

KIEN LONG COMMERCIAL JOINT STOCK BANK

(as the Issuer)

and

SAIGON – HANOI SECURITIES JOINT STOCK COMPANY

(as the Registrar Agent)

REGISTRATION AGENCY AGREEMENT

Relating to Kien Long Commercial Joint Stock Bank Public Offering Bonds

No. 01/2025/HDDLDK/KienlongBank-SHS

Date 16 month 9 year 2025

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REGISTRATION AGENCY AGREEMENT (“Agreement”) is made and signed on 16./09./2025, by and between:

(1) ISSUER:

KIEN LONG COMMERCIAL JOINT STOCK BANK (“KienlongBank”)

Certificate of Business Registration No. : 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 3877538
Representative : Mr. Tran Ngoc Minh
Position : Chairman of the Board of Directors

(Hereinafter referred to as (“KienlongBank” or “Issuer”))

AND

(2) SAIGON – HANOI SECURITIES JOINT STOCK COMPANY (“SHS”)

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 : Floor 1-5, Unimex Hanoi Building, No. 41 Ngo Quyen, Cua Nam Ward, Hanoi City, Vietnam
Tel : (84 24) 38 181 888
Fax : (84 24) 38 181 688
Representative : Mr. Nguyen Chi Thanh
Position : General Director

(Hereinafter referred to as “SHS” or “Registrar Agent” or “Agent”)

In this Agreement, the Issuer and the Registrar Agent are collectively referred to as the **Parties** and individually as the **Party**.

BASIS FOR CONTRACT FORMATION

WHEREAS:

- A. The transactions stipulated in this Contract are governed and permitted under the following legal documents:
- (i) The Civil Code No. 91/2015/QH13 passed by the National Assembly of the Socialist Republic of Vietnam on November 24, 2015;
 - (ii) The Law on Enterprises No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on June 17, 2020;
 - (iii) The Law on Securities No. 54/2019/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on November 26, 2019;
 - (iv) The Law on Credit Institutions No. 32/2024/QH15 passed by the National Assembly of the Socialist Republic of Vietnam on January 18, 2024 (“**Law on Credit Institutions**”);
 - (v) Decree No. 155/2020/ND-CP dated December 31, 2020 of the Government detailing the implementation of a number of provisions of the Law on Securities (“**Decree 155**”);
 - (vi) Circular No. 118/2020/TT-BTC dated December 31, 2020 of the Ministry of Finance guiding certain contents regarding securities offerings, issuance, tender offers, share repurchases, registration and deregistration of public companies;
 - (vii) Circular No. 41/2016/TT-NHNN dated December 30, 2016 on capital adequacy ratios for banks and branches of foreign banks (together with its amendments, supplements or replacements if presented), and Circular No. 22/2019/TT-NHNN dated November 15, 2019 on limits and prudential ratios for the operation of banks and branches of foreign banks (including any amendments or supplements);
 - (viii) Resolution No. 30/NQ-HDQT dated September 16, 2025 of the Board of Directors of Kien Long Commercial Joint Stock Bank approving the Bond Issuance Plan, Plan for Use and Repayment of Proceeds, and the Registration Dossier for Public Offering of Bonds of Kien Long Commercial Joint Stock Bank (“**Issuance Plan Resolution**”);
 - (ix) Other relevant legal documents.
- B. The Issuer plans to issue non-convertible, unsecured bonds without warrants, classified as Tier-2 Capital Subordinated Debt, which meet the conditions for inclusion in Tier-2 capital of the Issuer, through a public offering method, with a total par value of up to VND 3,000,000,000,000 (Three trillion Vietnamese Dong) (“**Bonds**”) to investors both domestic and international.
- C. The Issuer has published a Prospectus for the public offering of the Bonds, which includes the terms and conditions of the Bonds (“**Bond Terms and Conditions**”).

- D. The Issuer wishes to appoint SHS as the Registrar Agent, and SHS agrees to accept such appointment under the terms and conditions of this Contract and the applicable laws.

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

1. Definitions

- 1.1. Capitalized terms used in this Contract but not defined in this Article 1.1 shall have the meanings assigned to them in the Bond Terms and Conditions. The following terms shall have the meanings ascribed below:

“**Prospectus**” means the prospectus for the public offering of the Bonds, published and distributed by or on behalf of the Issuer and the Advisor in accordance with applicable law;

“**Bond Ownership Certificate**” means the certificate issued in the form set forth in Appendix 01 – Issuer Instruction Forms of this Contract;

“**Bond Ownership Transfer Request Form**” means the ownership transfer request form in the format prescribed in Appendix 02 – Bondholder Instruction Guide of this Contract;

“**Bond Balance Confirmation**” means the confirmation of bondholding balance at a specific point in time, issued at the request of a Bondholder, in the format provided in Appendix 02 – Bondholder Instruction Guide of this Contract;

“**Business Day**” means any day other than a Saturday, Sunday, or public holiday (including substitute holidays) on which banks are open for normal business operations in accordance with the laws of Vietnam;

“**Bondholder**” means: (i) an organization/individual registered as the owner of the Bonds in the Register of Bondholders (when the Bonds are not yet registered with VSDC); or (ii) an organization/individual determined to be the lawful owner of such Bonds pursuant to applicable laws of Vietnam, VSDC and HNX (when the Bonds are registered with VSDC);

“**Register of Bondholders**” means the document prepared, maintained, and stored by the Registrar Agent, recording information on all Bondholders from the Issuance Date until such time the Bonds are registered with VSDC or until the Bonds mature or are fully repurchased by the Issuer (whichever comes first), as stipulated under item (i), Article 3.1.1 of this Contract;

“**VSDC**” means the Vietnam Securities Depository and Clearing Corporation, a centralized securities registration, depository, clearing, and settlement institution of Vietnam, where securities such as the Bonds are registered and deposited for trading eligibility on the Stock Exchange;

“**HNX**” means the Hanoi Stock Exchange.

- 1.2. The headings of the Articles are for reference only and shall not affect the interpretation of any provision in this Contract.

1.3. Any reference in this Contract to an “Article” or “Appendix” shall be construed as a reference to an Article of this Contract and the corresponding attached Appendix.

2. Appointment of the Registrar Agent

2.1. Pursuant to this Agreement, the Issuer hereby appoints SHS as the Registrar Agent, and SHS hereby accepts such appointment in accordance with the Bond Terms and Conditions and the provisions of this Agreement.

2.2. For as long as this Agreement remains in effect, the appointment of the Registrar Agent under Clause 2.1 above shall be exclusive. The Issuer shall not appoint or authorize any other organization or individual to provide services relating to the Bonds that are similar to those provided by the Registrar Agent under this Agreement, unless the Registrar Agent is replaced in accordance with the terms of this Agreement.

2.3. The appointment under Clause 2.1 shall become effective from the Effective Date of this Agreement and shall continue until (i) there are no outstanding Bonds, or (ii) all Bonds are registered and deposited at the VSDC, or (iii) the Registrar Agent is replaced in accordance with the terms of this Agreement, or (iv) this Agreement is terminated in accordance with Clause 11 of this Agreement and the Bond Terms and Conditions, whichever occurs earlier.

2.4. By this Agreement, the Issuer hereby grants full authorization to the Registrar Agent to perform all actions and duties on behalf of and for the benefit of the Issuer under this Agreement. The Issuer hereby approves and ratifies all actions taken by the Registrar Agent within the scope of the appointment, delegation, and authorization as set forth in this Agreement.

3. Services Provided by the Registrar Agent

3.1. Bond Registration and Ownership Transfer Management Services:

3.1.1. Upon the Issuer’s completion of each tranche of Bond offering, and provided the Issuer fulfills its obligations under Clause 7.1, the Registrar Agent shall provide registration and ownership transfer management services for the Bonds during the term of the appointment under Clause 2.1, as specified in Clause 2 of this Agreement. Such services shall include, but are not limited to, the following:

(i) On the Issuance Date, based on information provided in writing by the Issuer regarding the Bondholders, using Form No. 04 – List of Registered Bond Purchasers as stipulated in **Appendix 01** of this Agreement, the Registrar Agent shall prepare and maintain the Bondholder Register in compliance with the Bond Terms and Conditions and this Agreement. The Bondholder Register shall be in written and/or electronic form and shall contain at least the following information:

- + Name, registered office address, and enterprise registration number of the Issuer;
- + Key Bond details including Bond name, Bond code, total issued Bonds,

total outstanding Bonds, Issuance Date, Maturity Date, tenor, par value, Bond Interest Rate, interest payment method, Interest Payment Date, payment location for Principal, Interest and Overdue Interest (if any), and other relevant information;

- + Full name, personal ID/Citizen ID number, issue date and place (for individuals) or name of organization, enterprise/business registration certificate number or establishment decision, issue date and place (for organizations), and contact address, telephone number, and email address of the Bondholder;
 - + Total principal amount and detailed information regarding the Bonds held by each Bondholder (including, but not limited to, whether the Bonds are used as collateral and any transfer restrictions, if applicable); and
 - + Details of the registered bank account and/or securities account of the Bondholder opened with the Registrar Agent or another account (if applicable) (as notified by the Bondholder to the Registrar Agent) for receiving payment related to the Bonds (“**Registered Account**”).
- (ii) Manage, update, maintain, and retain the Bondholder Register in accordance with the Bond Terms and Conditions and this Agreement;
 - (iii) Issue the Bond Ownership Certificate in accordance with Form No. 27A/PPTP in Appendix 01 (for Bondholders not under centralized depository), or the Confirmation of Bond Balance in accordance with Form No. 27B/PPTP in Appendix 01 upon the Bondholder’s request (for Bondholders who have authorized the Issuer to carry out centralized depository procedures). Before the Bonds are registered with the VSDC, the Bond Ownership Certificate shall be issued, signed, and sealed by the Registrar Agent (on behalf of the Issuer) pursuant to the provisions of this Agreement;
 - (iv) Carry out procedures for transferring Bond ownership (purchase/sale, donation, inheritance, or other lawful transfer methods) in accordance with the Bond Terms and Conditions. Update such ownership transfers into the Bondholder Register, and record the corresponding number of Bonds held by each Bondholder after transfer. Provide an updated list of Bondholders and reports on ownership transfers upon the Issuer’s request;
 - (v) On the 15th (fifteenth) Business Day prior to the Interest Payment Date and/or Maturity Date and/or Redemption Date and/or any other due date, the Registrar Agent shall send a notice to the Issuer for publication on the Issuer’s and Registrar Agent’s websites, informing Bondholders of the record date for determining eligibility for interest and/or principal payment.

The Registrar Agent shall finalize the list of Bondholders on the 10th (tenth) Business Day before the Interest Payment Date and/or Maturity Date and/or Redemption Date and/or other due date as stipulated in the Bond Terms and

Conditions (“**Final Record Date**”).

Within two (02) Business Days following the Final Record Date, the Registrar Agent shall send the finalized Bondholder list to the Issuer for the purpose of interest and/or principal payment;

- (vi) Confirm the number of Bonds held; confirm freezing/suspension/temporary cessation of Bond transactions, and terminate such freeze/suspension upon request;
- (vii) Process and confirm information change requests made by Bondholders;
- (viii) Provide copies or extracts of the Bondholder Register upon written request by the Issuer;
- (ix) Provide extracts of the Bondholder Register or confirmations of balance upon the Bondholder’s request (limited to their own information);
- (x) Conduct procedures for convening and organizing meetings (“**Bondholder Meetings**”) or collecting written opinions of Bondholders upon the request of authorized persons in accordance with the Bond Terms and Conditions. The Registrar Agent shall be appointed to convene and organize the Meeting or opinion collection. The party requesting such Meeting or opinion collection shall bear all related fees and expenses, in accordance with the Registrar Agent’s service fee schedule as published from time to time (the current service fee schedule is specified in Appendix 02 of this Agreement);
- (xi) Deliver notifications to all Bondholders at least ten (10) days but not earlier than sixty (60) days prior to the relevant Redemption Date, in the case that Bonds have not yet been deposited with the VSDC;
- (xii) Maintain and archive all files and documents related to the execution of services under Clause 3.1.1;
- (xiii) Perform other duties of the Registrar Agent as stipulated in the Bond Terms and Conditions;
- (xiv) Provide other related services as reasonably associated with the services described under Clause 3.1.1.

3.1.2. Subject to applicable Vietnamese laws, the Registrar Agent may collect taxes arising from bond ownership transfers and collect service fees from Bondholders for the provision of services under this Agreement and the Bond Terms and Conditions, in accordance with the fee schedule published by the Registrar Agent from time to time (the applicable fee schedule at the time of signing this Agreement is attached as Appendix 02).

3.2. Upon the Issuer’s request, the Registrar Agent may, on a case-by-case basis, provide additional services beyond those specified in Clause 3.1, with fees to be mutually agreed between the Issuer and the Registrar Agent based on the scope of services.

3.3. The Registrar Agent shall render services in accordance with this Agreement and

applicable laws.

- 3.4. The Registrar Agent shall be responsible for undertaking all necessary procedures to support the Issuer in registering and depositing the Bonds with VSDC.

4. Fees and Expenses

- 4.1. In consideration for the services provided by the Registrar Agent under this Agreement, the Registrar Agent shall be entitled to a service fee (the “**Service Fee**”) in an amount and with a payment schedule as specified in a fee agreement entered into by the Parties at the time of signing this Agreement. Such fee agreement shall form an integral part of this Agreement (the “**Fee Agreement**”).

- 4.2. All Service Fees payable under this Agreement shall be paid in full by the Issuer to the Registrar Agent without any set-off, conditions, limitations, rights of claim, withholding, or deductions, except in the following circumstances:

- (i) The Registrar Agent fails to perform its duties or obligations under this Agreement, resulting in termination of the Agreement under Clause 11.2 (iv). In such case, the Service Fee shall be refunded to the Issuer in proportion to the unperformed duties or obligations;
- (ii) The Issuer deducts penalties or damages due to breaches by the Registrar Agent, provided that the Issuer must notify the Registrar Agent in writing at least 05 (five) Business Days prior to such deduction, specifying the breach, the applicable basis, and the amount of penalty or damages to be deducted. The Issuer shall not be entitled to make deductions and shall be subject to penalties itself if such deductions are made without reasonable and substantiated grounds.

5. Rights of the Registrar Agent

With the services provided to the Issuer, the Registrar Agent shall have the right to:

- (i) Act in accordance with written instructions and directions from the Issuer, and may request written confirmation from the Issuer regarding such instructions or directions;
- (ii) Consult with and follow the advice of external legal counsel, at its own expense, on matters arising under or in connection with this Agreement, where it deems such consultation reasonably necessary;
- (iii) With the Issuer’s prior written approval, appoint one or more subcontractors or agents to perform any of the services described in Clause 3, provided that the Registrar Agent shall bear all related costs and shall remain fully responsible for all acts and/or omissions of such agents or subcontractors within the scope of obligations toward the Issuer under this Agreement and the Bond Terms and Conditions.

6. Obligations of the Registrar Agent

- 6.1. The Registrar Agent shall be liable to the Issuer and under applicable law for any losses or liabilities arising as a result of willful misconduct, gross negligence, or fraud

committed by the Registrar Agent, its employees, officers, agents, or subcontractors.

- 6.2. The Registrar Agent shall fulfill all obligations set forth in the Bond Terms and Conditions as provided in the Prospectus for the public offering of the Bonds by the Issuer.
- 6.3. The Registrar Agent shall be liable to Bondholders for any damages arising from or related to its fault resulting in principal and/or interest payments on the Bonds being rejected, as stipulated in the Bond Terms and Conditions.
- 6.4. The Registrar Agent shall also perform such other obligations as specified in this Agreement and as required by applicable law.

7. Representations, Warranties, Undertakings, and Covenants

- 7.1. The Issuer hereby represents, warrants, undertakes, and covenants as follows:
 - (i) The Issuer is a joint stock commercial bank duly established and lawfully operating under the laws of Vietnam;
 - (ii) Except for the approvals of competent state authorities required for the registration of the Bonds with the VSDC and listing of the Bonds on the HNX, as of the Issue Date, the Issuer has obtained all necessary approvals, licenses, registrations, and consents from the competent state authorities for: (A) offering the Bonds to the public; (B) executing, delivering, and fully performing its obligations under this Agreement and the Bond Documents to which it is a party; and (C) completing the transactions contemplated under this Agreement and other Bond Documents to which the Issuer is a party (if any);
 - (iii) The issuance of the Bonds by the Issuer and the execution, delivery, and performance of this Agreement and the Bond Documents to which the Issuer is a party do not and will not: (A) violate any provision of the Issuer's internal governing documents currently in effect, including but not limited to the Charter of the Issuer; (B) violate or result in a breach of, or constitute a default under, any applicable laws and regulations in effect at the time of Bond issuance; or (C) be contrary to, conflict with, or result in a breach of any material contract or agreement to which the Issuer is a party;
 - (iv) The Bonds are issued in accordance with the Bond Terms and Conditions, and the Issuer shall facilitate the Registrar Agent in providing the services as agreed under this Agreement;
 - (v) During the term of this Agreement, the transfer of Bond ownership, temporary blocking/freezing/suspension of transactions relating to the Bonds, the release of any such blocking/freezing/suspension, and the update of investor information shall be conducted solely by and at the Registrar Agent. The Issuer shall not carry out any requests related to services provided by the Registrar Agent under this Agreement;
 - (vi) Obtaining and maintaining all necessary approvals, licenses, and consents in

relation to the Bonds in accordance with applicable laws, internal policies, and corporate rules and regulations, and shall provide them to the Registrar Agent upon request.

7.2. The Registrar Agent shall be the entity entitled to enforce the representations, warranties, undertakings, and covenants set forth in this Article for its own benefit and for the benefit of the Bondholders.

7.3. The Registrar Agent hereby represents, warrants, undertakes, and covenants as follows:

- (i) The Registrar Agent is a company duly established and lawfully operating under the laws of Vietnam;
- (ii) The Registrar Agent possesses full capacity and authority and has obtained all necessary approvals to execute and perform its obligations under this Agreement;
- (iii) The execution and performance of this Agreement by the Registrar Agent do not and will not violate or conflict with any license, internal document of the Registrar Agent and/or any contract or agreement to which the Registrar Agent is a party;
- (iv) The Registrar Agent shall not unilaterally terminate its role or any obligation until the appointment of a successor entity to perform the duties of the Registrar Agent under this Agreement has been completed in accordance with Clause 11.2 of this Agreement;
- (v) Upon request by the Issuer and/or Bondholders, the Registrar Agent shall, within a reasonable time, correct or replace at no additional cost any documents it has issued that contain errors;
- (vi) The Registrar Agent shall provide the Issuer with a list of authorized signatories for Bond Ownership Certificates, Bond Balance Confirmation Letters, along with signature samples and official seals. This list shall be promptly in light of any updates.

8. **Indemnity**

The Issuer agrees to indemnify the Agent, its employees, managers, appointees, representatives and/or agents and to hold them harmless from and against any costs, expenses, penalties, compensation, taxes, damages, losses and claims of any kind whatsoever which they directly or indirectly incur or have to pay in connection with the provision of services by the Agent and other matters relating to the services as stipulated in this Agreement if the above issues arise due to the fault of the Issuer (except in the case where the Agent, its employees, managers, appointees, representatives and/or agents/subcontractors commit a breach or intentionally commit a wrongful, negligent or fraudulent act, they shall be directly responsible for paying such costs, expenses and damages).

The Agent agrees to indemnify the Issuer, its employees, officers, assigns, representatives and/or agents and to hold them harmless from any costs, expenses,

penalties, compensation, taxes, damages, losses and claims of any kind whatsoever which they may directly or indirectly incur or pay in connection with the execution and performance of this Agreement if the cause of such problems is due to the fault of the Agent (including its agents and/or subcontractors).

9. Force Majeure

9.1. The Agent shall not be liable to the Issuer for any action to be taken or not taken, any performance being hindered or any delay in providing services under this Agreement or in the performance of all or part of its obligations under this Agreement, if such action, failure to be taken, performance being hindered or any delay is due to circumstances beyond its reasonable control. Such causes may include but are not limited to natural disasters, epidemics, acts of civil or military authorities, embargoes, sanctions, fires, floods, explosions, accidents, labor disputes, changes in State policies and laws, decisions of competent authorities, transnational agencies or court or arbitration awards and any other reasons beyond the control of the Agent.

9.2. When a force majeure event occurs, the Agent must notify the Issuer in writing within 01 (one) Business Day from the date of occurrence of such event and must be obliged to apply reasonable measures to minimize the loss that the Issuer must suffer due to such force majeure event. After the force majeure event is terminated, provided that this Contract remains in effect, the Agent must continue to perform its obligations in accordance with the provisions of this Contract.

10. Confidentiality

Each Party shall keep confidential any information received from the other Parties under this Agreement, except to the extent that it is required to disclose such information to an independent auditor, to the attorneys of each Party, or as required or required by law or regulation or by a court or regulatory or supervisory authority, provided that it shall give the other Party written notice of the request or proposal to disclose such information so that the other Party may consider requesting a decision to restrict the disclosure of such information, and the Party requesting or proposing to disclose the information shall use its best efforts to keep the information confidential until notified by the other Party whether or not a decision to restrict the disclosure of such information has been requested. This shall continue to be effective upon the termination of this Agreement.

A third party that is a subcontractor as defined in Article 5.(iii) of this Agreement shall also be responsible for keeping the information confidential as provided above.

11. Termination

11.1 This Agreement shall take effect from the date of signing.

11.2 This Agreement shall terminate in the following cases:

- (i) The Issuer's Bond issuance is cancelled or no Bonds are created and issued by the Issuer; or
- (ii) All Bonds have been centrally registered at VSDC or the Bonds have matured or

been repurchased before maturity and the Issuer has fully performed its obligations to the Bondholders as stipulated in the Prospectus (including the Bond Conditions) and this Agreement, whichever comes first; or

- (iii) The Parties agree to terminate in writing. In such case, the Parties shall agree on the terms and conditions for termination of this Agreement;

This termination shall be effective only when the Issuer and the Agent reach an agreement on the appointment of a reputable organization with full legal capacity and authority to replace the Agent's obligations ("**Successor Agent**") under this Agreement and the Successor Agent accepts such appointment; or

- (iv) When a Party fails to perform its obligations under this Agreement (if in a remediable case it fails to do so within 07 (seven) Business Days from the date of receipt of the request from the Entitled Party).

In this case, the Entitled Party may unilaterally appoint a reputable organization with full legal capacity and authority to replace the Agent's obligations ("**Successor Agent**") under this Agreement; and then the termination of this Agreement shall be effective when the Entitled Party completes the appointment of the Successor Agent and the Successor Agent accepts such appointment; All reasonable costs and expenses for the appointment of a Successor Agent shall be borne by the non-performing Party.

11.3 Termination of this Agreement shall not affect the rights and obligations of each Party acquired prior to the termination. Each Party shall be responsible for fulfilling all of its rights and obligations to the other Party arising prior to the termination of the Agreement.

11.4 Upon termination of this Agreement pursuant to this Article, the Agent shall promptly (but after receipt of all amounts due under this Agreement) return to the Issuer or the person designated by the Issuer all books, records, tapes, computer diskettes, certificates and other documents and items which are properly identified as belonging to the Issuer.

12. Notices

12.1. Unless otherwise provided, all notices under this Agreement by one Party to the other Party shall be in writing, which may be delivered by hand delivery, by post, or by email (the original notice must be sent within 02 (two) Business Days following the time of sending the email). The notice shall be sent to the following address:

(i) **If sent to the Issuer**

Kien Long Commercial Joint Stock Bank

Recipient : Treasury Department

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

Tel : 0297 3869950

Fax : 0297 3877538
Email : traiphieu.nguonvon@kienlongbank.com

(ii) If sent to the Registrar Agent

Saigon – Hanoi Securities Joint Stock Company

Recipient : Depository & Management Department - General Transaction Office - Saigon - Hanoi Securities Joint Stock Company
Address : Floors 1-5, Unimex Hanoi Building, No. 41 Ngo Quyen, Cua Nam Ward, Hanoi City, Vietnam
Tel : (84 24) 38 181 888
Fax : (84 24) 38 181 688
Email : dailyluukytraiphieu@shs.com.vn

12.2. Any such notice or communication shall be deemed to have been received:

- (i) if published on the website, 24 (twenty-four) hours after publication;
- (ii) if delivered personally and with a receipt, at the time of delivery;
- (iii) if sent by registered mail, at the end of 03 (three) Business Days after posting (with postal confirmation);
- (iv) if sent successfully by email and without error.

12.3. Any Party may change its contact address by giving 05 (five) Business Days' notice to the other Party.

12.4. A communication sent in accordance with this section but received on a day that is not a Business Day or after business hours at the location where the notice is to be given shall be deemed to have been received only on the next Business Day at that location.

13. Other provisions

13.1. Neither Party may assign this Contract in whole or in part, except with the written agreement of the Parties.

13.2. Unless otherwise provided, any amendment to this Contract must be made in writing and approved, signed and sealed by the authorized representatives of the Parties to this Contract as a Contract Amendment and Supplement; accordingly, the Contract Amendment and Supplement shall be considered an inseparable part of this Contract. Except in the case that, during the implementation of this Contract, the Issuer and the Bondholder 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 Parties needing to re-sign the Amendment and Supplement to the Contract.

- 13.3. Any amendment or supplement to this Agreement must comply with the provisions of law and the Prospectus and must not contain any provisions that are detrimental to and/or affect the rights of the Bondholders.
- 13.4. 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.
- 13.5. Failure or delay by a Party to exercise 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 exercise of any remaining rights or remedies or the exercise of other rights and remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

14. Signature and Language

This Agreement is made in 02 (two) originals in Vietnamese and has equal legal value. The Issuer retains 01 (one) original, the Agent retains 01 (one) original.

15. Governing Law and Jurisdiction

- 15.1. This Agreement shall be governed by and construed in accordance with the laws of Vietnam. In the event that one of the Parties enjoys immunity against itself or its assets in relation to litigation or court jurisdiction or any stage of proceedings, such Party shall irrevocably waive such immunity for the purposes of this Agreement.
- 15.2. Disputes arising from or related to this Contract shall first be resolved through negotiation. In case of failure to negotiate, the Parties and/or one of the Parties shall have the right to request a competent Court in Vietnam to resolve the dispute.

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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

Signed by

on behalf of and for

KIEN LONG COMMERCIAL JOINT STOCK BANK

(Signed, stamped)

Full Name: **Tran Ngoc Minh**

Title: **Chairman of the Board of Directors**

(Signed, stamped)

REGISTRAR AGENT

Signed by

on behalf of and for

SAIGON - HANOI SECURITIES JOINT STOCK COMPANY

Full Name: **Nguyen Chi Thanh**

Title: **General Director**