - other form agreed upon between the Bondholder Representative and the Issuer.
- (n) The Bondholder Representative shall not be liable to the Bondholder for any work or duty which the Bondholder Representative has properly performed in accordance with the instructions of the Bondholder.

Article 4. Rights and Obligations of the Issuer

4.1. Rights of the Issuer

- (a) To have the right to request the Bondholder Representative to fully perform the tasks as stipulated in this Contract;
- (b) To have the right to refuse to provide information not related to the tasks stated in Article 3.3 of this Contract;

- (c) To have other rights as stipulated in this Contract and the provisions of law.

4.2. Obligations of the Issuer

- (a) To fully and timely perform the commitments and guarantees of the Issuer as stipulated in this Contract and the commitments to the Bondholders according to the Bond Conditions. The Issuer shall provide the Bondholder Representative with a report on compliance with the regulations on information disclosure and commitments related to the Bonds in accordance with the form in Appendix III of this Contract within the following time limit:
- within 10 (ten) days from the end of the quarter, and/or
 - within 05 (five) Business Days from the date of receipt of the written request of the Bondholder Representative (except in cases where relevant legal regulations require the Bondholder Representative to report to the State Securities Commission and the Stock Exchange within a shorter period);
- (b) To fully and timely perform the obligation to disclose information in accordance with the law and other information disclosure commitments specified in the Bond Conditions. When disclosing information to the Bondholders, the Issuer shall simultaneously send the information disclosure document to the email address specified in Article 10 for the Bondholder Representative. Unless otherwise provided by law, the Issuer shall perform the following:
- notify the Bondholder Representative within 03 (three) Working Days from the date of approval and acceptance by the competent authority of the amendment and supplement to the Prospectus.
 - and obligations to disclose information, reports, other necessary information and documents as prescribed by relevant laws and the Bond Conditions.
- (c) Obligated to provide in full, up-to-date and on time: (i) the list and information of Bondholders within 02 (two) Business Days following the relevant Final Registration Date (in case the Issuer has received a written request to provide the list of Bondholder information from the Bondholder Representative for the Bondholder Representative to perform the work under this Contract) and (ii) other necessary information, documents and reports within 05 (five) Business Days from the date of receipt of a reasonable request from the Bondholder Representative for the Bondholder Representative to complete the scope of work stated in Article 3.3 of this Contract or provide within a shorter period as requested by the Bondholder Representative in case relevant legal regulations require the Bondholder Representative to report to the State Securities Commission and the Stock Exchange within a shorter period;
- (d) Unless otherwise agreed by the Parties, the Issuer is obliged to proactively notify the Bondholder Representative by email in the event of discovering a violation by the Issuer of the Issuer's commitments in the Bond Documents that affects the payment of principal and interest on the Bonds on the same day the Issuer discovers the violation, and at the same time send a written report on the above violation to the Bondholder

Representative within 24 (twenty-four) hours from the time the Issuer discovers the violation. The Bondholder Representative will automatically consider that there is no violation of the above commitments by the Issuer if the Issuer does not report it in accordance with the above provisions, and the Bondholder Representative will be exempted from all responsibilities in the event of any errors related to the non-reporting or incorrect reporting by the Issuer;

- (e) Be responsible for indemnifying and reimbursing the Bondholder Representative for all losses, damages, liabilities, penalties, costs and expenses that the Bondholder Representative must actually and directly suffer in connection with or arising from the Issuer's fraudulent behavior or violation of any provision of this Contract;
- (f) Have other obligations as prescribed in this Contract and the provisions of law.

Article 5. Affirmations, Warranties, Guarantees and Commitments

5.1. The Issuer affirms, warrants, guarantees and commits as follows:

- (a) The Bonds are issued in accordance with the Bond Conditions and the Issuer will fully cooperate with the Bondholder Representative in the process of the Bondholder Representative providing services to the Issuer in accordance with the provisions of this Contract;
- (b) Ensure the conditions for issuing Bonds in accordance with the provisions of law and be responsible for the legality and authenticity of the information provided to the Bondholder Representative;
- (c) Ensure the full and timely provision of necessary information and documents as requested by the Bondholder Representative in accordance with the provisions of law to serve the performance of the Bondholder Representative service in accordance with the agreed contents in this Contract;
- (d) Ensure the validity of all approvals, licenses and consents related to the Bonds in accordance with the provisions of applicable laws and regulations, its charter and internal rules, and provide the Bondholders' Representative with details of such approvals, licenses and consents when requested;
- (e) The Bondholders' Representative shall be the subject of enforcement under the affirmations, warranties, representations and undertakings specified in Clause 5.1 of this Article for its own benefit and that of the Bondholders;
- (f) The Issuer shall be responsible for any loss or liability arising as a result of any breach caused by its fault or that of its managers.

5.2. The Bondholders' Representative hereby affirms, warrants, represents and undertakes as follows:

- (a) The Bondholders' Representative is a securities company legally established under the laws of Vietnam;
- (b) The Bondholder Representative has full power to enter into and perform its obligations under this Agreement;

- (c) The Bondholder Representative will not automatically terminate its role or any obligations until the Issuer has selected a Alternate Representative; and
- (d) The Bondholder Representative is responsible for any loss or liability arising as a result of any breach by itself or its officers.

Article 6. Replacement of Bondholder Representative

6.1. General provisions on replacement of Bondholder Representative

- (a) The incumbent Bondholder Representative (hereinafter referred to as “**Incumbent Representative**”) may be replaced by another organization (hereinafter referred to as “**Alternate Representative**”) in accordance with the provisions of this Article 6, but in all cases must comply with the provisions of the Bond Conditions and relevant laws;
- (b) The replacement of the incumbent Representative shall not be effective and invalid until the appointment of the Alternate Representative takes effect;
- (c) The appointment of an Alternate Representative in any case specified in this Article 6 shall be binding on the Issuer, the Bondholders, VSDC and other parties (if any) to the Bond Documents, provided that the Alternate Representative must be a legal entity with reputation and experience, meeting the necessary conditions prescribed by law to act as a representative of the Bondholders in general and not a payment guarantee organization of the Issuer, the owner of the collateral of the Bonds or a related person or major shareholder of the Issuer.
- (d) The role, responsibilities and rights of the Incumbent Representative under this Contract shall only end after (i) the Issuer and the Alternate Representative sign a participation agreement in principle according to the form specified in Appendix IV of this Contract (“**Participation Agreement**”); (ii) the procedures for transferring the role, responsibilities and rights of the Incumbent Representative to the Alternate Representative have been signed and completed;
- (e) The Bondholder Representative may be changed when approved by the Bondholders representing 65% (sixty-five percent) or more of the total outstanding Bonds;
- (f) The replacement of the Incumbent Representative shall take effect from the date the Alternate Representative and the Issuer sign the Participation Agreement and are approved by the Bondholders, unless otherwise agreed by the Issuer and the Bondholders.
- (g) The Issuer or the Incumbent Representative (as applicable) shall send notice to the other party, the Bondholders, VSDC/Stock Exchange and relevant organizations in the Bond Documents (registration agent, bond depository, etc.) on the appointment of the Alternate Representative within 05 (five) Business Days from the date of completion of such appointment.
- (h) The Incumbent Representative shall deliver to the Alternate Representative any records, documents or materials obtained by the Incumbent Representative in the performance of its duties under this Agreement relating to the Bonds.

6.2. Mandatory Replacement

- (a) The Incumbent Representative may be replaced by the decision of the Bondholders if:
 - The Incumbent Representative seriously violates his/her duties as stipulated in this Contract and/or other Bond Documents; or
 - There is a conclusion or effective decision of a competent State agency that the Incumbent Representative is not allowed to perform the representative role for the Bondholders.
- (b) Within 30 (thirty) Business Days from the date of the decision of the Bondholders on the replacement of the Incumbent Representative, the Issuer must select an organization to act as the Alternate Representative, and must obtain the approval of the Bondholders owning at least 65% (sixty-five percent) of the total number of Bonds in circulation at that time regarding the selection.

6.3. Termination of the Incumbent Representative

- (a) The Bondholder Representative shall notify the Issuer and the Bondholders immediately after any decision has taken effect on the termination of its operations.
- (b) Immediately after the Incumbent Representative is terminated for any reason, the Issuer shall select an organization that meets the conditions specified in Article 6.1 of this Agreement as the Alternate Representative, and must obtain the approval of the Bondholders owning at least 65% (sixty-five percent) of the total number of Bonds in circulation at that time regarding the selection.

6.4. Replacement due to resignation

- (a) The Incumbent Representative may resign after giving written notice at least 35 (thirty-five) Business Days prior to the expected date of resignation to the Bondholders and the Issuer and must be approved by the Bondholders owning at least 65% (sixty-five percent) of the total number of Bonds outstanding at that time.
- (b) Within 30 (thirty) Business Days from the date of receipt of the resignation notice of the Incumbent Representative, the Issuer shall select an organization that meets the conditions specified in Article 6.1 of this Contract as the Alternate Representative, and must be approved by the Bondholders owning at least 65% (sixty-five percent) of the total number of Bonds outstanding at that time regarding the selection.
- (c) If the Issuer fails to appoint a Alternate Representative within the time limit specified in Article 6.4(b) above, the Incumbent Representative shall have the right to select another organization that meets the conditions specified in Article 6.1 of this Contract as the Alternate Representative, and must obtain the approval of the Bondholders owning at least 65% (sixty-five percent) of the total number of Bonds outstanding at that time regarding the selection.

Article 7. Force Majeure

- 7.1. A force majeure event is an event that occurs objectively and cannot be foreseen and overcome despite the application of all necessary and permissible measures. Force majeure



events include:

- (a) Natural disasters, epidemics, fires, floods, strikes, wars, embargoes, sanctions;
- (b) Changes in State policies and laws that result in the parties being unable to continue performing this Contract;
- (c) Other events that occur objectively and cannot be foreseen and overcome by the parties despite the application of necessary measures.

7.2. When a force majeure event occurs, the party experiencing the force majeure event must notify the other party within 03 (three) days from the date of occurrence/of one of the parties affected by the force majeure event specified in Article 7.1 of this Agreement. In the event of a force majeure event that prevents the parties from continuing to perform the Contract, the parties shall liquidate and resolve all issues related to the Contract.

Article 8. Confidentiality

- 8.1. Each Party shall ensure that this Agreement and information received from the other Parties under this Agreement (“**Confidential Information**”) are kept confidential. The Parties shall not disclose the contents of this Contract to any third party and shall not use the Confidential Information for any purpose other than to exercise the rights and obligations of this Agreement, except in the cases specified in Clause 8.2 of this Article.
- 8.2. Exclusions for Confidential Information: Confidential Information shall not include any of the following information:
- (a) Information that has been made public or made publicly available before this Agreement comes into effect;
 - (b) Information provided or disclosed by a third party;
 - (c) Information for which the receiving party has documentation proving that such information was developed independently and before the receiving party received the Confidential Information; or the disclosure of the information has been authorized in writing by the disclosing party;
 - (d) Information provided to an independent auditing organization, each party's lawyer; provided to a competent state agency that requests the provision as prescribed by law; before providing the information, the disclosing party shall send the other party written notice of the request to disclose such information, in which the Bondholder Representative must make reasonable efforts to maintain the confidentiality of other information within the scope permitted or consistent with that request.
- 8.3. The confidentiality obligation in Article 8 of this Agreement shall continue to be binding on the Parties after the Agreement terminates.

Article 9. Termination

- 9.1. This Contract shall be terminated in the event that:
- (a) The Bond issuance transaction of the Issuer is cancelled or no Bonds are successfully issued by the Issuer. In this case, the Contract shall automatically terminate and the Parties shall not need to carry out the Contract liquidation procedures; or
 - (b) According to the written Agreement of the Issuer and the Bondholder Representative; in this case, the Parties shall agree in writing on the matters related to the termination of this Contract; or
 - (c) The Parties have completed all rights and obligations of each Party under this Contract; or
 - (d) When the Bonds are repurchased by the Issuer before maturity in full in accordance with the Bond Conditions or all payment obligations of the Issuer under the Bonds have been fully performed; or
 - (e) Other cases as prescribed by law.
- 9.2. Termination of this Agreement shall not affect the rights and obligations of each Party acquired before the termination.

Article 10. Notice

Unless otherwise expressly provided in this Agreement, any notice or other communication provided for in this Agreement between the Issuer and the Bondholder Representative shall be in writing in Vietnamese and shall be deemed to have been duly delivered by hand delivery, fax or email (but the original notice must be sent within two (02) Business Days after the date of sending the fax or email) or by courier to the address and fax number, or email of the other party as follows:

If sent to the Issuer

KIEN LONG COMMERCIAL JOINT STOCK BANK

Recipient : Treasury and Financial Institutions Division

Contact address : 6th Floor, Sunshine Center Building, No. 16 Pham Hung, Tu Liem Ward, Hanoi City

Tel : 0297 3869950

Fax : 0297 3877541

Email : nguongvon@kienlongbank.com, gctg@kienlongbank.com

If sent to the Bondholders' Representative

SAIGON – HANOI SECURITIES JOINT STOCK COMPANY

Recipient : Debt Market Consulting Center - Investment Banking Division

Address : Floors 1-5, Unimex Hanoi Building, No. 41 Ngo Quyen, Cua Nam Ward, Hanoi
Tel : (84 24) 38 181 888
Fax : (84 24) 38 181 688
Email : tuvan.shs@shs.com.vn

Or to the address notified in writing by one Party to the other Party upon change.

Any such notice shall be deemed to have been duly given (i) if delivered personally, upon delivery, provided that the notice is sent between 8:00 and 17:00 on a Business Day, (ii) if sent by facsimile, upon receipt by the sending party of a facsimile transmission report confirming that the facsimile has been successfully transmitted recorded on the sending party's facsimile machine, or (iii) if sent by registered mail or by courier service of the courier service provider, on the Date of Receipt shown on the postal item sent by the courier service provider to the receiving party.

Article 11. Service Fees

11.1. For the work and tasks provided by the Bondholder Representative under this Agreement and the Bond Documents, the Issuer shall pay service fees to the Bondholder Representative according to the service fee agreement signed/concluded between the Parties on the same day as this Agreement (collectively referred to as the “**Service Fee Agreement**”).

In the event that the Bondholder Representative is replaced due to resignation or his/her fault, the incumbent Bondholder Representative shall be responsible for refunding the fees paid by the Issuer corresponding to the ratio of time not serving as the Bondholder Representative to the total term of the Bond.

11.2. The Issuer shall be responsible for making payments to the Bondholder Representative in accordance with the time limit and method specified in the Service Fee Agreement. In case the Issuer is late in paying the fee within the agreed deadline, the Issuer must also pay an additional late payment interest at a late payment interest rate of 8%/year (eight percent per year) on the late payment amount, calculated on the number of late payment days on the basis of a year having 365 (three hundred and sixty-five) days, from and including the payment due date until and excluding the actual payment date.

11.3. In case of termination of the Contract by agreement between the Issuer and the Bondholder Representative as prescribed in Article 9, the Service Fee that the Issuer needs to pay to the Bondholder Representative will be agreed upon and determined in writing by the two Parties.

Article 12. Other Provisions

12.1. This Contract shall be effective from the date of signing and shall terminate in accordance with Article 9 of the Agreement.

12.2. Any amendments or supplements to this Agreement must be made in writing and signed by authorized representatives of both Parties. The Parties may amend this Agreement without

the consent of the Bondholders if (i) the amendment does not affect the rights and interests of the Bondholders in any form or the amendment is purely formal to correct obvious or technical errors or (ii) the amendment applies to the fee agreement of the Parties, or (iii) such amendment is to respond to changes in legal regulations, changes in regulations on registration, depository, exercise of rights/obligations, listing registration, payment of principal and interest of Bonds of VSDC and the Stock Exchange. Any other amendments to this Agreement must be approved by the Bondholders (through their resolutions/decisions). During the implementation of this Agreement, if the Issuer and the Bondholders agree to amend the Bond Conditions in writing (“**Amendment Agreement**”), such Amendment Agreement shall automatically take effect and the Amendment Agreement shall be considered an inseparable Amendment and Supplement of this Contract without the need for the two parties to re-sign the Amendment and Supplement to the Agreement. The Bondholder Representative shall issue the Bondholders’ resolutions in accordance with the provisions of this Contract. If the Bond Conditions mentioned in this Agreement are contrary to the content adjusted in the Amendment Agreement, the provisions of the Amendment Agreement shall apply.

- 12.3. Any amendment to the Bondholder Representative Agreement (without changing the Bondholder Representative) shall only be binding on the Issuer if approved by a competent authority of the Issuer.
- 12.4. If at any time any provision of this Agreement becomes unlawful, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall not be affected or impaired in any way.
- 12.5. A Party's failure or delay in exercising any right or remedy under this Agreement shall not be construed as a waiver of such right, nor shall the single or partial exercise of any right or remedy preclude the further exercise of the remaining rights and parts of the rights or the exercise of other rights and remedies and shall not exclude any rights and remedies provided by law.

Article 13. Signature and Language

This Contract is made in 04 (four) original copies in Vietnamese, with equal legal value. The Issuer will keep 02 (two) original copies, the Bondholder Representative will keep 02 (two) original copies for implementation.

Article 14. Governing Law and Dispute Resolution

- 14.1. This Contract is governed by and complies with the current provisions of Vietnamese Law.
- 14.2. Any disputes arising (if any) related to this Agreement will be resolved by the Parties through negotiation. In case the Parties cannot resolve the dispute through direct negotiation, the dispute will be brought to the competent People's Court for settlement.

IN WITNESS WHEREOF, the legal representatives of the Parties have executed this Agreement on the Effective Date stated at the beginning of the Agreement.

Issuer

KIEN LONG COMMERCIAL JOINT STOCK BANK

(Signed, stamped)

Full Name: **Tran Ngoc Minh**

Title: Chairman of the Board of Directors

Bondholders' Representative

SAIGON - HANOI SECURITIES JOINT STOCK COMPANY

(Signed, stamped)

Full name: **Nguyen Chi Thanh**

Title: General Director