

No: 04/2025/NQ-SCI-HĐQT

Hanoi, March 14, 2025

**RESOLUTION**

*Re: Through the program, the content of the service documents  
Annual General Meeting of Shareholders 2025.*

**BOARD OF DIRECTORS SCI JOINT STOCK COMPANY****Base:**

- Enterprise Law No. 59/2020/QH14 and implementing documents;
- Securities Law No. 54/2019/QH14, amended and supplemented by Law No. 56/2025/QH15 passed by the National Assembly of the Socialist Republic of Vietnam on November 29, 2025 and implementing documents;
- Charter of organization and operation of SCI Joint Stock Company.
- Minutes of the meeting of the Board of Directors of SCI Joint Stock Company on March 14, 2025.

**RESOLUTION**

**Article 1.** Approve the agenda, content and other documents for the 2025 Annual General Meeting of Shareholders of SCI Joint Stock Company. Details of the agenda, content and documents mentioned above are attached to this Resolution.

**Article 2.** This Resolution takes effect from the date of signing.

**Article 3.** The Board of Directors, the General Director of the Company, relevant departments, units and individuals are responsible for implementing this Resolution./.

**Recipient:**

- As Article 3 (current);
- Luu VT, Board of Directors.

**ON BEHALF OF THE BOARD  
OF DIRECTORS CHAIRMAN****Nguyen Cong Hung**

**SCI**

**SCI JOINT STOCK COMPANY**

**MATERIALS OF  
2025 GENERAL MEETING OF  
SHAREHOLDERS**

**April, 2025**



**SCI JOINT STOCK COMPANY**

3rd Floor, Tower C, Golden Palace Building, Me Tri Street, Nam Tu Liem District, Hanoi  
Tel: (+84-24) 3768 4495 |Fax: (+84-24) 3768 4490 |Website: www.scigroup.vn

**Stock code S99**

*Hanoi, March 14, 2025*

## **MEETING INVITATION**

### **ANNUAL GENERAL MEETING OF SHAREHOLDERS 2025**

**Dear: DEAR SHAREHOLDERS OF SCI JOINT STOCK COMPANY**

The Board of Directors of SCI Joint Stock Company would like to respectfully announce and invite shareholders to attend the Company's 2025 Annual General Meeting of Shareholders ("AGM"), specifically as follows:

**1. Time:** From 09:300, Thursday, April 10, 2025.

**2. Meeting format :** The Company organizes the 2025 Annual General Meeting of Shareholders online and by electronic voting at <https://ezgsm.fpts.com.vn>

**3. Meeting location:** Attend the online meeting at any location chosen by the shareholder or authorized person to be able to log in to attend the online General Meeting of Shareholders and vote electronically at <https://ezgsm.fpts.com.vn>.

**4. Congress venue:** 3rd floor, tower C, Golden Palace building, Me Tri street, Nam Tu Liem district, Hanoi city.

**5. Participants:** Members of the Board of Directors, Audit Committee, Board of Management, key staff of the Company's office and Shareholders of the Company according to the list of Vietnam Securities Depository and Clearing Corporation (VSDC) as of March 5, 2025 .

**6. How to attend the meeting and vote:** Shareholders attending the meeting access the link <https://ezgsm.fpts.com.vn> to attend the meeting and vote on the contents at the General Meeting of Shareholders with the login information sent separately to each shareholder according to the Meeting Invitation Notice.

*Note : Shareholders please change your login password after the first login to keep your information secure. For details on how to attend and vote, please refer to the Instructions for attending the online General Meeting of Shareholders and related documents on the company's website at : <https://scigroup.vn/quan-he-co-dong#thong-tin-cong-bo>*

**7. Authorization to attend the General Meeting:** In case Shareholders authorize another person to attend the General Meeting, please prepare a written authorization in accordance with the provisions of civil law or the form posted on the company's website or authorize online at the link <https://ezgsm.fpts.com.vn> . Then send a hard copy of the valid Authorization to SCI Joint Stock Company by the guaranteed method stated in Section 9 of this notice before 5:00 p.m. on April 7, 2025 .



**8. Meeting agenda and documents related to the Congress :** The meeting agenda and documents of the Congress are posted on *the* Company's website at : <https://scigroup.vn/quan-he-co-dong#thong-tin-cong-bo> from March 15 , 2025 .

**9. How to send discussion questions and contact support:** Shareholders can send discussion questions to the General Meeting of Shareholders via the link: <https://ezgsm.fpts.com.vn> Or contact the company directly at the following contact information:

*Mr. Nguyen Anh Cuong - Position: Head of HCTH Department*

*Contact address: 3rd floor, tower C, Golden Palace building, Me Tri street, Nam Tu Liem district, Hanoi city.*

*Phone: 0966950880*

*Email: cuongna@scigroup.vn*

**Note:**

- *In case shareholders do not receive this Meeting Invitation due to objective reasons, they still have the right to attend the General Meeting of Shareholders. Shareholders who do not receive the Meeting Invitation, please contact the Company for support and login information .*
- *Shareholders are requested to submit the above Authorization Form on time so that SCI Joint Stock Company can support the declaration and registration of authorization information and authorized person on the online system.*

**Best regards !**

**ON BEHALF OF THE BOARD OF  
DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**





## LIST OF MATERIALS FOR THE ANNUAL GENERAL SHAREHOLDERS' MEETING 2025

No.	CONTENT
1	Agenda of the annual general meeting of shareholders.
2	Report by the General Director on business performance in 2024 and the business plan for 2025.
	Report on the 2024 Activity report and the 2025 Activity plan of the Board of Directors.
	Report on the 2024 Activity report and the 2025 Activity plan of the Audit Committee.
3	<b>Content 01:</b> Proposal No. 01/2025/TTr-SCI-BOD for approval of the General Director's report on 2024 business performance and the 2025 business plan.
	<b>Content 02:</b> Proposal No. 02/2025/TTr-SCI-BOD for approval of the Board of Directors' report on 2024 activities and the 2025 activity plan.
	<b>Content 03:</b> Proposal No. 03/2025/TTr-SCI-BOD for approval of the Audit Committee's report on 2024 activities and the 2025 activity plan.
	<b>Content 04:</b> Proposal No. 04/2025/TTr-SCI-BOD for approval of the audited separate and consolidated financial statements for 2024.
	<b>Content 05:</b> Proposal No. 05/2025/TTr-SCI-BOD for approval of the profit allocation plan for 2024.
	<b>Content 06:</b> Proposal No. 06/2025/TTr-SCI-BOD for approval of the Board of Directors' remuneration for 2024 and the estimated remuneration for 2025.
	<b>Content 07:</b> Proposal No. 07/2025/TTr-SCI-BOD for approval of the plan to issue shares for dividend payment in 2024.
	<b>Content 08:</b> Proposal No. 08/2025/TTr-SCI-HĐQT for the approval of the plan for additional public offering of shares.
	<b>Content 09:</b> Proposal No. 09/2025/TTr-SCI-HĐQT for the approval of the policy to issue bonus shares under the employee stock option program.
	<b>Content 10:</b> Proposal No. 10/2025/TTr-SCI-HĐQT for the approval of several matters within the authority of the General Shareholders' Meeting.
4	Draft Minutes and Resolutions of the Annual General Shareholders' Meeting 2025
5	Regulations of the Meeting, Other Forms
6	Voting Instructions at the 2025 General Meeting of Shareholders

## AGENDA OF THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS

**Time:** 9:30 AM, Thursday, April 10, 2025

**Location:** The 2025 Annual General Meeting of Shareholders will be held online with electronic voting. Shareholders or authorized representatives can participate in the meeting remotely from any location with an Internet connection. The main venue for the Chairman, Board of Directors, and Organizing Committee (operational venue): 3rd Floor, Tower C, Golden Palace Building, Me Tri Street, Nam Tu Liem District, Hanoi.

No.	Time	Content
<b>I Meeting proceedings:</b>		
1	07h45' - 09h30	Guide shareholders to attend the online General Meeting and vote electronically
<b>II Meeting contents</b>		
2	09h30 - 10h00'	<ul style="list-style-type: none"> <li>- Report the results of verifying Delegates' eligibility, and commence the Meeting</li> <li>- Introduction and approval of the list of the Chairmanship Board, Chairman; Vote Counting Committee</li> <li>- Approval of the General Meeting agenda; General Meeting working regulations.</li> </ul>
3	10h00' - 10h45'	Report by the General Director on business performance in 2024 and the business plan for 2025.
		Report on the 2024 Activity report and the 2025 Activity plan of the Board of Directors
		Report activities of the Audit Committee in 2024
		<b>Content 1:</b> Approval of the report on the 2024 Business performance 2024 and the 2025 Business plan by the General Director.
		<b>Content 2:</b> Approval of the report on the 2024 Activity report and the 2025 Activity plan of the Board of Directors
		<b>Content 3:</b> Approval of the 2024 Activity Report of the Audit Committee
		<b>Content 4:</b> Approval of the audited financial statements (Separate and consolidated financial statements) for the year 2024
		<b>Content 5:</b> Approval of the profit allocation
		<b>Content 6:</b> Approval of the remuneration of the Board of Management 2024 and estimate the remuneration of the Board of Management 2025
		<b>Content 07:</b> Proposal 07/2025/TTr-SCI-HĐQT for the approval of the plan to issue shares for dividend payment in 2024.



No.	Time	Content
		<p><b>Content 08:</b> Proposal 08/2025/TTr-SCI-HĐQT for the approval of the plan for additional public offering of shares</p> <p><b>Content 09:</b> Proposal 09/2025/TTr-SCI-HĐQT for the approval of the policy to issue bonus shares under the employee stock option program.</p> <p><b>Content 10:</b> Proposal to approve several matters within the authority of the General Shareholders' Meeting.</p>
4	10h45'-11h00'	Discussion on the Reports and Proposals Voting on the contents of the General Meeting.
5	11h00'-11h10'	Break time
6	11h10'-11h20	Report on the voting results of the General Meeting
7	11h20-11h30	Approval of the Minutes and Resolutions of the General Meeting Declare ending of the Meeting



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**REPORT OF THE GENERAL DIRECTOR  
ON THE COMPANY'S ACTIVITIES IN 2024 AND PLAN  
ACTIVITIES IN 2025.**

**To : GENERAL MEETING OF SHAREHOLDERS**

Pursuant to Resolution No. 01/2024/NQ-SCI-ĐHĐCĐ dated April 29, 2024 of the 2024 Annual General Meeting of Shareholders. The Board of Directors of SCI Joint Stock Company would like to report to the 2025 Annual General Meeting of Shareholders on the 2024 business activities and the 2025 business plan of SCI Joint Stock Company as follows:

**PART 1. BUSINESS PERFORMANCE RESULTS IN 2024**

**I. Main indicators**
**a. SCI Complex**

<b>T T</b>	<b>Target</b>	<b>Unit</b>	<b>Plan for 2024</b>	<b>Implementatio n in 2024</b>	<b>Rate (%) HT</b>
1	Total production and business value	10 <sup>6</sup> point	2,333,900	1,653,702	70.86
2	Total investment value	10 <sup>6</sup> point	1,551,824	400,742	25.82
3	Consolidated revenue	10 <sup>6</sup> point	2,264,000	1,533,700	67.74
4	Consolidated profit before tax	10 <sup>6</sup> point	137,129	57,271	41.76

**b. Parent Company only.**

<b>T T</b>	<b>Target</b>	<b>Unit</b>	<b>Plan for 2024</b>	<b>Implementatio n in 2024</b>	<b>Rate (%) HT</b>
1	Total production and business value	10 <sup>6</sup> point	1,131,000	918,906	81.25
2	Total investment value	10 <sup>6</sup> point	615,724	373,492	60.66
3	Total revenue	10 <sup>6</sup> point	1,314,000	920.179	70.03
4	Profit before tax	10 <sup>6</sup> point	70,268	57,770	82.21
5	Pay dividends	%	8%	5%	

**II. Business performance results in 2024**
**II.1. Mainly carry out construction and installation**
**1. EPC General Contract of Nam Sam 3 Hydropower Project**

- Construction work: Completed.
- COD work: Internal testing of generators is underway.

## **2. EPC General Contract of Nam Mo 2 Hydropower Project**

- Main Dam: 72% Complete
- Water tunnel: 50% complete
- Factory: 54% Complete
- Hydraulic engineering and lifting equipment: 18% complete

## **3. EPC General Contract of Nam Sam 3A Hydropower Project**

- SCI Joint Venture ( *SCI Joint Stock Company, SCI Consulting Joint Stock Company, SCI E&C Joint Stock Company* ) was selected by the Investor and signed the EPC Contract for the Nam Sam 3A Hydropower Project in Laos with a total Contract value of 62.9 million USD with the main content as approved at the 2024 Annual General Meeting of Shareholders.

- Auxiliary works reached 25%
- Main construction items: Excavating foundation pits and urging legal procedures related to goods import carried out by the Investor.

## **4. EPC General Contract of Nam Mo 1 Hydropower Project**

- SCI Joint Venture ( *SCI Joint Stock Company, SCI Consulting Joint Stock Company, SCI E&C Joint Stock Company* ) was selected by the Investor and signed the EPC Contract for the Nam Mo 2 Hydropower Project in Laos with a total Contract value of 74.8 million USD with the main content as approved at the 2024 Annual General Meeting of Shareholders.

- Construction work: Construction equipment mobilization is underway.

## **II.2. Status of investment project implementation**

### **1. Nam Khian 1, Nam Khian 2, Nam Khian 3 Hydropower Project Cluster**

#### **a. Project information:**

- Location: Xieng Khouang Province, Laos.
- Capacity scale (85 MW): Nam Khian 1 – 25 MW, Nam Khian 2 – 35 MW, Nam Khian 3 – 25 MW.

#### **b. Investment implementation:**

- Memorandum of Understanding (MOM) signed on January 5, 2024. Project Development Agreement (PDA) signed on November 4, 2024.
- Assign SCI Energy Company Limited to develop the above projects. Currently implementing the investment legal procedures and works according to PDA: Survey, final feasibility study report, technical design, EIA, connection, electricity purchase and sale policy.../.

### **2. Nam Lan 1, Nam Lan 2, Nam Neun Hydropower Project Cluster**

#### **a. Project information:**

- Location: Xieng Khouang Province, Laos.
- Capacity scale (80 MW): Nam Lan 1 (20 MW), Nam Lan 2 (10 MW), Nam Neun downstream (50 MW).

- b. Investment implementation: Assign SCI Energy Company Limited to develop the above projects. Currently negotiating the project development contract (PDA).

### **II.3. Investment research and job search**

- For domestic projects:
  - + Closely follow the implementation of the power planning 8, seek investment opportunities and/or act as general contractor for energy projects.
  - + Continue to conduct wind surveys/measurements, research and develop potential wind power project areas.
- For overseas projects:
  - + Marketing to serve as project development consultant; EPC general contractor for hydropower and wind power projects in the Lao market.
  - + Search and research investment opportunities and investment cooperation in hydropower projects in Laos, especially projects adjacent to projects that SCI is investing in.

### **II.4. Design consulting work**

- Construction drawing design work at Nam Sam 3 and Nam Mo 2 projects (Lao PDR) meets the project implementation schedule of the Investor.
- Technical design work (Basic Design) of Nam Sam 3A, Nam Mo 1, basically completed, expected to be submitted for approval in the first quarter of 2025.
- Labour work Survey and prepare feasibility study reports for hydropower projects in Laos: Nam Theun (Keng teuaTen), Nam Theun 4A, Nam Theun 4B, Nam Et Project Cluster, Xekaman 2A, Xekaman 2B, Nam Mo 1A, Kalabai 1, Nam Pheuk1&2, meeting the project implementation schedule of the Investor .
- Consulting work for Lao government agencies (DEB Department of Energy and DESM Department of Energy Management) on Nam Phak hydropower project meets the job requirements.
- Construction supervision work at Nam Sam 3, Nam Mo 2, Nam Sam 3A, Nam Mo 1 hydropower projects meets work requirements .

### **II.5. Industrial production**

Complete troubleshooting, bring Nam Lum 1 Hydropower Plant to the grid. Maintain and renovate construction items at the factories, maintain stable production, specifically:

- Ca Nan 1&2 Hydropower Plant Cluster achieved 118.8 billion in revenue (91% of plan)
- Nam Lum 1&2 and Nam Xe hydropower plant clusters achieved 202.4 billion in revenue (94% of the plan).
- Huong Linh 8 Wind Power Plant achieved 105.8 billion in revenue (88.2% of plan)

## **III. Evaluate the performance of management and operations**

### **III.1. Administration and management work**

- Establish SCI Energy Company Limited to manage and implement investment in SCI's energy projects, with a clear structure of 3 segments: Project development investment (SCI Energy) , Consulting (SCI Consulting) , Construction and installation (SCI E&C) .
- Establishment of SCI Quang Tri Joint Stock Company, a subsidiary of SCI Energy to

manage and develop investment projects in Quang Tri.

- Step by step deployment of software in management and operation of power plants.
- Exploiting and applying maximum efficiency of IT applications (AI) helps increase productivity, control work promptly, and minimize costs.
- Conduct periodic training and testing to improve skills for the power plant operation management team .
- Promote communication and application of AI technology.

### **III.2.Areas of expertise**

- Investment work: Carry out legal procedures and focus on resolving problems with relevant domestic and foreign agencies in implementing and operating projects.
- Design work: Closely coordinate with relevant parties in the appraisal, agreement and approval of designs.
- Technical management: Timely control of technological designs for imported equipment. Closely manage construction progress plans, provide timely warnings and solutions.
- Safety, hygiene and environment work is given attention and focus. Strengthen dissemination and closely monitor the implementation of safety and environment regulations in investment projects and EPC general contractors.
- Industrial production work: Closely control industrial production and operation work, promptly coordinate to resolve problems, and maintain stable factory operations.
- Financial work: Increase contact with domestic and international credit institutions to increase effective capital sources, meeting capital needs for investment activities. Balance and arrange capital, meeting financial needs for all production and business activities of the Company.
- The work of acceptance, settlement , and debt collection of construction items is given special attention, focusing resources to speed up capital recovery and debt collection.

**PART 2**  
**BUSINESS PRODUCTION PLAN 2025**

**I. GOALS AND BUSINESS PLAN FOR 2025**

**I.1. Main indicators**

STT	Content	Unit	Plan 2025	
			Total	Parent company
1	Total production and business value	10 <sup>6</sup> points	1,866,100	1,178,600
2	Total investment value	10 <sup>6</sup> points		
3	Revenue	10 <sup>6</sup> points	1,775,300	1,216,800
4	Profit before tax	10 <sup>6</sup> points		
5	Pay dividends	%		5%

**I.2. About construction and installation**

**1. EPC General Contract of Nam Sam 3 Hydropower Project**

- Complete COD work for the entire Project in February 2025.

**2. EPC General Contract of Nam Mo 2 Hydropower Project**

- Construction: 100% complete.
- Electromechanical part: Expected COD completion in June 2026.

**3. EPC General Contract of Nam Sam 3A Hydropower Project**

- Auxiliary works, camps: 100% completed
- RCC Main Dam: 28% Complete
- Factory: 15% Complete

**4. EPC General Contract of Nam Mo 1 Hydropower Project**

- Auxiliary works, camps: 100% completed
- Main Dam: 20% Complete
- Water tunnel: 30% complete
- Factory: 10% Complete

**5. EPC General Contract for Nam Sannoi – Nam Xao 1 Hydropower Project**

- Auxiliary works, camps: 100% completed
- Main project: Completed digging of main project foundation

**I.3. Industrial production at operational projects**

- Maintain stable production at Power Plants. Detailed 2025 plan for plants as shown in the table below :



TT	Project	Capacity MW	Revenue 10 <sup>9</sup> coins
<b>A</b>	<b>Hydroelectric plant</b>	<b>69</b>	<b>360.00</b>
<b>I</b>	<b>Canaan1&amp;2 Hydropower Plant</b>	<b>23</b>	<b>130.00</b>
1	Canaan 2	16	90.73
2	Canaan 1	7	39.27
<b>II</b>	<b>Hydropower Plant NL1&amp;NL2, Nam Xe</b>	<b>46</b>	<b>230.00</b>
1	Nam Lum 1	8	38.00
2	Nam Lum 2	18	90.00
3	Nam Xe	20	102.00
<b>B</b>	<b>Wind power plant</b>	<b>20</b>	<b>120.00</b>
1	Huong Linh 8 Wind Power Plant	20	120.00

#### **I.4. About project investment**

##### **1. Developing wind power projects in Vietnam**

- Continue to conduct wind surveys/measurements, research and develop 04 potential wind power project areas in Quang Tri that have been approved for survey as well as other potential project areas.
- Closely follow the implementation of the plan to implement the 8th power plan for the wind power projects that SCI is promoting investment in to promptly carry out the next steps: Add to the plan/scheme, approve the investment policy, select investors and implement the project.

##### **2. Developing investment projects in Laos**

For Nam Khian 1, Nam Khian 2, Nam Khian 3 Hydropower Project Cluster and Nam Lan 1, Nam Lan 2, Nam Neun Hydropower Project Cluster :

- Completed signing of project development contracts (PDA) for Nam Lan 1, Nam Lan 2, and Nam Neun Hydropower Project Cluster .
- Implement investment legal procedures according to PDA: Survey, final feasibility study report, technical design, EIA, develop site clearance plan, step by step implement related tax/fee negotiations and CA negotiations ... / .
- Implement legal procedures related to electricity connection and trading in Vietnam.

#### **I.5. About consulting and design work**

- Complete appraisal and approval of technical design (Basic Design) of Nam Sam 3A and Nam Mo 1 projects in the first quarter of 2025.
- Design construction drawings at Nam Sam 3 and Nam Mo 2 projects (Lao PDR) to meet the project implementation schedule of the Investor.
- Appraisal and approval of FS of Nam Lan 1, Nam Lan 2, Ha Luu Nam Neun project clusters in the first quarter of 2025. Final approval of FS and technical design of 6 projects

( *Nam Lan 1, Nam Lan 2, Ha Luu Nam Neun, Nam Khian 1, Nam Khian 2, Nam Khian 3* ) in the second quarter of 2025.

- Construction supervision work at Nam Mo 2, Nam Sam 3A, Nam Mo 1 hydropower projects meets work requirements .
- Continue to search and market to sign and execute consulting contracts in the fields of wind power and hydropower, as well as carry out survey and design work when the company is awarded a contract under the EPC form.

## **II. Some solutions to complete the 2025 plan**

### **II.1. Administration and management work.**

- Continue to exploit and apply maximum efficiency of IT applications (AI) to help increase productivity, control work promptly, and minimize costs.
- Strengthen internal communication; promote the brand especially with foreign partners and markets.
- Recruit more competent and experienced personnel, especially in the electromechanical field in the power plant to promptly meet human resources needs for production activities.

### **II.2. Marketing work, bidding, market**

- Maintain and develop domestic and Lao PDR markets in the Company's field of operation;
- Improve bidding capacity as well as connect qualified joint venture partners to participate in large bidding packages. Search and participate in bidding for hydropower, wind power, and solar power projects in the form of EPC general contractor;
- Continue to seek small and medium hydropower projects; wind power projects, to study investment and construction.

### **II.3. Project implementation and management**

- Develop plans and work progress goals for each project, regularly update and propose solutions to ensure completion of goals, as well as increase control and unified operations at all levels.
- Improve the capacity of the project management team, focusing on the following tasks: Planning, progress; design; construction supervision; especially paying attention to risk management for all projects.
- Closely monitor the implementation of electromechanical equipment supply contracts. Manage well the publication and agreement, design approval.
- Consistently operate and manage power plants to achieve maximum efficiency.

### **II.4. Technical - Economic - Financial Management**

- Regularly update and analyze actual progress to have timely solutions to ensure target progress.
- For industrial production: Build strategic subcontractor/supplier relationships to support and resonate with each other for development. Have a detailed and accurate

purchasing plan based on the initial plan and construction plan for each Project/Item so that the purchasing process is carried out easily, without being passive. Continue to expand the list of suppliers, further improve purchasing at the origin of goods production to help reduce input costs ( *especially imported materials and equipment* ).

- Close coordination between consultants and construction units, promptly resolving design problems during project implementation.
- Manage scientific contracts closely, from negotiation to contract completion. Focus especially on capital collection and final settlement of remaining items at completed and under construction projects.
- Finance - Credit work.
  - + Make financial plans, cash flow plans to implement appropriate capital use, ensuring financial security for the Company. Ensure effective capital use plans, bringing high profits to the Company.
  - + Closely follow the progress of the construction plan to recover capital and debt, reduce capital pressure and ensure capital for continuous production and business.
  - + Ensure capital sources to implement investment projects, especially ongoing projects.
  - + In 2025, continue to increase contact with domestic and international credit institutions to increase effective capital sources, meeting capital needs for the Company's investment activities to bring about efficiency.

## **II.5. Risk management**

- Continuously improve the quality of risk management in production and business activities and must have appropriate solutions that are both feasible and consistent throughout the Company.
- Regularly update new legal documents issued in Vietnam and Laos to promptly notify the Company and its subsidiaries. The Company is expanding investment and developing the market in Laos, so legal consulting support for all aspects of the unit's production and business activities is necessary to comply with current regulations , limit risks, ensure safety and improve the efficiency of production and business activities and investment for the Company.

Above is the report on production and business results in 2024. and the 2025 production and business plan. Respectfully submit to the Company's General Meeting of Shareholders for consideration and approval of the full report .

**Thanks a lot.**

**GENERAL DIRECTOR**  
  
**Nguyen Van Phuc**

  
CÔNG TY  
CÓ PHẦN  
SCI  
HÀ NỘI

  
CÔNG TY  
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SCI  
HÀ NỘI

*Hanoi, April , 2025.***DRAFT****REPORT OF THE BOARD OF DIRECTORS  
2024 ACTIVITIES AND 2025 ACTIVITY PLAN****To: GENERAL MEETING OF SHAREHOLDERS**

The Board of Directors of SCI Joint Stock Company would like to send to shareholders a report including the following contents:

1. Board of Directors' assessment of the Company's performance;
2. Board of Directors' assessment of the performance of the Executive Board; Audit Committee ;
3. Activities of the Board of Directors in 2024 ;
4. Board of Directors' Orientation Plan.

**Specifically as follows :****1. Board of Directors' assessment of operational aspects**

In the context of the global economy continuing its slow and uneven recovery in 2024, Geopolitical tensions continue to escalate . Regarding the domestic energy sector, the practical implementation of the VIII power plan and the electricity price policy mechanism still face many obstacles , making it impossible for projects to promote investment .

This has greatly affected SCI's production and business plan in the past year. In 2024, SCI Joint Stock Company achieved a total production and business value of VND 1,653 billion; Revenue reached VND 1,533 billion, reaching 67.74% of the plan; Consolidated profit before tax reached VND 57 billion (reaching 41.76% of the plan). *Details are stated in the General Director's report .*

However, SCIGroup has also proactively adapted, gradually developing in the right direction with some highlights in 2024 as follows:

**In the field of construction** : Ensuring progress and quality of construction works, the Company participates in construction, improving competitiveness when participating in bidding:

- SCI completed the installation and testing of the electromechanical equipment system of the Nam Sam 3 hydropower plant (156 MW) for which SCI is the EPC general contractor.
- SCI continues to be trusted by the Investor and assigned as the EPC general contractor for the Nam Mo 1 hydropower project (60 MW) and the Nam Sam 3A hydropower project (45 MW) in the Lao PDR.
- Mo 2 hydropower project in Lao PDR is being carried out with great effort to ensure project progress.
- Domestically, participated in the joint bidding and won the bid for the Bac Ai pumped

storage hydropower project.

In the field of construction consulting : Completely proactive in consulting work in hydropower and wind power projects that the company invests in, as well as projects that the company contracts under the EPC form.

Regarding project investment : Actively seek investment opportunities in wind power and hydropower projects domestically and internationally.

- Completed signing of the contract to develop a cluster of projects with a capacity of (85 MW): Nam Khian 1 – 25 MW, Nam Khian 2 – 35 MW, Nam Khian 3 – 25 MW in Xieng Khouang province, Laos.
- Completed the transfer of a project cluster with a capacity of 36.3 MW, developed into a project cluster with a capacity of 80 MW: Nam Lan 1 (20 MW), Nam Lan 2 (10 MW), Nam Neun downstream (50 MW) in Xieng Khouang province, Laos . Currently negotiating a Project Development Agreement (PDA).
- Research and survey of the wind power project SCI Huong Viet (26MW), SCI Tan Thanh phase 1 (30MW) have been approved by the Government for planning, and are in the process of promoting procedures to apply for investment. Continue to complete the procedures for submitting planning approval for SCI Tan Thanh phase 2 (12MW), SCI Ba Tang 1 (50MW) and other projects.

## **2. Main activities of the Board of Directors in 2024**

Supervision of the Board of Directors' activities: The Board of Directors highly appreciates the efforts of the Board of Directors , especially with the very promising results for the market in Laos . The Board of Directors' decisions were implemented decisively and firmly by the Board of Directors. The results achieved in all areas of production and business continued to maintain the right development direction; strengthening the trust of partners, customers and shareholders.

The Audit Committee performed its tasks well in accordance with the regulations and the Audit Committee's 2024 operational plan , promptly advising and consulting the Board of Directors on corporate governance. ( *For details, please see the Independent Audit Committee's Report* )

In 2024 , the Board of Directors approved many important contents related to production and business activities as well as perfecting the operating apparatus of member companies. All meetings were attended by all members of the Board of Directors. The Board of Directors approved some main contents as follows:

- Select and approve the unit to audit the Company's 2024 financial statements;
- Approval of the purchase of 100% of shares of Ha Nam-Non Phao-Vo One Member Co., Ltd. and Nam Lan Phao-Vo One Member Co., Ltd. Converting and establishing the following companies: Nam Lan 1 Hydropower Co., Ltd., Nam Lan 2 Hydropower Co., Ltd., Nam Neun Downstream Hydropower Co., Ltd. to develop the Nam Lan 1, Nam Lan 2, and Nam Neun Downstream projects.
- Approval of the establishment of SCI Quang Tri Joint Stock Company to manage and

develop projects in Quang Tri . Clearance of the plan to transfer shares at Huong Linh 8 Wind Power Company to SCI Quang Tri Joint Stock Company .

- Approved the establishment of SCI Energy Company Limited to manage and implement SCI's energy projects, with a clear structure of 3 segments: Project development investment (SCI Energy), Consulting (SCI Consulting), Construction and installation (SCI E&C). Projects that have been operated and projects that are being implemented will be transferred to SCI Energy for development .
- Detailed implementation of the plan to issue shares to pay dividends in 2023 according to the Resolution of the 2024 Annual General Meeting of Shareholders.
- implementation of the plan to issue shares under the employee stock option program (ESOP) according to the Resolution of the 2024 Annual General Meeting of Shareholders.
- Approve and supervise the implementation of project investment activities and production and business activities of the Company .
- And other important decisions.

During the process of participating in the Company's management, the members of the Board of Directors fully attended meetings according to their duties and responsibilities, discussed and debated clearly and specifically, voted to pass the Board of Directors' resolutions with high consensus, issued resolutions promptly and implemented them appropriately to the Company's reality.

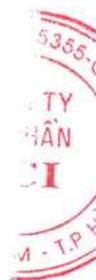
*( The resolutions of the Board of Directors are stated in the 2024 Management Report , disclosed according to regulations and posted on the Company's Website )*

### **3. Board of Directors' operational orientation**

**Investment - Consulting - Construction Construction and installation** are 3 areas of operation in the Company's model , focusing mainly on the Energy and Infrastructure sectors . **Safety - Efficiency - Sustainable development** are the common goals throughout SCIGroup's operations.

In the coming time, the Company will continue to maintain production activities, proactively seek investment opportunities, consult and construct industries, with the foundation being renewable energy, environment and infrastructure.

- Strengthen supervision and closely direct investment, production and business activities, ensure financial safety and improve the efficiency of production and business activities .
- Consulting and construction work meets the progress and quality of the projects under construction in accordance with the commitments to the Investor.
- Research and promote investment in hydropower and wind power projects; at the same time, market to participate in consulting, general construction, and EPC general contracting for hydropower and wind power projects in Vietnam and Lao PDR.
- Research and seek investment opportunities in the field of resort tourism combining tourism services and real estate .



- The implementation of investment projects will be carried out in the following ways: SCI directly invests and/or Subsidiaries/Members directly invest and/or SCI establishes a subsidiary and this subsidiary is the focal point for implementing/holding the investment project and/or SCI contributes capital /purchases shares to implement the project . The Board of Directors decides on the establishment/capital contribution of the subsidiary at the time of integration and reports to the General Meeting of Shareholders according to its authority at the nearest meeting .

In parallel with the implementation of production and business plans, communications, and brand development, the Board of Directors continues to focus on human resource management, information technology investment, improving legal risk management, internal control, and constantly directing the Executive Board closely in environmental protection, labor safety , and responsibility to the community/society . With available advantages, solidarity, high quality and experienced human resources , and the trust and support of shareholders, the Company is gradually improving to become a leading enterprise in the country and region.

Above is the report of the Board of Directors. Respectfully submit to the General Meeting of Shareholders of the Company for consideration and approval of the full report .

**Thanks a lot.**

*N received :*

*- As To;*

*- Retained at BOD.*

**ON BEHALF OF THE BOARD  
OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**



**DRAFT**

**REPORT OF THE AUDIT COMMITTEE  
 ON ACTIVITIES IN 2024 AND PLAN FOR 2025**

**I. LIST OF MEMBERS AND REMUNERATION OF THE AUDIT COMMITTEE IN 2024**

- In 2024, the Audit Committee (AC) operated with the following members:
  1. Mr. Hoàng Trọng Minh – Chairman of the AC, Independent Member of the Board of Directors
  2. Mr. Kim Mạnh Hà – Independent Member of the Board of Directors
  3. Mr. Ngô Vũ An – Non-Executive Member of the Board of Directors
 Thus, the structure of the Company’s Board of Directors (BOD) includes 2 out of 6 independent members (accounting for 33% of the BOD members), which complies with the provisions of the Enterprise Law No. 59/2020/QH14 issued on June 17, 2020, and is also in accordance with the regulations in Clause 4, Article 276, Decree 155/2020/ND-CP guiding the Securities Law.
- The remuneration, operational expenses, and other benefits of the Audit Committee and its members are in accordance with the provisions of the Enterprise Law and the Company’s regulations, specifically:

Unit: VND

Full name	Annual Remuneration
Mr. Hoàng Trọng Minh	96.000.000
Mr. Kim Mạnh Hà	96.000.000
Mr. Ngô Vũ An	96.000.000

**II. ACTIVITIES OF THE AUDIT COMMITTEE IN 2024**

In 2024, the Audit Committee (AC) held 4 regular meetings, with a 100% attendance rate. The AC has made conclusions and recommendations on specific issues as follows:

- Compliance with current legal regulations, the Company’s Charter, and corporate governance regulations; including but not limited to the inspection of compliance with laws on tax obligations, mandatory insurance, and other financial obligations.
- Compliance with the Company’s policies, regulations, and procedures; Evaluating the appropriateness and effectiveness of the Company’s internal control system in preventing, detecting, and promptly addressing risks.
- Review of the financial reports for the quarterly, semi-annual, and annual periods of the Company and its subsidiaries.
- Discussions with the independent auditing firm to clarify any arising issues or risks



discovered during regular and ad-hoc audits, and to propose solutions for handling and preventing risks.

- Evaluation of the implementation of the Company's business objectives.
- Recommendations for corrective measures to address errors, improve the internal control system, and enhance corporate governance practices.
- The Audit Committee also performed a review of the information in the 2024 Annual Report before it was submitted to the Board of Directors for review, approval, and publication.

### **III. RESULTS OF INSPECTION AND EVALUATION OF KEY ACTIVITIES**

#### **1. Evaluation of the Company's Internal Control and Risk Management System**

The Company's internal control system consists of a set of regulations, policies, rules, processes, and the organizational structure that is developed in compliance with legal requirements and is implemented to ensure the prevention, detection, and timely handling of risks in order to achieve the set objectives.

- The Company has developed and issued a management system document (including principles, policies, organizational structure, regulations, processes, etc., in compliance with legal provisions and the Company's regulations) to all employees for their understanding and implementation.
- The management system documents have been utilized by the Company's management levels as a tool for controlling daily activities of employees within the Company.

The Audit Committee appreciates that the Company's internal control system has effectively fulfilled its role in preventing, detecting, and addressing risks in a timely manner.

#### **2. Supervision Results Regarding Financial Reports, Business Performance, and Financial Condition of the Company**

The Audit Committee has reviewed the quarterly, semi-annual, and annual financial reports for 2024 and agrees with the evaluations made by the Independent Auditor, as follows:

- The recording, storage of documents, accounting information system, and preparation of the Company's accounting books are conducted in compliance with current regulations and are in accordance with Accounting Standards, the Accounting System, and relevant legal provisions.
- The financial reports are prepared and presented accurately, in compliance with Accounting Standards and current regulations, with no material misstatements that could mislead the financial report results.
- The basic indicators regarding accounts receivable, loans, liquidity, asset utilization efficiency, provisions, and equity capital comply with financial and accounting regulations, principles, and standards.
- Transactions with related parties have been thoroughly reviewed and fully disclosed, with no irregularities found in these transactions.

- The recommendations of the Independent Auditor have been acknowledged, reviewed, and implemented by the Management Board.

### **3. Results of Supervision and Inspection of Transactions with Related Parties in Compliance with Legal Regulations**

- All transactions must be approved by the Board of Directors (BOD) in accordance with the Company's Charter and in compliance with the current provisions of the Enterprise Law and the Securities Law.
- For significant transactions, the BOD holds extraordinary meetings to approve a separate resolution for each transaction, which is then disclosed in accordance with legal requirements.
- For routine transactions, the Executive Board is responsible for preparing proposals to present to the BOD for approval, in accordance with regulations.
- In 2024, the BOD reviewed and approved policies related to transactions with related parties of the Company. All transactions have been executed in writing and disclosed in compliance with the current Securities Law.

### **4. Supervision results on the Board of Directors and the Executive Board**

- The BOD's activities during the year focused on the resolutions of the General Shareholders' Meeting (GSM) and adhered to the Company's Charter and Governance Regulations.
- The BOD has effectively carried out its role in guiding the Company's development through strategic planning, monitoring, and adjusting decisions. Key decisions made by the Executive Board have been analyzed, challenged, and consulted with the BOD to ensure suitable solutions for the Company.
- The Executive Board has diligently implemented the resolutions of the GSM and BOD, effectively fulfilling its functions and responsibilities in accordance with the law and the Company's Charter.

### **5. Evaluation results of the coordination between the Audit Committee and the Board of Directors, the General Director, and the shareholders**

- The Board of Directors (BOD) has authorized Mr. Hoàng Trọng Minh - Independent Member of the BOD, to directly supervise, ensuring that the Audit Committee always receives timely guidance, detailed direction, and adequate resources for its operations. At the same time, the Executive Board and various units within SCI Group have provided the Audit Committee with all necessary information, documents, and records for internal auditing. This has enabled the Audit Committee to perform its tasks well and achieve the objectives set out in the Audit Committee's operational regulations and the 2024 work plan approved by the BOD.
- The Audit Committee has reported its activities to shareholders during the annual General Shareholders' Meeting.

## **IV. OPERATIONAL ORIENTATION FOR 2025**

- Foster a sense of responsibility to continue fully performing the duties, powers, responsibilities, and achieving the objectives of the Audit Committee according to the Audit Committee's operating regulations; complete other tasks assigned by the Board of Directors (BoD) in accordance with the law, the Company's Charter, and internal governance regulations.
- Enhance supervision of the Executive Board's compliance with the law, the Company's Charter, the resolutions of the General Meeting of Shareholders, the decisions of the BoD, and the Company's internal governance regulations, rules, and procedures. Inspect and supervise the achievement of the Executive Board's objectives, plans, and tasks.
- Conduct regular audits according to the audit plan approved by the BoD and ad-hoc audits as requested by the BoD.
- Regularly inspect and supervise the activities of the company's units and make recommendations to improve the Company's governance and risk management processes.

**ON BEHALF OF THE AUDIT  
COMMITTEE  
CHAIRMAN**



**Hoang Trong Minh**





**SCI JOINT STOCK COMPANY**

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Tel: (+84-24) 3768 4495 | Email: sci@scigroup.vn | Website: www.scigroup.vn

No: 01/2025/TTr-SCI-HĐQT

Hanoi, April , 2025.

**DRAFT**

**PROPOSAL NO. 01**

**THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS**

*Subject: Approval of the General Director's Report on Business Performance in 2024 and the Business Plan for 2025.*

**To: THE GENERAL MEETING OF SHAREHOLDERS OF SCI JOINT STOCK COMPANY**

**Pursuant to:**

- *The Law on Enterprises No. 59/2020/QH14 and its guiding documents;*
- *The Law on Securities No. 54/2019/QH14, as amended and supplemented by Law No. 56/2024/QH15, passed by the National Assembly of the Socialist Republic of Vietnam on November 29, 2024, and its guiding documents;*
- *The Charter on the Organization and Operation of SCI Joint Stock Company.*

The Board of Directors of SCI Joint Stock Company respectfully submits to the Annual General Meeting of Shareholders 2025 for review and approval of the General Director's report on business performance in 2024 and the business plan for 2025.

*(Details are provided in the attached report accompanying this Proposal.)*

The Board of Directors respectfully requests the General Meeting of Shareholders to consider and approve this proposal.

**Recipients:**

- *As To;*
- *BOD.*

**ON BEHALF OF THE BOARD  
OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**



**SCI JOINT STOCK COMPANY**

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No: 02/2025/TTr-SCI-HĐQT

Hanoi, April , 2025

**DRAFT**

**PROPOSAL NO. 02**

**THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS**

*Subject: Approval of the Board of Directors' Report on Activities in 2024 and the Plan for 2025.*

**To: THE GENERAL MEETING OF SHAREHOLDERS OF SCI JOINT STOCK COMPANY**

**Pursuant to:**

- *The Law on Enterprises No. 59/2020/QH14 and its guiding documents;*
- *The Law on Securities No. 54/2019/QH14, as amended and supplemented by Law No. 56/2024/QH15, passed by the National Assembly of the Socialist Republic of Vietnam on November 29, 2024, and its guiding documents;*
- *The Charter on the Organization and Operation of SCI Joint Stock Company.*

The Board of Directors ("BOD") of SCI Joint Stock Company respectfully submits to the Annual General Meeting of Shareholders 2025 for review and approval of the BOD's report on activities in 2024 and the plan for 2025.

*(Detailed information is provided in the attached report accompanying this Proposal)*

The Board of Directors respectfully requests the General Meeting of Shareholders to consider and approve this proposal.

**Recipients:**

- *As To;*
- *BOD.*

**ON BEHALF OF THE BOARD OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**



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No: 03/2025/TTr-SCI-HĐQT

Hanoi, April , 2025.

**DRAFT**

**PROPOSAL NO. 03**

**THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS**

*Subject: Approval of the Audit Committee's Report on Activities in 2024 and Plan for 2025.*

**To: THE GENERAL MEETING OF SHAREHOLDERS OF SCI JOINT STOCK COMPANY**

**Pursuant to:**

- *The Law on Enterprises No. 59/2020/QH14 and its guiding documents;*
- *The Law on Securities No. 54/2019/QH14, as amended and supplemented by Law No. 56/2024/QH15, passed by the National Assembly of the Socialist Republic of Vietnam on November 29, 2024, and its guiding documents;*
- *The Charter on the Organization and Operation of SCI Joint Stock Company.*

The Board of Directors ("BOD") of SCI Joint Stock Company respectfully submits to the Annual General Meeting of Shareholders 2025 for review and approval of the Audit Committee's report on activities in 2024 and the plan for 2025.

*(Details are provided in the attached report accompanying this Proposal.)*

The Board of Directors respectfully requests the General Meeting of Shareholders to consider and approve this proposal.

**Recipients:**

- *As To;*
- *BOD.*

**ON BEHALF OF THE BOARD OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**



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No: 04/2025/TTr-SCI-HĐQT

Hanoi, April , 2025.

**DRAFT**

**PROPOSAL NO. 04**

**THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS**

*Subject: Approval of the Audited Separate and Consolidated Financial Statements for 2024*

**To: THE GENERAL MEETING OF SHAREHOLDERS OF SCI JOINT STOCK COMPANY**

**Pursuant to:**

- *The Law on Enterprises No. 59/2020/QH14 and its guiding documents;*
- *The Law on Securities No. 54/2019/QH14, as amended and supplemented by Law No. 56/2024/QH15, passed by the National Assembly of the Socialist Republic of Vietnam on November 29, 2024, and its guiding documents;*
- *The Charter on the Organization and Operation of SCI Joint Stock Company.*
- *The Company's Separate and Consolidated Financial Statements have been audited by the Branch of MOORE AISC Auditing and Informatics Services Company Limited.*

The Board of Directors of SCI Joint Stock Company respectfully submits to the General Meeting of Shareholders for approval the Separate and Consolidated Financial Statements for the year 2024, which have been audited by the Branch of MOORE AISC Auditing and Informatics Services Company Limited.

These reports have been publicly disclosed in accordance with regulations and are fully available on the website of SCI Joint Stock Company at the following address:

<https://scigroup.vn/quan-he-co-dong#bao-cao-tai-chinh>

The Board of Directors respectfully submits this for the General Meeting of Shareholders' consideration and approval.

**Recipients:**

- *As To;*
- *BOD.*

**ON BEHALF OF THE BOARD OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**



**DRAFT**

**PROPOSAL NO. 05**

**2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS**

*Subject: Approval of the allocation of 2024 Profit after tax*

**To: GENERAL MEETING OF SHAREHOLDERS  
OF SCI JOINT STOCK COMPANY.**

**Pursuant to:**

- *The Law on Enterprises No.59/2020/QH14 and guiding documents for implementation;*
- *The Law on Securities No.54/2019/QH14, amended and supplemented by the Law No.56/2024/QH15 approved by the National Assembly of the Socialist Republic of Vietnam on November 29, 2024, and guiding documents for implementation;*
- *The Decree No. 155/2020/ND-CP approved by the Government on December 31, 2020, and guiding documents for implementation;*
- *The current Charter of the SCI Joint Stock Company;*
- *Based on the 2024 business performance and the audited financial statements in 2024.*

The Board of Directors of SCI Joint Stock Company respectfully submit to the General Meeting of Shareholders with the proposal on the allocation of profit after tax as follows:

No.	Content	Portion	Value (VND)
1	<b>Profit before tax</b>		<b>57,684,758,577</b>
2	Payable corporate income tax		940,233,809
3	<b>Profit after tax (3)=(1)-(2)</b>		<b>56,744,524,768</b>
4	Deductions on profit after tax		0
5	<b>Appropriation of profit (5)=(3)-(4)</b>		<b>56,744,524,768</b>
6	Appropriation of corporate funds		
-	Investment and development fund		0
-	Welfare fund	0%	0
-	Bonus fund	0%	0
7	<b>Remaining profit of 2024 after appropriation of funds</b>		<b>56,744,524,768</b>
8	Undistributed profit of the previous year		178,352,687,508
9	<b>Total remaining profit (9)=(7)+(8)</b>		<b>235,097,212,276</b>



10	Dividend payout in 2024 as shares <i>(Details are according to Proposal No. .../2025/TTr-SCI-HDQT approval the plan for issuing shares to pay dividends in 2024)</i>	5% VDL	49,567,160,000
11	<b>Remaining profit transferred to the following year: (11)=(9)-(10) (*)</b>		185,530,052,276

(\*) The remaining profit shall be used as source of ensuring capital for the business and investment of the Company.

The Board of Directors respectfully submit to the General Meeting of Shareholders for consideration and approval./.

**Receive:**

- As To;
- Retained at BOD.

**ON BEHALF OF THE BOARD OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**





**DRAFT**

**PROPOSAL NO. 06**

**ANNUAL GENERAL MEETING OF SHAREHOLDERS IN 2025**

*Subject: Approval of the remuneration of the Board of Directors in 2024 and the remuneration plan of the Board of Directors in 2025*

**To: GENERAL MEETING OF SHAREHOLDERS  
OF SCI JOINT STOCK COMPANY.**

**Pursuant to:**

- *The current Charter of the SCI Joint Stock Company;*
- *Based on the 2024 business performance; The audited financial statements in 2024; Business plan in 2025.*

The Board of Directors (BOD) of SCI Joint Stock Company respectfully submit to the 2025 Annual General Meeting of Shareholders for consideration and approval of the total remuneration of the Board of Directors in 2024 and the remuneration plan of the Board of Directors for 2025 as follows:

**Settlement of remuneration of the Board of Directors in 2024**

No.	Title	People x months	Remuneration (VND/month)	Amount of remuneration for the whole year (VND)
	<b>Board of Directors</b>			<b>960,000,000</b>
1	Chairman	1 x 12	40,000,000	480,000,000
2	Member of the Board	5 x 12	8,000,000	480,000,000

**Remuneration plan of the Board of Directors in 2025**

No.	Title	People x months	Remuneration (VND/month)	Amount of remuneration for the whole year (VND)
	<b>Board of Directors</b>			<b>960.000.000</b>
1	Chairman	1 x 12	40,000,000	480,000,000
3	Member of the Board	5 x 12	8,000,000	480,000,000

The total remuneration of the Board of Directors in 2025 shall be reported to the Annual General Meeting of Shareholders of the following year.

The Board of Directors respectfully submit to the General Meeting of Shareholders for consideration and approval./.



**Receive:**

- *As To;*

- *Retained at BOD.*

**ON BEHALF OF THE BOARD OF  
DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**



No: 07/2025/TTr-SCI-HDQT

Hanoi, April 2025

**DRAFT****PROPOSAL NO. 07****ANNUAL GENERAL MEETING OF SHAREHOLDERS IN 2025***Subject: Approval of the plan for issuing shares to pay dividends of 2024***To: GENERAL MEETING OF SHAREHOLDERS  
OF SCI JOINT STOCK COMPANY.****Pursuant to:**

- *The Law on Enterprises No. 59/2020/QH14 and guiding documents for implementation;*
- *The Law on Securities No. 54/2019/QH14, amended and supplemented by Law No. 56/2024/QH15 approved by the National Assembly of the Socialist Republic of Vietnam on November 29, 2024 and guiding documents for implementation;*
- *The Decree No. 155/2020/ND-CP approved by the Government on December 31, 2020;*
- *The current Charter of SCI Joint Stock Company;*
- *The Consolidated financial statements, the Separate Financial Statements in of the Parent Company in 2024 audited by MOORE AISC Auditing and Informatics Services Company Limited.*

The Board of Directors of SCI Joint Stock Company (hereinafter referred to the Company) respectfully submits to the General Meeting of Shareholders for approval the plan for issuing shares to pay dividends of 2025 as follows:

**1. Plan to issue shares to pay dividends**

Name of issued shares	: SCI Joint Stock Company Shares
Stock type	: Ordinary shares, free-float shares
Stock code	: S99
Par value	: 10,000 VND/share
Number of shares issued	: 99,134,331 shares
Number of treasury shares	: 0 shares
Number of shares outstanding	: 99,134,331 shares
Expected number of shares issued	: 4,956,716 shares
Total value of expected shares issued at par value	: 49,567,160,000 VND



- Issuance ratio (Number of shares expected to be issued/Number of shares outstanding) : 5%, corresponding to the right exercise ratio of 20:1 (*On the last registration date to close the shareholder list to exercise the right to receive stock dividends, shareholders owning 20 shares will receive dividends of 01 newly issued share*)
- Release form : Issuing shares to pay dividends
- Issuer : Existing shareholders of SCI Joint Stock Company whose names are on the List of securities owners as of the last registration date to exercise the right to receive dividends in shares issued by the Vietnam Securities Depository and Clearing Corporation (VSDC).
- Expected capital used for issuance : From undistributed profit after tax on audited financial statements for 2024
- Expected release date : In 2025, the Board of Directors will decide on a specific time after receiving a written notice from the State Securities Commission (SSC) on receipt of full documents reporting the Company's share issuance to pay dividends.
- Rounding principles and handling of fractional shares : The number of additional shares issued to pay dividends to each shareholder will be rounded down to the nearest whole number to ensure that the total number of shares distributed does not exceed the total number of shares issued. The number of odd shares (if any) will be canceled.
- For example: Shareholder A owns 123 S99 shares on the record date to exercise the right to receive stock dividends. Shareholder A will receive dividends of:  $(123:100) \times 5 = 6.15$  shares, rounded down to the nearest unit is 6 shares. Thus, shareholder A will only receive 6 newly issued shares, the odd number will be canceled.*
- The positive difference between the total expected issuance value (calculated at par value) and the total actual issuance value (calculated at par value) to existing shareholders (if any) is retained in the Company's undistributed after-tax profit.
- Adjust information on the number of registered securities and change listing registration : The additional issued shares will be registered as additional securities at VSDC and additionally listed at the Stock Exchange in accordance with the provisions of law.

**2. Authorize the Board of Directors to carry out related work to complete the issuance of shares to pay dividends.**

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Respectfully submit to the General Meeting of Shareholders to authorize the Board of Directors to perform the following tasks:

- Choose a specific time to issue shares to pay dividends after receiving a written notice from the State Securities Commission on receipt of complete documents on issuing shares to pay dividends of the Company, decide on the time to close the shareholder list to exercise rights, ensuring compliance with legal regulations.
- Decide in detail the above stock issuance plan;
- The Board of Directors directs and assigns the General Director and relevant departments/offices to complete the dossier to report to the State Securities Commission on the issuance of shares; report the issuance results; complete the dossier to finalize the list of securities owners to exercise rights, adjust the number of securities registered at VSDC and change the listing registration at the Stock Exchange to complete the issuance of shares to pay dividends according to the plan approved by the Company's General Meeting of Shareholders.
- Authorize the Board of Directors to adjust, amend and supplement the content and sign and issue the Company Charter related to the provisions on charter capital according to the number of shares actually issued to existing shareholders; complete the documents and carry out the necessary procedures to proceed with changing the content of the Company's Business Registration Certificate and other related legal documents in accordance with the provisions of law .
- In addition to the above authorization contents, during the implementation of the issuance plan, the General Meeting of Shareholders authorizes the Board of Directors to supplement, amend and complete the issuance plan according to the requirements of the State management agency and/or in accordance with the actual situation so that the implementation of the Company's share issuance plan is legal, in accordance with regulations and ensures the highest benefits for shareholders and the Company.

The Board of Directors respectfully submits to the Company's General Meeting of Shareholders for consideration and approval./.

**Recipient:**

- As To;
- Retained at BOD.

**ON BEHALF OF THE BOARD OF  
DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**

**SUBMISSION NO. 08****ANNUAL GENERAL MEETING OF SHAREHOLDERS 2025***Re: Approval of the plan to offer additional shares to the public***To : GENERAL MEETING OF SHAREHOLDERS OF JOINT STOCK COMPANY SCI.****Base:**

- Enterprise Law No. 59/2020/QH14 was passed by the National Assembly on June 17, 2020, amended by Law No. 03/2022/QH14 passed by the National Assembly on January 11, 2022;
- Securities Law No. 54/2019/QH14 passed by the National Assembly on November 26, 2019, amended by Law No. 56/2024/QH15 passed by the National Assembly on November 29, 2024;
- Decree No. 155/2020/ND-CP was approved by the Government on December 31, 2020;
- Charter of organization and operation of SCI Joint Stock Company ;

The Board of Directors respectfully submits to the General Meeting of Shareholders for consideration and approval of the plan to offer additional shares to the public in 2025. Specifically as follows:

- 1. Approval of not implementing the plan to offer additional shares to the public to existing shareholders according to the content of the report No. 08/2024/TTr-SCI-HĐQT approved by the 2024 Annual General Meeting of Shareholders according to Resolution No. 01/2024/NQ-SCI-ĐHĐCĐ dated April 29, 2024.**
- 2. Plan to offer shares to increase charter capital in 2025:**

Stock name:	SCI Joint Stock Company Shares
Stock code:	S99
Stock type:	Common stock
Par value:	10,000 (Ten thousand) VND/share
Charter capital before offering (*) <i>(Including the number of shares issued to pay dividends in 2024)</i>	1,040,910,470,000 VND
Total number of shares outstanding before offering (*) <i>(Including the number of shares issued to pay dividends in 2024)</i>	104,091,047 shares
Number of additional shares offered to the public for existing shareholders:	Expected 52,045,523 shares

Offering ratio ( Ratio of the number of shares registered for additional offering to the total number of outstanding shares)	50%
Exercise rate	2:1
Asking price:	10,000 VND/share
Purpose of capital use:	Implement investment in 02 (two) wind power plant projects in Huong Hoa district, Quang Tri province, through SCI Quang Tri Joint Stock Company, with a total expected capacity of 56 MW.
Number of shares after offering:	Expected 156,136,570 shares
Charter capital after offering:	Estimated 1,561,365,700,000 VND

*(\*) The charter capital and number of outstanding shares before the offering are the expected numbers and may change according to the actual number issued due to the plan to handle odd shares arising in the share issuance to pay dividends in 2024 according to Submission No.: /2025/TTr-SCI-H Đ QT dated month year 2025.*

*(Attached is the detailed plan for offering shares to increase charter capital)*

### **3. The General Meeting of Shareholders authorizes the Board of Directors**

- Choose the time to implement the offering plan in accordance with the Company's needs on the basis of ensuring compliance with legal regulations .
- Decide in detail the content of the plan to offer additional shares and/or amend, supplement, or change the offering plan when necessary based on the actual situation of the Company or at the request of the competent authority to ensure the successful offering as well as the Company's capital mobilization is carried out in accordance with the law, ensuring the rights of shareholders and the Company;
- Adjust the offering ratio and the right exercise ratio accordingly to ensure that the total number of shares offered does not exceed the number of shares planned for offering . approved by the General Meeting of Shareholders in this plan (the offering ratio depends on the number of shares outstanding at the time of implementing the Share Offering Plan and the actual number of shares offered) ;
- Decide on a plan to ensure that the offering of additional shares meets the regulations on the maximum foreign ownership ratio at the Company;
- Select an underwriting organization, negotiate, sign underwriting contracts and complete procedures to underwrite the issuance of shares to increase the Company's charter capital (if necessary);
- Choose the appropriate time to finalize the exercise date and other milestones related to the implementation of the stock offering according to regulations.

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- Handling odd shares, shares that investors do not register to buy or do not pay for.
- Decide on specific capital usage plans and proactively adjust the use of collected capital, capital disbursement time, and capital usage purposes if necessary and in accordance with the actual situation of the Company;
- Implement amendments and supplements to the Company Charter (regulations on charter capital and number of shares) and related provisions in the Company Charter according to actual issuance results;
- Carry out procedures to adjust the Company's Business Registration Certificate after the end of the offering;
- Carry out necessary procedures to adjust information on the number of securities registered at the Vietnam Securities Depository and Clearing Corporation and register for listing changes at the Hanoi Stock Exchange/Vietnam Stock Exchange with the entire number of shares actually issued in accordance with the provisions of law;
- In addition to the above contents, the General Meeting of Shareholders unanimously approved the authorization for the Board of Directors to decide on all other related issues arising in the process of implementing the share offering to increase charter capital according to regulations. Depending on each specific case, the Board of Directors is assigned to the General Director to perform one or several specific tasks mentioned above .
- Other authorization contents are specified in the detailed issuance plan.

Respectfully submit to the General Meeting of Shareholders for consideration and approval.

**Recipient :**

- *As To;*
- *Retained at BOD*

**ON BEHALF OF THE BOARD  
OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**

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## PLAN TO OFFER SHARES TO INCREASE CHARTER CAPITAL

(Attached to Submission No. 08/2025/TTr-SCI-HDQT of the Board of Directors dated /04/2025)

### I. PLAN TO OFFER ADDITIONAL SHARES TO THE PUBLIC

1.1.	Number of shares offered:	52,045,523 shares
1.2.	Ratio of the number of shares expected to be offered additionally to the total number of outstanding shares:	50.00%
1.3.	Asking price:	10,000 (ten thousand) VND/share
1.4.	Total expected capital mobilized:	520,455,230,000 VND
1.5.	Offering objects:	Existing shareholders whose names are on the list of shareholders on the last registration date to exercise the right to purchase shares offered to existing shareholders provided by the Vietnam Securities Depository and Clearing Corporation (VSDC).
1.6.	Offering method:	Offer for sale to existing shareholders by exercising purchase rights.
1.7.	Exercise ratio:	2:1 ( <i>On the last registration date to close the list of shareholders to exercise the right to buy shares, shareholders owning 02 shares will have 02 rights to buy, every 02 rights to buy will be able to buy 01 additional issued share</i> )
1.8.	Transfer of purchase rights:	Existing shareholders whose names are on the list on the record date to exercise the right to purchase additional issued shares have the right to transfer their right to purchase shares to another person within the prescribed period and can only transfer once (the transferee cannot transfer to a third party). The transferor and transferee shall agree on the transfer price, pay the money and be responsible for performing the obligations as prescribed in relation to the transfer.
1.9.	Plan for handling odd shares and shares that investors do	The number of shares offered to each existing shareholder according to the exercise ratio will be

	<p>not register to buy, do not pay for, and odd shares that arise</p>	<p>rounded down to the nearest unit . The entire number of odd shares arising from rounding down to the nearest unit and the number of shares that investors do not register to buy or pay for in this offering (if any) will be assigned and authorized by the General Meeting of Shareholders to the Board of Directors to decide to sell to other entities (including shareholders of the Company who need to increase their share ownership) according to the provisions of law with the conditions of offering, conditions on rights and obligations of investors not more favorable than the conditions of offering to existing shareholders (including the offering price not lower than VND 10,000/share).</p> <p>The criteria and list of investors eligible to purchase the remaining shares are authorized by the General Meeting of Shareholders to be decided by the Board of Directors. <i>For example: At the record date for shareholders to exercise their rights, shareholder A owns 567 shares, corresponding to 567 purchase rights. At that time, shareholder A will be able to purchase an additional number of shares corresponding to: <math>(567:2) \times 1 = 283.5</math> shares, rounded down to: 283 shares.</i></p> <p>In case the time limit for distributing shares as prescribed by law (including extension period, if any) expires and the shares have not been fully distributed, the undistributed shares will be canceled and the Board of Directors will decide to end the offering.</p>
1.10.	Restrictions on transfers :	<ul style="list-style-type: none"> <li>▪ The number of shares that existing shareholders and transferees of purchase rights from existing shareholders exercise within the time specified in the public offering notice to existing shareholders (including extension period - if any) is not subject to transfer restrictions .</li> <li>▪ The number of odd shares arising during the exercise of rights shall be redistributed by the Board of Directors to other subjects without transfer restrictions as prescribed in Clause 4, Article 42 of</li> </ul>

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		<p>Decree No. 155 /2020/ND - CP dated December 31, 2020.</p> <ul style="list-style-type: none"> <li>▪ The number of shares that investors do not register to buy or do not pay for, which are redistributed by the Board of Directors to other subjects , are restricted from transfer for 01 year from the end date of the offering as prescribed in Clause 2, Article 42 of Decree No. 155/2020/ND - CP dated December 31, 2020.</li> <li>▪ The number of shares purchased by the underwriting organization according to the underwriting commitment (if any) will not be subject to transfer restrictions .</li> </ul>
1.11.	Plan to ensure that the offering of shares meets the regulations on maximum foreign ownership ratio at the Company:	The General Meeting of Shareholders authorizes the Board of Directors to develop and approve a plan to ensure that the issuance of shares meets the regulations on maximum foreign ownership ratio at the Company.
1.12.	Minimum successful offering rate	70% of total shares expected to be offered for project implementation

## II. CAPITAL USE PLAN

### 1. Amount expected to be raised from the offering

Offered Object	Number of shares offered	Offering price (VND/share)	Expected revenue (VND)
Offer for sale to existing shareholders	52,045,523	10,000	520,455,230,000

### 2. Capital utilization plan

Purpose of capital use	Amount (VND)	Capital utilization progress
Invest in 02 (two) wind power plant projects in Huong Hoa district, Quang Tri province, through SCI Quang Tri Joint Stock Company, with a total expected capacity of 56 MW.	520,455,230,000	After the end of the offering and according to the actual progress of capital use

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- The detailed plan for capital use (including detailed investment plan and capital allocation and priority for capital use from the offering) is authorized by the General Meeting of Shareholders to the Company's Board of Directors for decision.
- In case other more feasible investment opportunities arise, the General Meeting of Shareholders authorizes the Board of Directors to proactively adjust/change the purpose of using the capital raised from the offering and report to the General Meeting of Shareholders at the nearest General Meeting after changing the purpose of using the capital (if any).

**3. Solution for cases where the offering does not collect the expected amount of money**

The minimum successful offering rate is 70% of the expected capital to implement the projects. For the expected capital shortage, the Board of Directors will consider mobilizing bank loans or finding other additional funding sources to compensate in accordance with the company's business operations.

**III. THROUGH ADJUSTING INFORMATION ON THE QUANTITY OF SECURITIES REGISTERED AT VSDC, CHANGING LISTING REGISTRATION**

The General Meeting of Shareholders authorizes the Board of Directors to proactively implement and complete relevant procedures immediately after the end of the offering, including adjusting information on the number of securities registered at the Vietnam Securities Depository and Clearing Corporation and registering a change in listing for all shares offered according to the above plan at the Hanoi Stock Exchange / Vietnam Stock Exchange.

**IV. IMPLEMENTATION ORGANIZATION**

The General Meeting of Shareholders authorizes the Board of Directors to proactively carry out procedures for offering shares to increase charter capital at an appropriate time depending on the market situation and the Company's business activities , ensuring the interests of shareholders, the success of the issuance and compliance with the provisions of the Law and the Company's Charter./.

**ON BEHALF OF THE BOARD OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**





**SCI JOINT STOCK COMPANY**

3rd Floor, Tower C, Golden Palace Building, Me Tri Street, Nam Tu Liem District, Hanoi  
Tel: (+84-2 4) 3 768 4495 | Email: sci@scigroup.vn | Website : www.sci group.vn

No: 09/2025/TTr-SCI-HĐQT

Hanoi, April 2025

**DRAFT**

**PROPOSAL NO. 09**

**ANNUAL GENERAL MEETING OF SHAREHOLDERS IN 2025**

*Subject: Approval of bonus employee stock ownership plan*

**To: GENERAL MEETING OF SHAREHOLDERS  
OF SCI JOINT STOCK COMPANY.**

**Base:**

- Enterprise Law No. 59/2020/QH14 and implementing documents;
- Securities Law No. 54/2019/QH14 , amended and supplemented by Law No. 56/2024/QH15, passed by the National Assembly of the Socialist Republic of Vietnam on November 29, 2024, and implementing documents;
- Decree No. 155/2020/ND-CP was approved by the Government on December 31, 2020;
- Charter of organization and operation of SCI Joint Stock Company;

In order to motivate the Board of Directors, the Board of Management and the management staff (hereinafter referred to as “ **Key Personnel** ”) to excellently complete their tasks; Attract and retain talented, dedicated, and experienced personnel. The Board of Directors respectfully submits to the General Meeting of Shareholders for consideration and approval of the policy of issuing bonus shares to the Company’s Key Personnel as follows:

1.1	Number of shares expected to be issued with conditions	If the consolidated pre-tax profit in 2025 exceeds the plan set out in the audited 2025 Financial Statement, the Company's key personnel will be awarded a number of shares in the form of bonus shares issued under the employee stock option program. The number of shares expected to be issued will be submitted by the Board of Directors to the 2026 Shareholders' Meeting after the audited 2025 profit results are available.
1.2	Time of execution	The detailed issuance plan will be submitted to the 2026 Annual General Meeting.
1.3	Issuer	Members of the Board of Directors, members of



		the Board of Management and managers of the Company. The General Meeting of Shareholders authorizes the Board of Directors to approve the criteria and list of employees eligible to participate in the program and the principles for determining the number of shares distributed to each subject.
1.4	Implementation capital	Undistributed profit after tax on the audited 2025 separate financial statements of SCI Corporation.
1.5	Transfer restrictions	Bonus shares issued under the Company's employee stock option program (ESOP) will be subject to transfer restrictions for 01 year from the date of issuance end.
1.6	Regulations on issuing bonus shares under the employee option program	The General Meeting of Shareholders authorizes the Board of Directors to establish the ESOP Executive Board, develop regulations on issuing bonus shares under the ESOP program, clearly stipulate the standards and list of employees eligible to participate in the ESOP program, rights and obligations related (if any) to shares issued under the ESOP program, decide on the subjects eligible to participate in the program; Decide and handle issues related to ESOP and adjust changes to the program (if any) in accordance with the provisions of law.

Respectfully submit to the General Meeting of Shareholders for consideration and approval.

**Recipient :**

- As To;
- Retained at BOD.

**ON BEHALF OF THE BOARD  
OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**

No: 10/2024/TTr-SCI-HDQT

Hanoi, April 2025

## DRAFT

### SUBMISSION NO. 10

#### 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS

*Re: Approving some contents under the authority of the General Meeting of Shareholders.*

**To : GENERAL MEETING OF SHAREHOLDERS OF JOINT STOCK COMPANY SCI**

**Base:**

- Enterprise Law No. 59/2020/QH14 was passed by the National Assembly on June 17, 2020 and took effect from January 1, 2021;
- Securities Law No. 54/2019/QH14 was passed by the National Assembly on November 26, 2019 and takes effect from January 1, 2021;
- Charter of organization and operation of SCI Joint Stock Company .

Board of Directors (BOD) SCI Joint Stock Company respectfully presents to the 2025 Annual General Meeting of Shareholders ( AGM) through a number of contents under the authority of the General Meeting of Shareholders as follows:

1. The Board of Directors respectfully submits to the General Meeting of Shareholders for approval the list of 05 independent auditing companies approved by the State Securities Commission to review the semi-annual financial statements and audit the 2025 financial statements , specifically:
  - AASC Auditing Company Limited.
  - CN MOORE AISC Auditing and Informatics Services Company Limited.
  - A&C Auditing and Consulting Company Limited.
  - Vietnam Auditing and Valuation Company Limited (VAF).
  - Hanoi Auditing and Accounting Company Limited (CPA Hanoi).At the same time, authorize the Board of Directors to select 01 of the 05 above auditing companies to audit the financial statements.
2. In addition , the Board of Directors respectfully requests the General Meeting of Shareholders to approve the authorization for the Board of Directors to select an independent auditing company to assist in auditing other activities of the Company when they arise according to work requirements , specifically : Authorizing the Board of Directors to select an independent auditing company from the list of auditing organizations approved by the State Securities Commission to audit in accordance with the provisions of the Securities Law and the Law on independent auditing .
3. In order to ensure flexibility and timeliness in the Company's management and operation, as well as to meet the requirements of production and business activities, the Board of

Directors respectfully submits to the General Meeting of Shareholders for approval:

- Use assets, investments formed from projects and unfinished costs, and receivables as collateral for investment loans.
  - Approve capital contribution/establishment/purchase of shares of companies to control, merge or become subsidiaries, affiliated companies; Open representative offices, expand scale of operations; Or divest/restructure investments in subsidiaries, affiliated companies and other investments to improve capital efficiency to serve the Company's sustainable development goals.
4. Implement the content approved by the General Meeting of Shareholders in the report No. 12 / 2024 / TTr -SCI-HĐQT dated April 29 , 2024 .
- The joint venture between SCI Joint Stock Company, SCI Consulting Joint Stock Company, SCI E&C Joint Stock Company has signed a joint venture agreement and EPC contract with the content as approved by the 2024 Annual General Meeting of Shareholders to participate in the bidding package : EPC for Nam Mo 1 Hydropower Project , EPC for Nam Sam 3A Hydropower Project in Lao PDR. ( *Main content as Appendix 1 , Appendix 2 , Appendix 3 and Appendix 4 attached* ).
  - In order to flexibly adjust according to the actual situation and ensure the progress of these projects with the Investor, the Board of Directors respectfully submits to the General Meeting of Shareholders to assign the Board of Directors to negotiate, decide to sign and implement the adjustments/ supplement economic contracts / related agreements with the Investor, SCI E&C Joint Stock Company, SCI Consulting Joint Stock Company, arising during the performance of the contract, ensuring compliance with the provisions of law, the Charter and the highest legitimate interests of the Company. The implementation of these contents, the Board of Directors will report to the General Meeting of Shareholders at the nearest meeting.
5. In order to promptly seize opportunities to participate in implementing projects in the Lao PDR, the Board of Directors respectfully submits to the General Meeting of Shareholders for approval :
- Approving the draft Joint Venture Agreement between SCI Joint Stock Company and SCI E&C Joint Stock Company on participating in bidding and implementing the Bidding Packages with the main contents as attached Appendix 5. Scope of design consulting work SCI Joint Stock Company will sign a contract with SCI Consulting Joint Stock Company to implement (Consulting Contract), the main contents as attached Appendix 6 .
  - Assign the Board of Directors to negotiate and decide on the detailed terms of the Joint Venture Agreement/Consulting Contract depending on each specific bid package: Scope of work, implementation value and other contents, including adjustments and supplements to the initial signed contents ( *if any* ) to ensure compliance with the provisions of law, the Charter and the highest legitimate interests of the Company. These

detailed contents according to each specific bid package and/or contract, the Board of Directors will report to the General Meeting of Shareholders at the nearest meeting.

6. SCI Joint Stock Company, SCI E&C Joint Stock Company are negotiating with the Investor to sign contracts to implement a number of projects in Laos. The Board of Directors respectfully submits to the General Meeting of Shareholders for approval:
- 6.1 Project 1 - Nam Sannoi - Nam Xao 1 Hydropower Plant Project: Capacity 45 MW, contract value 61,699 million USD. Main contents of the contract as attached Appendix 7 .
  - 6.2 Project 2 - Nam Mo 1A Hydropower Plant Project: Capacity of about 40 MW :- 45 MW, contract value of about 62 :- 65 million USD. Main contents of the contract as attached Appendix 8 .
  - 6.3 Project 3 - In Lao PDR: Capacity of about 35 MW, contract value of about 50 :- 55 million USD. Main contents of the contract as attached Appendix 8 .
  - 6.4 Project 4: Other projects have the opportunity to be implemented, with the same implementation method as the above projects. The main content of the contract is as attached in Appendix 8 .
- Assign the Board of Directors to negotiate and decide in detail the terms, signing and implementation of economic contracts/agreements related to the Investor, SCI E&C Joint Stock Company, SCI Consulting Joint Stock Company , including adjusting the initial signed contents (if any) to ensure compliance with the provisions of law, the Charter and the highest legitimate interests of the Company, to promptly seize opportunities and implement the above projects according to the Investor's requirements. The implementation of these contents, the Board of Directors will report to the General Meeting of Shareholders at the nearest meeting.

Respectfully submit to the General Meeting of Shareholders for consideration and approval.

**Recipient :**

- *As submitted ;*
- *Save to Board of Directors .*

**ON BEHALF OF THE BOARD  
OF DIRECTORS CHAIRMAN**



**Nguyen Cong Hung**

## APPENDIX 1

### MAIN CONTENTS OF THE JOINT VENTURE AGREEMENT

#### 1 Hydropower Project )

**I. Consortium members**

1. SCI Joint Stock Company
2. SCI E&C Joint Stock Company: *A subsidiary specializing in construction and installation in the system of SCI subsidiaries.*
3. SCI Consulting Joint Stock Company: *A subsidiary specializing in construction consulting in the SCI subsidiary system.*
4. The members agree to name the consortium as: “SCI Consortium”. In this consortium agreement, the phrase “Consortium” will be understood as SCI Consortium.

**II. Assignment of responsibilities**

The Parties agree to authorize SCI Joint Stock Company to be the leading member of the consortium. The members of the consortium agree to assign responsibilities for performing the tasks under the Contract according to the table below:

TT	Name	Job content
1	SCI Joint Stock Company (Leading member of the consortium – Party A)	<ul style="list-style-type: none"> <li>- Sign all documents, papers, and memorandums to transact with the Investor during the bidding process ;</li> <li>- Preside over the negotiation process and complete the contract with the Investor together with representatives of the Parties;</li> <li>- EPC Contract Implementation Management .</li> <li>- Represent the Joint Venture to directly work with the Investor and relevant parties on the implementation of the Contract, including signing relevant documents, papers and documents.</li> <li>- The Joint Venture Representative works with Lao government agencies ( <i>Tax Authority.../.</i> ) to resolve issues related to the Contract.</li> <li>- Provide guarantees/guarantees to the Investor according to the Contract.</li> <li>- Represent the Joint Venture, issue invoices for the value of the work volume performed to the Investor and receive advances/payments from the Investor. Divide and pay the corresponding performance value to the Parties.</li> <li>- The right to retain the amount paid by the Investor to ensure the obligation to open a guarantee as required by</li> </ul>

TT	Name	Job content
		the Bank and to ensure the obligation/responsibility to the Investor under the Contract.
2	SCI Consulting Joint Stock Company (Joint venture member – Party B)	<ul style="list-style-type: none"> <li>- Topographical, geological and hydrological surveys.</li> <li>- Basic Design.</li> <li>- Detailed Design.</li> <li>- Perform the role of construction supervision of the general contractor.</li> </ul>
3	SCI E&C Joint Stock Company (Joint venture member – Party C)	<ul style="list-style-type: none"> <li>- Procurement , construction, installation, testing, commissioning and error correction of the Project according to the Contract.</li> <li>- Purchase construction insurance during construction. Purchase risk insurance for equipment and personnel involved in construction.</li> </ul>

- The Parties agree that:
- + Each Party shall be responsible under the Contract and applicable law for its scope of work. Party A (Lead Member, representing the Joint Venture) shall be responsible to the Owner for the performance of the Contract/Agreement, the members of the Joint Venture (Party B and Party C) shall be responsible to Party A and the Owner for their scope of work. For this purpose, Party A shall have the right to assign all or part of the scope of work of Party B and Party C to Party A or a third party for implementation if Party B and Party C fail to meet the work requirements under the Contract or for the common benefit of the Parties .
- + Party B and Party C are responsible for issuing invoices corresponding to the value they perform for the leading member of the consortium.
- + Construction insurance during construction, import and export, licensing and purchase of explosives, construction electricity, and mine clearance (if any) are the responsibility of SCI E&C Joint Stock Company.
- + Guarantee fees for guarantees as stipulated in the EPC Contract (Advance guarantee, contract performance guarantee, warranty guarantee) are the responsibility of SCI Joint Stock Company .
- + Corporate Income Tax (CIT) will be allocated according to the implementation rate of the Parties. Personal Income Tax (PIT): According to the personnel declaration of the Parties.

- + The exchange rate difference (if any) when Party A receives payment from the Investor and pays back to Party B and Party C will be allocated to the Parties according to the ratio of dividing the scope of work.
- + The Investor's deductions (if any) will be allocated to the Parties according to the agreement or the Party at fault in the performance of the Contract.
- + EPC Contract Value: 74,873,999 USD ( Seventy - four million , eight hundred and seventy-three thousand, nine hundred and ninety-nine USD) . The value allocated to the SCI Consortium member units is as follows:

<b>TT</b>	<b>SCI Joint Venture</b>		<b>Allocation ratio</b>	<b>Allocation value</b>
1	SCI Joint Stock Company	Leading member of the consortium	4% Total EPC Contract Value	2. 994 . 960 USD
2	SCI Consulting Joint Stock Company	Joint Venture Member	96% Total Consulting Value	1. 509 . 312 USD
3	SCI E&C Joint Stock Company	Joint Venture Member	96% Total value of construction and equipment	70 . 369 . 727 USD
	<b>TOTAL</b>			<b>74 . 873 . 999 USD</b>

### **III. Establishment of Project Management Board**

To facilitate the management of the Contract implementation in case the Investor awards the contract, the Parties agree:

- Establish a Project Management Board under the leading member of the consortium - SCI Joint Stock Company; operate according to the functions and tasks assigned by SCI Joint Stock Company, with its own seal.
- The Parties have the right to send personnel to join the Executive Board. The organizational structure of the Executive Board includes:
  - + 01 Director of Executive Board. From 01 -:- 03 Deputy Directors of the Executive Board.
  - + Functional departments.
  - + The Executive Board representing the leading member of the consortium (SCI Joint Stock Company) and the SCI Consortium exchanges and signs documents/papers with the Investor/Representative of the Investor, the Consultant

and relevant parties to implement the Contract work at the Construction Site such as: Receiving instructions from the Investor, Handing over the site, Acceptance documents/payment milestones, submitting to Subcontractors, suppliers, meeting minutes, reports.../.

- + Representing the leading member of the consortium (SCI Joint Stock Company) and the SCI Consortium to exchange and sign documents/papers with individuals and competent authorities of the Lao and Vietnamese Governments to implement and resolve tasks related to the Project such as: Residential communities in the Project area, authorities at the Commune, District, Provincial, Ministry levels, Forestry agencies, police agencies, customs agencies, etc./.
- + Perform other tasks assigned by SCI Joint Stock Company under the authority of the Head Member of the consortium or the SCI Consortium.

## **APPENDIX 2**

### **MAIN CONTENTS OF EPC CONTRACT OF NAM MO 1 HYDROELECTRIC PROJECT**

**Signed between the Consortium of SCI Joint Stock Company, SCI E&C Joint Stock Company, SCI Consulting Joint Stock Company (Hereinafter referred to as SCI Consortium) and Phongsubthavy Group LLC (Investor).**

Project Name : Nam Mo 1  
Hydropower Plant  
LM capacity : 60 MW + 2 % COL  
Number of units : 02 units

Location : Xiengkhuang Province, Lao People's Democratic Republic

Investor : Phongsubthavy Group Sole Co., Ltd, is a company established under the laws of the Lao People's Democratic Republic and has its main business location at 88, Nongbeuk-Tay Commune, Sikhottabong District, Vientiane Capital, Lao PDR.

(Hereafter Nam Mo 1 Hydropower Company Limited , is a limited liability company established and registered under the laws of the Lao People's Democratic Republic, Tax Code: 01-00032135 and headquartered at No. 88, Nongbeuk-Tay Commune, Sikhottabong District, Vientiane Capital, Lao People's Democratic Republic)

#### **1. Content and scope of work**

- Survey, design, purchase, construction, installation, testing, trial run and error correction (if any) of Nam Mo 1 Hydropower Project (excluding the line from Nam Mo 1 Substation to the connection point) in Xieng Khouang province, Lao People's Democratic Republic.
- Assign the main responsibilities of the members of the Joint Venture as stated in [Main contents of the Joint Venture Agreement] attached to this Submission.

**2. Location and progress of implementation**

- Construction site: Xiengkhuang Province, Lao People's Democratic Republic.
- Construction progress and schedule: Completion time is 39.5 from the Work Commencement Date, plus any extensions as may be provided in the contract.

**3. Contract Value, Advance and Payment**

- The Contract Price is: US\$74,873,999 (Seventy-four million, eight hundred and seventy-three thousand, nine hundred and ninety-nine US Dollars) (excluding Value Added Tax VAT).
- The advance payment is worth USD 7,487,399.90 equivalent to 10% of the Contract Price. The advance payment will be divided into 2 installments, each installment is worth USD 3,743,699.95 equivalent to 5% of the Contract Price.
- The Investor and the Contractor will agree and confirm the monthly completion value according to the payment milestones. The Investor will pay the Contractor up to 97% of the value according to the payment milestones. The remaining 3% will be paid upon completion of the handover of the project for use.
- The Contract Price is stated in USD, the payment currency is USD and LAK. 90% of the Contract Price is paid in USD, 10% of the Contract Price is paid in LAK.

**4. Damages due to delay**

If the Contractor fails to complete the entire Work, and the COD date does not occur within the specified time, the Contractor shall pay to the Employer a Delay Liquidated Damages in an amount equal to the Employer's revenue from the sale of electricity if there had been no delay. For the avoidance of doubt, this delay liquidated damage is independent of the liquidated damages as provided in the EPC Contract Agreement. However, the value of the liquidated damages shall not exceed 8% of the Contract Price.

**5. Contract Bonus**

In the event that the Contractor completes the entire Work early, and the COD date occurs earlier than the date specified in the EPC Contract Agreement, the Employer shall pay the Contractor a bonus equal to 20% of the Employer's revenue from the early sale of electricity for that early commercial operation period. However, the total value of the Bonus shall not exceed 8% of the Contract Price.

**6. Minimum requirements**

- The Contractor hereby undertakes that the NM1 Plant shall be suitably designed and constructed to ensure that upon completion of the Trial Deployment and during its operation, the NM1 Plant shall have an installed capacity of 60MW + 2% continuous overload (2 Units x 30MW/Unit + 2% continuous overload=61.2 MW) (hereinafter referred to as "Required Installed Capacity"). In addition, the Contractor warrants that two Units can be operated for 36 hours continuously and one Unit can be operated for 72 hours continuously provided that the reservoir is full of water.
- The Contractor hereby undertakes that the NM1 Plant can generate a minimum output of 230 GWh of electricity per year, provided that the average annual water inflow is 30 m<sup>3</sup>/s and the Owner strictly complies with the operating procedures prepared by the Contractor.

- In case the NM1 Plant cannot generate electricity as above or does not meet the required installed capacity, the Contractor must perform (or hire to perform) the adjustment, improvement, redesign, repair or re-construction of the NM1 Plant to meet the Minimum Requirements. If after adjustment, improvement, re-design, repair or construction, it still does not meet the required installed capacity. The Contractor must pay the Investor a compensation of:
- The difference between the total Project revenue that the Investor would have received or earned from the sale of electricity if the NM1 Plant had met the required installed capacity, and the actual revenue earned from the sale of electricity multiplied by the number of years of concession.
- The Project revenue that the Investor would have received or obtained will be calculated in accordance with the tariff schedule provided in the Project's power purchase agreement.
- For the avoidance of doubt, this compensation shall be separate from the compensation for delay.

## APPENDIX 3

### MAIN CONTENTS OF THE JOINT VENTURE AGREEMENT

#### (Implementation of Nam Sam 3A hydropower project)

#### IV. Consortium members

1. SCI Joint Stock Company
2. SCI E&C Joint Stock Company: *A subsidiary specializing in construction and installation in the system of SCI subsidiaries.*
3. SCI Consulting Joint Stock Company: *A subsidiary specializing in construction consulting in the SCI subsidiary system.*
4. The members agree to name the consortium as: “SCI Consortium”. In this consortium agreement, the phrase “Consortium” will be understood as SCI Consortium.

#### V. Assignment of responsibilities

The Parties agree to authorize SCI Joint Stock Company to be the leading member of the consortium. The members of the consortium agree to assign responsibilities for performing the tasks under the Contract according to the table below:

TT	Name	Job content
1	SCI Joint Stock Company (Leading member of the consortium – Party A)	<ul style="list-style-type: none"><li>- Sign all documents, papers, and memorandums to transact with the Investor during the bidding process ;</li><li>- Preside over the negotiation process and complete the contract with the Investor together with representatives of the Parties;</li><li>- EPC Contract Implementation Management .</li><li>- Represent the Joint Venture to directly work with the Investor and relevant parties on the implementation of the Contract, including signing relevant documents, papers and documents.</li><li>- The Joint Venture Representative works with Lao government agencies ( <i>Tax Authority.../.</i> ) to resolve issues related to the Contract.</li><li>- Provide guarantees/guarantees to the Investor according to the Contract.</li><li>- Represent the Joint Venture, issue invoices for the value of the work volume performed to the Investor and receive advances/payments from the Investor. Divide and pay the corresponding performance value to the Parties.</li><li>- The right to retain the amount paid by the Investor to ensure the obligation to open a guarantee as required by</li></ul>

TT	Name	Job content
		the Bank and to ensure the obligation/responsibility to the Investor under the Contract.
2	SCI Consulting Joint Stock Company (Joint venture member – Party B)	<ul style="list-style-type: none"> <li>- Topographical, geological and hydrological surveys.</li> <li>- Basic Design.</li> <li>- Detailed Design.</li> <li>- Perform the role of construction supervision of the general contractor.</li> </ul>
3	SCI E&C Joint Stock Company (Joint venture member – Party C)	<ul style="list-style-type: none"> <li>- Procurement , construction, installation, testing, commissioning and error correction of the Project according to the Contract.</li> <li>- Purchase construction insurance during construction. Purchase risk insurance for equipment and personnel involved in construction.</li> </ul>

- The Parties agree that:
- + Each Party shall be responsible under the Contract and applicable law for its scope of work. Party A (Lead Member, representing the Joint Venture) shall be responsible to the Owner for the performance of the Contract/Agreement, the members of the Joint Venture (Party B and Party C) shall be responsible to Party A and the Owner for their scope of work. For this purpose, Party A shall have the right to assign all or part of the scope of work of Party B and Party C to Party A or a third party for implementation if Party B and Party C fail to meet the work requirements under the Contract or for the common benefit of the Parties .
- + Party B and Party C are responsible for issuing invoices corresponding to the value they perform for the leading member of the consortium.
- + Construction insurance during construction, import and export, licensing and purchase of explosives, construction electricity, and mine clearance (if any) are the responsibility of SCI E&C Joint Stock Company.
- + Guarantee fees for guarantees as stipulated in the EPC Contract (Advance guarantee, contract performance guarantee, warranty guarantee) are the responsibility of SCI Joint Stock Company .
- + Corporate Income Tax (CIT) will be allocated according to the implementation rate of the Parties. Personal Income Tax (PIT): According to the personnel declaration of the Parties.

- + The exchange rate difference (if any) when Party A receives payment from the Investor and pays back to Party B and Party C will be allocated to the Parties according to the ratio of dividing the scope of work.
- + The Investor's deductions (if any) will be allocated to the Parties according to the agreement or the Party at fault in the performance of the Contract.
- + EPC Contract Value: US\$62,974,000 (Sixty-two million, nine hundred and seventy-four thousand US dollars). The value allocated to SCI Consortium member units is as follows:

<b>TT</b>	<b>SCI Joint Venture</b>		<b>Allocation ratio</b>	<b>Allocation value</b>
1	SCI Joint Stock Company	Leading member of the consortium	4% Total EPC Contract Value	2,518,960 USD
2	SCI Consulting Joint Stock Company	Joint Venture Member	96% Total Consulting Value	1,131,840 USD
3	SCI E&C Joint Stock Company	Joint Venture Member	96% Total value of construction and equipment	59,323,200 USD
	<b>TOTAL</b>			<b>62,974,000 USD</b>

## **VI. Establishment of Project Management Board**

To facilitate the management of the Contract implementation in case the Investor awards the contract, the Parties agree:

- Establish a Project Management Board under the leading member of the consortium - SCI Joint Stock Company; operate according to the functions and tasks assigned by SCI Joint Stock Company, with its own seal.
- The Parties have the right to send personnel to join the Executive Board. The organizational structure of the Executive Board includes:
  - + 01 Director of Executive Board. From 01 -:- 03 Deputy Directors of the Executive Board.
  - + Functional departments.
  - + The Executive Board representing the leading member of the consortium (SCI Joint Stock Company) and the SCI Consortium exchanges and signs documents/papers with the Investor/Representative of the Investor, the Consultant and relevant parties to implement the Contract work at the Construction Site such

as: Receiving instructions from the Investor, Handing over the site, Acceptance documents/payment milestones, submitting to Subcontractors, suppliers, meeting minutes, reports.../.

- + Representing the leading member of the consortium (SCI Joint Stock Company) and the SCI Consortium to exchange and sign documents/papers with individuals and competent authorities of the Lao and Vietnamese Governments to implement and resolve tasks related to the Project such as: Residential communities in the Project area, authorities at the Commune, District, Provincial, Ministry levels, Forestry agencies, police agencies, customs agencies, etc./.
- + Perform other tasks assigned by SCI Joint Stock Company under the authority of the Head Member of the consortium or the SCI Consortium.

## **APPENDIX 4**

### **MAIN CONTENTS OF EPC CONTRACT**

#### **NAM SAM 3A HYDROPOWER PROJECT**

**Signed between the Consortium of SCI Joint Stock Company, SCI E&C Joint Stock Company, SCI Consulting Joint Stock Company (Hereinafter referred to as SCI Consortium) and Nam Sam 3A Power Sole Company Limited (Investor).**

Project Name : Nam	Sam	3A
Hydropower Plant		
LM capacity : 45	MW	+ 2 %
COL		
Number of units		: 02 units
Location	: Houaphanh Province, Lao People's Democratic Republic	
Investor	: Nam Sam 3A Power Sole Company Limited, is a company established under the laws of the Lao People's Democratic Republic and has its main business location at 88, Nongbeuk-Tay Commune, Sikhottabong District, Vientiane Capital, Lao PDR.	

#### **7. Content and scope of work**

- Survey, design, procurement, construction, installation, testing, trial run and error correction (if any) of Nam Sam 3A Hydropower Project (excluding the transmission line from Nam Sam 3A Substation to Nam Sam 3 Substation) in Houaphanh province, Lao People's Democratic Republic.
- Assign the main responsibilities of the members of the Joint Venture as stated in [Main contents of the Joint Venture Agreement] attached to this Submission.

#### **8. Location and progress of implementation**

- Construction site: Houaphanh Province, Lao People's Democratic Republic.
- Construction progress and schedule: Completion time is 39.5 from the Work Commencement Date, plus any extensions as may be provided in the contract.

#### **9. Contract Value, Advance and Payment**

- The Contract Price is: US\$62,974,000 (Sixty-two million, nine hundred and seventy-four thousand US dollars) (excluding Value Added Tax VAT).
- The advance payment is worth USD 6,297,400, equivalent to 10% of the Contract Price. The advance payment will be divided into 2 installments, each installment is worth USD 3,148,700, equivalent to 5% of the Contract Price.
- The Investor and the Contractor will agree and confirm the monthly completion value according to the payment milestones. The Investor will pay the Contractor up to 97% of the value according to the payment milestones. The remaining 3% will be paid upon completion of the handover of the project for use.
- The Contract Price is stated in USD, the payment currency is USD and LAK. 90% of the Contract Price is paid in USD, 10% of the Contract Price is paid in LAK.

**10. Damages due to delay**

If the Contractor fails to complete the entire Work, and the COD date does not occur within the specified time, the Contractor shall pay to the Employer a Delay Liquidated Damages in an amount equal to the Employer's revenue from the sale of electricity if there had been no delay. For the avoidance of doubt, this delay liquidated damage is independent of the liquidated damages as provided in the EPC Contract Agreement. However, the value of the liquidated damages shall not exceed 8% of the Contract Price.

**11. Contract Bonus**

In the event that the Contractor completes the entire Work early, and the COD date occurs earlier than the date specified in the EPC Contract Agreement, the Employer shall pay the Contractor a bonus equal to 20% of the Employer's revenue from the early sale of electricity for that early commercial operation period. However, the total value of the Bonus shall not exceed 8% of the Contract Price.

**12. Minimum requirements**

- The Contractor hereby undertakes that the NS3A Plant shall be suitably designed and constructed to ensure that upon completion of the Trial Implementation and during its operation, the Nam Sam 3A Plant shall have an installed capacity of 45MW + 2% continuous overload (2 Units x 22.5MW/Unit + 2% continuous overload=45.9 MW) (hereinafter this shall be referred to as "Required Installed Capacity").
- The Contractor hereby undertakes that the NS3A Plant can generate a minimum output of 192.5 GWh of electricity per year, provided that the average annual inflow of water is 40 m<sup>3</sup>/s and the Owner strictly complies with the operating procedures prepared by the Contractor.
- In case the Nam Sam 3A Plant cannot generate electricity as above or does not meet the required installed capacity, the Contractor must perform (or hire to perform) the adjustment, improvement, redesign, repair or re-construction of the NS3A Plant to meet the Minimum Requirements. If after adjustment, improvement, re-design, repair or construction, it still does not meet the required installed capacity. The Contractor must pay the Investor a compensation of:
- The difference between the total Project revenue that the Investor would have received or obtained from the sale of electricity if the NS3A Plant had met the

required installed capacity, and the actual revenue obtained from the sale of electricity multiplied by the number of years of concession.

- The Project revenue that the Investor would have received or obtained will be calculated in accordance with the tariff schedule provided in the Project's power purchase agreement.
- For the avoidance of doubt, this compensation shall be separate from the compensation for delay.

## APPENDIX 5

### MAIN CONTENTS OF THE JOINT VENTURE AGREEMENT ( Signing contracts to implement a number of projects in Laos)

#### VII. Consortium members

1. SCI Joint Stock Company
2. SCI E&C Joint Stock Company: *A subsidiary specializing in construction and installation in the system of SCI subsidiaries.*
3. The members agree to name the consortium as: “SCI Consortium”. In this consortium agreement, the phrase “Consortium” will be understood as SCI Consortium.

#### VIII. Assignment of responsibilities

The Parties agree to authorize SCI Joint Stock Company to be the leading member of the consortium. The members of the consortium agree to assign responsibilities for performing the tasks under the Contract according to the table below:

TT	Name	Job content
1	SCI Joint Stock Company  (Leading member of the consortium – Party A)	<ul style="list-style-type: none"> <li>- Sign all documents, papers, and memorandums to transact with the Investor during the bidding process ;</li> <li>- Preside over the negotiation process and complete the contract with the Investor together with representatives of the Parties;</li> <li>- EPC Contract Implementation Management .</li> <li>- Represent the Joint Venture to directly work with the Investor and relevant parties on the implementation of the Contract, including signing relevant documents, papers and documents.</li> <li>- The Joint Venture Representative works with Lao government agencies ( <i>Tax Authority.../.</i> ) to resolve issues related to the Contract.</li> <li>- Provide guarantees/guarantees to the Investor according to the Contract.</li> <li>- Represent the Joint Venture, issue invoices for the value of the work volume performed to the Investor and receive advances/payments from the Investor. Divide and pay the corresponding performance value to the Parties.</li> <li>- The right to retain the amount paid by the Investor to ensure the obligation to open a guarantee as required by the Bank and to ensure the obligation/responsibility to the Investor under the Contract.</li> </ul>

TT	Name	Job content
		<ul style="list-style-type: none"> <li>- Consulting work:</li> <li>+ Topographical, geological and hydrological surveys.</li> <li>+ Basic Design.</li> <li>+ Detailed Design.</li> <li>+ Perform the role of construction supervision of the general contractor.</li> </ul>
2	SCI E&C Joint Stock Company (Joint venture member – Party B)	<ul style="list-style-type: none"> <li>- Procurement , construction, installation, testing, commissioning and error correction of the Project according to the Contract.</li> <li>- Buy construction insurance during construction . Buy risk insurance for equipment and personnel participating in construction.</li> </ul>

- The Parties agree that:
- + Each Party shall be responsible under the Contract and applicable law for its scope of work. Party A (Lead Member, representing the Joint Venture) shall be responsible to the Owner for the performance of the Contract/Agreement, Party B shall be responsible to Party A and the Owner for its scope of work. For this purpose, Party A shall have the right to assign all or part of the scope of work of Party B to Party A or a third party for implementation if Party B fails to meet the requirements of the Contract or for the common benefit of the Parties .
- + Party B is responsible for issuing corresponding invoices for the value it performs to the leading member of the consortium.
- + Construction insurance during construction, import and export, licensing and purchase of explosives, construction electricity, and mine clearance (if any) are the responsibility of Party B.
- + The guarantee fee for the guarantees as stipulated in the EPC Contract (Advance guarantee, contract performance guarantee, warranty guarantee) is the responsibility of Party A.
- + Corporate Income Tax (CIT) will be allocated according to the implementation rate of the Parties. Personal Income Tax (PIT): According to the personnel declaration of the Parties.
- + The exchange rate difference (if any) when Party A receives payment from the Investor and pays back to Party B will be allocated to the Parties according to the ratio of dividing the scope of work.
- + The Investor's deductions (if any) will be allocated to the Parties according to the agreement or the Party at fault in the performance of the Contract.

- + The value for the scope of work of the Parties will be calculated and added to the Joint Venture Agreement after the negotiation is completed, the Investor awards the bid and signs the Contract. Depending on the specific nature of each Bid Package, the Parties will agree on the cost ratio of Party A and the Parties.

#### **IX. Establishment of Project Management Board**

To facilitate the management of the Contract implementation in case the Investor awards the contract, the Parties agree:

- Establish a Project Management Board under the leading member of the consortium - SCI Joint Stock Company; operate according to the functions and tasks assigned by SCI Joint Stock Company, with its own seal.
- The Parties have the right to send personnel to join the Executive Board. The organizational structure of the Executive Board includes:
  - + 01 Director of Executive Board.
  - + From 01 -:- 03 Deputy Directors of the Executive Board.
  - + Functional departments.
  - + The Executive Board representing the leading member of the consortium (SCI Joint Stock Company) and the SCI Consortium exchanges and signs documents/papers with the Investor/Representative of the Investor, the Consultant and relevant parties to implement the Contract work at the Construction Site such as: Receiving instructions from the Investor, Handing over the site, Acceptance documents/payment milestones, submitting to Subcontractors, suppliers, meeting minutes, reports.../.
  - + Representing the leading member of the consortium (SCI Joint Stock Company) and the SCI Consortium to exchange and sign documents/papers with individuals and competent authorities of the Lao and Vietnamese Governments to implement and resolve tasks related to the Project such as: Residential communities in the Project area, authorities at the Commune, District, Provincial, Ministry levels, Forestry agencies, police agencies, customs agencies, etc./.
  - + Perform other tasks assigned by SCI Joint Stock Company under the authority of the Head Member of the consortium or the SCI Consortium.

## APPENDIX 6 MAIN CONTENT OF CONSULTING CONTRACT

**Signed between SCI Joint Stock Company (Party A) and SCI Consulting Joint Stock Company (Party B).**

### **1. Content and scope of work**

- Survey and design projects for EPC projects that SCI Joint Venture won. Main scope of work includes:
  - + Topographical , geological and hydrological surveys .
  - + Basic Design.
  - + Detailed Design.
  - + Perform the role of construction supervision of the general contractor.
- Participate in meetings related to contract contents when convened by Party A during the implementation of contract contents;
- Party B is ultimately responsible for its consulting products. Party B is responsible for protecting, explaining documents, records, amending, supplementing, completing records, and contract products before Party A/the Investor's Supervision Consultant/Investor and Lao Government Agencies [DEM] until approval.
- Participate in acceptance of construction and installation stages, equipment test run acceptance, acceptance of completed items and the entire project when requested by Party A.

### **2. Location and progress of implementation**

- Construction site: Lao People's Democratic Republic.
- Construction progress and plan: Progress complies with the progress and construction plan agreed with the Investor.

### **3. Contract Value, Advance and Payment**

#### **3.1. Contract Value**

- The value for the scope of work of Party B will be calculated and agreed upon depending on the specific nature of each bid package.

#### **3.2. Advances and Payments**

- Advance payment: Party A will make an advance payment to Party B according to the Investor's advance payment ratio to Party A within 30 days from the date Party A receives the Investor's advance payment.
- Payment: Party A shall pay the contractor according to the work completion milestones, in accordance with the project implementation progress.
- Price is specified in Vietnamese Dong, the payment currency is VND.

### **4. Damages due to delay**

If the Contractor fails to complete the entire Work, and the COD date does not occur within the specified time, the Contractor shall pay to the Employer a Delay Liquidated Damages in an amount equal to the Employer's revenue from the sale of electricity if there had been no delay. For the avoidance of doubt, this delay liquidated damage is independent of the liquidated damages as provided in the

EPC Contract Agreement. However, the value of the liquidated damages shall not exceed 8% of the Contract Price.

#### **5. Contract bonuses and penalties**

- Contract Bonus: Applied according to the provisions of the contract *between Party A (SCI Joint Venture) and the Investor* . The bonus rate will be allocated according to the scope of work of Party B.
- If Party B is behind schedule (compared to the schedule agreed with Party A ) not due to Party A 's fault , then for each day of delay for each milestone, Party B will be fined 10,000,000 VND (Ten million VND for one day of delay).
- For Party A : If payment is late to the contractor according to the provisions of the Contract, it must compensate the contractor according to the mobilization interest rate applied to the first day of late payment announced by the Commercial Bank where the contractor opens an account from the first day of late payment until Party A fully pays the Contractor.
- The imposition of penalties shall not affect Party B's liability for compensation for each breach. Fines and compensation for breach of contract shall not reduce Party B's obligation to continue to perform the Contract.
- Party B is also responsible for compensating Party A for damages based on the provisions of the Contract between Party A (SCI Joint Venture) and the Investor for the scope of work assigned by Party A to Party B.

**APPENDIX 7**  
**MAIN CONTENT OF NAM SANNOI – NAM XAO 1 CONTRACT**

**Signed between the Consortium of SCI Joint Stock Company, SCI E&C Joint Stock Company (Hereinafter referred to as SCI Consortium) and Nam Sannoi - Nam Xao 1 Energy Company Limited (Investor).**

Project Name : Nam Sannoi - Nam Xao 1 Hydropower Plant

LM capacity : 45 MW

Number of units : 02 units

Location : Xieng Khouang Province, Lao People's Democratic Republic

Investor : Nam Sannoi - Nam Xao 1 Energy Company Limited, is a Company established under the laws of the Lao People's Democratic Republic and has its main business location at 88, Nongbeuk-Tay Commune, Sikhottabong District, Vientiane Capital, Lao PDR.

**6. Content and scope of work**

- Survey, design, procurement, construction, installation, testing, trial run and error correction (if any) of Nam Sannoi - Nam Xao 1 hydropower plant in Houaphanh province , Lao People's Democratic Republic.
- Assign the main responsibilities of the members of the Joint Venture as drafted in Appendix 5 [Main contents of the Joint Venture Agreement] attached to this Submission.

**7. Location and progress of implementation**

- Construction site: Xieng Khouang Province, Lao People's Democratic Republic.
- Construction progress and plan: Estimated completion milestone is 40 -:- 45 months. Progress complies with the progress and construction plan agreed with the Investor.

**8. Contract Value, Advance and Payment**

**3.3. Contract Value**

- Contract value approximately: 60 -:- 65 million USD

**3.4. Advances and Payments**

a) Advance:

- The Employer will advance the Contractor 10% of the Contract Price. The advance payment will be divided into 2 installments, each installment is equivalent to 5% of the Contract Price. The entire advance payment will be deducted from the payment installments.

b) Pay:

- The Investor and the Contractor will agree and confirm the monthly completion value according to the payment milestones. The Investor will pay the Contractor up to 97% of the value according to the payment milestones. The remaining 3% will be paid upon completion of the handover of the project for use.
- Price is stated in USD, the payment currency is USD and LAK.

**9. Contract Guarantee**

The Contractor shall provide the Employer with the following types of guarantees in a form acceptable to the Employer:

- Advance payment guarantee
- Contract performance guarantee
- Warranty Guarantee

**10. Damages due to delay**

If the Contractor fails to complete the entire Work, and the COD date does not occur within the specified time, the Contractor shall pay to the Employer a Delay Liquidated Damages in an amount equal to the Employer's revenue from the sale of electricity if there had been no delay. For the avoidance of doubt, this delay liquidated damage is independent of the liquidated damages as provided in the EPC Contract Agreement. However, the value of the liquidated damages shall not exceed 8% of the Contract Price.

**11. Contract Bonus**

In the event that the Contractor completes the entire Work early, and the COD date occurs earlier than the last day of the Completion Period specified in the Contract Agreement, the Employer shall pay the Contractor a bonus equal to Twenty Percent (20%) of the Employer's revenue from the sale of electricity, calculated from the actual COD date to the last day of the Completion Period. However, the total value of the Bonus shall not exceed 8% of the Contract Price.

In the event that the Contractor completes the Work earlier, and the Commercial Operation Date occurs before the last day of the Completion Period as stated above, the Contractor will receive the bonus from the Employer only after the Employer has received payment for the purchase of electricity from EVN. If the Contractor completes the Work earlier than the actual end date of the Completion Period, however EVN is unable to purchase electricity from the Employer for any reason, and the Commercial Operation Date does not occur before the last day of the Completion Period, the Contractor will not receive the bonus.

**12. Minimum requirements**

- Required installed capacity : The Contractor hereby undertakes that the Nam Sannoi – Nam Xao 1 Factory is designed and constructed to be suitable for warrant that , upon completion of the Trial Building and during its operation , the Nam Sannoi – Nam Xao 1 Plant will have an installed capacity of 45MW ( hereinafter referred to as the “ Required Installed Capacity ” )
- Minimum Power Output: The Contractor hereby undertakes that the NSNNX1 Plant can generate a minimum power output of 160.50GWh per annum, provided that the average annual water inflow is 12m<sup>3</sup>/s, and the Owner strictly complies with the operating procedures prepared by the Contractor.
- Standards: The NSNNX1 Project and Plant must comply with Lao Electricity Technical Standards (LEPTS) 2018, internationally recognized standards, Lao Dam Safety Guidelines, EVN Requirements, Applicable Laws, and other standards.
- Compensation for damages:

In case the NSNNX1 Plant cannot generate electricity as prescribed (Minimum Output Power) above or does not meet the required Installed Capacity, the Contractor must perform (or hire to perform) the work of adjusting, improving, redesigning, repairing or re-constructing the NSNNX1 Plant to meet the required Installed Capacity. If after adjustment, improvement, redesigning, repairing or re-constructing, the NSNNX1 Plant still does not meet the required Installed Capacity, the Contractor must pay the Investor a compensation of:

**The difference** *between* the total **project revenue that the Investor would have received or obtained** from the sale of electricity if the NSNNX1 Plant had met the required installed capacity, and **the actual revenue** obtained from the sale of electricity *multiplied by* the number of years of concession .

**The Project revenue that the Investor would have received or earned** will be calculated in accordance with the tariff schedule provided in the Project's power purchase agreement. To avoid any conflict, this compensation will be separate from the compensation for delay.

**APPENDIX 8**  
**MAIN CONTENTS OF THE CONTRACT FOR**  
**PROJECT 2, PROJECT 3; PROJECT 4**

**Signed between the Consortium of SCI Joint Stock Company, SCI E&C Joint Stock Company (Hereinafter referred to as SCI Consortium) and the Investor.**

**1. Content and scope of work**

Work includes: Survey, design, purchase, construction, installation, testing, trial run and error correction (if any).

Assign the main responsibilities of the members of the Joint Venture as drafted in Appendix 5 [Main contents of the Joint Venture Agreement] attached to this Submission.

**2. Location and progress of implementation**

- Construction site: Lao People's Democratic Republic.
- Construction progress and plan: Progress complies with the progress and construction plan agreed with the Investor.

**3. Contract Value, Advance and Payment**

**3.5. Contract Value**

- Estimated contract value:
  - + Project 2 - Nam Mo 1A Hydropower Plant Project: Capacity of about 40 MW - :- 45 MW, contract value of about 62 -:- 65 million USD.
  - + Project 3 - In Lao PDR: Capacity of about 35 MW, contract value of about 50 - :- 55 million USD.
  - + Project 4: Other projects have the opportunity to be implemented, with the same implementation method as the projects mentioned in this report.

**3.6. Advances and Payments**

a) Advance:

- The Investor will advance the Contractor 10% of the Contract Price. The advance payment will be divided into 2 installments, each installment is equivalent to 5% of the Contract Price.
- All Contract Advances will be deducted from the payments.

b) Pay:

- The Investor and the Contractor will agree and confirm the monthly completion value according to the payment milestones. The Investor will pay the Contractor up to 95% of the value according to the payment milestones. The remaining 5% will be paid upon completion of the handover of the project for use.
- Price is stated in USD, the payment currency is USD and LAK.

**4. Contract Guarantee**

The Contractor shall provide the Employer with the following types of guarantees in a form acceptable to the Employer:

- Advance payment guarantee
- Contract performance guarantee

- Warranty Guarantee

**5. Damages due to delay**

If the Contractor fails to complete the entire Work, and the COD date does not occur within the specified time, the Contractor shall pay to the Employer a Delay Liquidated Damages in an amount equal to the Employer's revenue from the sale of electricity if there had been no delay. For the avoidance of doubt, this delay liquidated damage is independent of the liquidated damages as provided in the EPC Contract Agreement. However, the value of the liquidated damages shall not exceed 8% of the Contract Price.

**6. Contract Bonus**

In the event that the Contractor completes the entire Work early, and the COD date occurs earlier than the last day of the Completion Period specified in the Contract Agreement, the Employer shall pay the Contractor a bonus equal to Twenty Percent (20%) of the Employer's revenue from the sale of electricity, calculated from the actual COD date to the last day of the Completion Period. However, the total value of the Bonus shall not exceed 8% of the Contract Price.

In the event that the Contractor completes the Work earlier, and the Commercial Operation Date occurs before the last day of the Completion Period as stated above, the Contractor will receive the bonus from the Employer only after the Employer has received payment for the purchase of electricity from EVN. If the Contractor completes the Work earlier than the actual end date of the Completion Period, however EVN is unable to purchase electricity from the Employer for any reason, and the Commercial Operation Date does not occur before the last day of the Completion Period, the Contractor will not receive the bonus.

**7. Minimum requirements**

- Required installed capacity : The Contractor hereby undertakes that the Factory ( ... ) is designed and constructed to be suitable for warrant that , upon completion of the Trial Plant and during its operation , the Plant ( ... ) will have an installed capacity of ( ... ) MW ( hereinafter referred to as “ Required Installed Capacity ” )
- Minimum output: The Contractor hereby undertakes that the Plant (...) can generate a minimum output of (...) MWh per year, provided that the average annual water inflow is (...) m3/s, and the Owner strictly complies with the operating procedures prepared by the Contractor.
- Standards: The Works and Plants (...) must comply with Lao Electricity Technical Standards (LEPTS) 2018, internationally recognized standards, Lao Dam Safety Guidelines, EVN Requirements, Applicable Laws, and other standards.
- Compensation for damages:  
In case the Factory (...) cannot generate electricity as prescribed (Minimum Output Power) above or does not meet the required Installed Capacity, the Contractor must perform (or hire to perform) the work of adjusting, improving, redesigning, repairing or re-constructing the Factory (...) to meet the required Installed Capacity. If after adjustment, improvement, redesigning, repairing or re-

constructing, the Factory (...) still does not meet the required Installed Capacity, the Contractor must pay the Investor a compensation of:

**The difference** *between* the total **project revenue that the Investor would have received or earned** from the sale of electricity if the Plant had met the required installed capacity, and **the actual revenue** obtained from the sale of electricity *multiplied by* the number of years of concession .

**revenue that the Investor would have received or earned** will be calculated in accordance with the tariff schedule provided in the Project's power purchase agreement. To avoid any conflict, this compensation will be separate from the compensation for delay.

# **REGULATION ON ORGANIZATION OF THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS CONDUCTED IN THE DRAFT FORM OF ONLINE MEETING**

## **Objectives of the Regulations:**

- *Ensure the principles of transparency, fairness, and democracy;*
- *Conduct the General Meeting of Shareholders according to the program of the Meeting, the Charter of Organization and Operation of SCI Joint Stock Company, and the provisions of the law.*

## **CHAPTER I. GENERAL PROVISIONS**

### **Article 1. Applicable Parties**

All shareholders and authorized representatives of shareholders who are eligible to attend, and guests of the 2025 Annual General Meeting of Shareholders of SCI Joint Stock Company, must comply with the provisions of these Regulations, the Charter of Organization and Operation of SCI Joint Stock Company, and the current laws.

### **Article 2. Scope of Application**

These regulations apply to the organization of the 2025 Annual General Meeting of Shareholders of SCI Joint Stock Company, which will be conducted online, and stipulate the method of voting via electronic ballots by shareholders at the online General Meeting of Shareholders.

### **Article 3. Definitions**

In these regulations, the following terms are known as follows:

**1. Shareholder:** A person who owns at least one share of SCI Joint Stock Company, whose name is on the list of shareholders entitled to attend the General Meeting of Shareholders as of March 5, 2025, provided by the Vietnam Securities Depository and Clearing Corporation, or a person who is duly authorized in writing by a shareholder and has been issued a login account by the company to register to attend the online General Meeting of Shareholders and vote electronically.

**2. Online General Meeting:** A form of organizing the General Meeting of Shareholders using electronic means to transmit images and sound via the internet, allowing shareholders in different locations to attend the meeting, discuss, and vote on the issues of the meeting.

**3. Venue of the Online General Meeting:** Includes the main venue and other venues. The main venue is where the Presidium attends and chairs the meeting, and other venues are where shareholders log into the EzGSM system using the login accounts provided by the company to attend the online General Meeting.

**4. Electronic Voting:** The process by which shareholders vote and elect through the EzGSM system as stipulated in these Regulations.

**5. *Electronic Means:*** Means operating based on electrical, electronic, digital, magnetic, wireless, optical, electromagnetic, or similar technology.

**6. *Online General Meeting Registration:*** The process by which shareholders use login information to access the system and register to attend the online General Meeting in accordance with these Regulations and the company's guidelines.

**7. *Login Information:*** Includes **Username** and **Password** uniquely provided by the company to each shareholder in the meeting invitation. Shareholders are responsible for maintaining the confidentiality of the login information and other identifying factors to ensure that only the shareholder has the right to use the login information to attend and vote on the system.

**8. *Session:*** The time from when a shareholder successfully logs into the System until: (i) the shareholder logs out of the System; (ii) the shareholder logs in on another device; (iii) the online General Meeting concludes; (iv) the shareholder forcefully closes the System.

**9. *System:*** The collective technical infrastructure for organizing and operating the online General Meeting and electronic voting.

**10. *System Opening Time:*** The time at which shareholders can start accessing, reading documents, registering to attend the online General Meeting, and voting on the issues to be voted on at the Meeting. The system will close access according to the announcement of the Chairman or the Meeting Organizing Committee.

## **CHAPTER II. CONTENT OF THE REGULATION**

### **Article 4. Conditions and Methods for Conducting the Online General Meeting**

1. The Board of Directors is responsible for convening the General Meeting of Shareholders in the form of an online meeting in accordance with the Charter of Organization and Operation of SCI Joint Stock Company and the current laws.

2. Shareholders registered to attend the meeting as prescribed in these Regulations form the basis for determining the attendance ratio to proceed with organizing the online General Meeting.

3. The General Meeting of Shareholders is conducted when shareholders representing more than 50% of the total voting shares are present. At the time of the opening of the Meeting, the number of shareholders is determined by the definition in Article 3.

If the required number of shareholders is not met, within 30 minutes from the scheduled start time of the Meeting, the convener will cancel the meeting. The General Meeting of Shareholders must be reconvened within 30 days from the intended date of the first meeting.

4. The system for organizing the online General Meeting and electronic voting must meet the following conditions:

- The system must be maintained safely and stably, ready to meet the connection and attendance requirements of shareholders.

- The main venue must ensure the conditions of sound, lighting, transmission lines, power sources, electronic means, and other equipment as required by the nature of the online meeting.

- Ensure information security, maintain the confidentiality of login accounts to the System. All information received and provided on the System must ensure information security principles and comply with the provisions of the Law on Cybersecurity.

- The electronic data of the online General Meeting program must be recorded, stored, and used in accordance with regulations.

#### **Article 5. Conditions for Attending the Meeting**

Shareholders of the company as listed on March 28, 2025, provided by the Vietnam Securities Depository and Clearing Corporation, have the right to attend the General Meeting of Shareholders. Shareholders may attend the meeting online, vote electronically, or authorize representatives to attend and vote on their behalf. If a shareholder is an organization holding at least 5% of the total voting shares and has more than one authorized representative attending the General Meeting, the specific number of shares and votes for each representative must be determined.

#### **Article 6. Guests at the Main Venue of the Online General Meeting**

Includes individuals holding management positions of SCI Joint Stock Company, representatives of state management agencies, and representatives of the audit firm.

#### **Article 7. Rights and Obligations of Shareholders**

- Attend the online General Meeting and vote on all issues of the Meeting according to the Charter of Organization and Operation of SCI Joint Stock Company, these Regulations, and the guidelines on the website: <http://www.scigroup.vn>

- Have the right to express opinions and discuss at the Meeting as stipulated in Article 15 of these Regulations.

- Comply with the chairing board's direction, not causing disorder or disturbance during the Meeting.

- Register accurate mobile phone numbers, contact addresses, and email addresses to receive invitations and/or instructions for registering to attend the online General Meeting and electronic voting. Shareholders are fully responsible for the accuracy of the registered information. In case of needing adjustments or guidance, shareholders should contact the organizing committee at the phone number provided in the Invitation/Notification letter.

- Shareholders must prepare and use appropriate online meeting devices with internet connectivity to ensure they can follow the proceedings of the online General Meeting.

- All electronic voting results of shareholders are considered their will. Voting results via electronic methods have full legal validity as voting at a physical meeting.

- Use the login information provided by the company to access, attend, and vote electronically on all voting contents of the Meeting. Shareholders are responsible and cannot complain if they leave the system for any reason or allow others to use their login

information to access the System during the Meeting from the time the System opens for registration, discussion, and voting until it closes.

- Maintain the confidentiality of their login information to ensure only shareholders have the right to attend and vote electronically on the system. The company will provide maximum support to ensure shareholders can attend and vote at the General Meeting but is not responsible for issues arising from shareholders losing their login information. In case of authorizing attendance, shareholders and authorized representatives are responsible for the authorization and electronic voting results according to the provided login information.

- If shareholders who have registered to attend the online General Meeting are unable to continuously attend until the end of the program, they may vote on the required consultation contents before logging out of the System.

### **Article 8. The Organizing Committee of the Meeting**

1. The Organizing Committee of the meeting is an entity established by the Board of Directors. The number and composition of the Organizing Committee are determined by the Board of Directors.

2. The responsibilities of the Organizing Committee are as follows:

a. To carry out the tasks specified in these Rules of Procedure.

b. To provide guidance and serve as the primary point of contact for shareholders regarding registration for the online General Meeting and electronic voting.

c. To prepare the electronic means and physical facilities required to organize the online General Meeting and electronic voting.

d. To perform other tasks as directed by the Board of Directors.

### **Article 9. The Shareholder Eligibility Verification Committee**

1. The Shareholder Eligibility Verification Committee is a supporting body for the Organizing Committee. It consists of 03 members, including 01 Head and 02 members.

2. The responsibilities of the Shareholder Eligibility Verification Committee are:

a. To verify the eligibility of shareholders registered to attend the online General Meeting according to the legal regulations, the Charter of Organization and Operations of the company, and these Rules of Procedure.

b. To report to the online General Meeting on the shareholder attendance ratio.

3. Verification method: The Shareholder Status Verification Committee uses the login information from shareholders' accounts as the basis to determine the number of shareholders attending the online General Meeting.

### **Article 10. The Presidium**

1. The Presidium consists of 03 members, with the Chairman of the Board of Directors acting as the meeting's Chairperson.

2. The duties of the Presidium:

- Conduct the online General Meeting in accordance with these Regulations and the content of the program approved by the General Meeting of Shareholders;

- The Chairperson works on the principle of democratic centralism and makes decisions by majority;

- Guide the General Meeting in discussing and voting on the issues in the agenda of the Meeting and related matters throughout the General Meeting.

3. Rights of the Presidium:

- The Presidium has the right to perform tasks deemed necessary to properly and orderly conduct the online General Meeting according to the approved program and reflect the wishes of the majority of the shareholders attending the meeting:

- The Presidium's decisions on procedural issues or events arising outside the program of the online General Meeting are the highest adjudication.

**Article 11. The Secretariat**

The Chairperson appoints one or more persons as the Secretariat of the meeting. The Secretariat performs the following tasks:

a. Compile the opinions of shareholders during the online General Meeting and submit them to the Presidium.

b. Fully and faithfully record the entire proceedings of the online General Meeting and the issues approved or noted by the shareholders at the Meeting

c. Draft the Minutes and Resolutions for the General Meeting to approve before the conclusion of the meeting.

d. Perform other tasks as assigned by the Chairperson.

**Article 12. Vote Counting Committee**

The Chairperson introduces the members of the Vote Counting Committee for approval by the General Meeting. The Vote Counting Committee has the following rights and obligations:

1. Guide shareholders on voting and election procedures at the online General Meeting.

2. Conduct the vote counting for resolutions and elections;

3. Prepare and announce the Vote Counting Minutes and election results before the General Meeting of Shareholders.

**Article 13. Registration for Attending the Online General Meeting of Shareholders (Check-in)**

1. Each shareholder on the list of shareholders eligible to attend the 2025 General Meeting of Shareholders of the company will be provided with one and only one username and password to access the online General Meeting of Shareholders and vote electronically. Shareholders, upon receiving the invitation letter with login information and other identifying details, are responsible for keeping their information secure to ensure that only they can participate and vote on the system. They must prepare the necessary equipment and internet connections to access and use the online General Meeting software according to the company's instructions. SCI Corporation will provide maximum support to ensure shareholders can attend and vote at the General Meeting of Shareholders according to the common program but is not responsible for any issues arising from lost login information or access errors caused by the shareholder's device or internet connection.

2. Shareholders must provide their personal information and address to the company as required. To protect shareholders' personal information, the company may

request shareholders to resubmit their personal details, at a minimum including: ID number, mobile phone number, email address, and contact address. The company may send login information, including username and password, to shareholders via email or other methods based on the shareholder's registered details.

3. SCI Joint Stock Company recommends: upon receiving the login information, including at least the username and password, shareholders should access the system to change the login password to ensure information security.

4. Shareholders are considered to have attended the General Meeting of Shareholders online only when they have successfully registered their participation on the system.

5. Shareholders who register to attend the online General Meeting after the meeting has started are still allowed to register and will have the right to vote after completing the registration. The Chairperson is not obligated to pause the meeting, and the validity of votes cast before their registration will not be affected.

6. Shareholders can authorize others to attend in accordance with the company's Charter. In this case, if the authorized representative is not a shareholder of the company, after receiving written authorization from the shareholder and valid confirmation from the authorized person, the company will provide a username and password for the authorized representative to act on behalf of the shareholder to perform the rights and obligations as specified in the authorization. SCI Joint Stock Company will provide login information to the authorized representative via email or other methods based on the shareholder's registration details. The shareholder is fully responsible for the authorization information sent to the company.

7. Shareholders may revoke the authorization but must send an official document to request the revocation of the authorization to the company before the meeting begins. The revocation of authorization will not be valid if the authorized representative has already confirmed attendance at the online General Meeting and cast votes on any issues in the meeting's agenda.

## **Article 14. Voting on Issues at the General Meeting**

### ***1. Voting Time***

a. Shareholders have the right to vote from the moment the voting system is activated until the voting period ends as announced by the Chairperson of the meeting. If a shareholder has voted but wants to change their opinion, they must do so before the voting period ends. The final vote recorded by the system before the voting period ends will be considered valid and counted in the vote tally.

b. Before the voting period ends, shareholders will only see the result of their own vote. After the voting period ends, shareholders will be informed of the overall voting result for each issue, as announced by the Chairperson or the Vote Counting Committee.

### ***2. Voting Method***

a. Shareholders use the login information provided by the company in the invitation letter to access the website: <https://ezgsm.fpts.com.vn>, following the instructions available on the website: <http://www.scigroup.vn> to cast their votes.

b. Shareholders will choose one of the three options: "**Agree**," "**Disagree**," or "**No Opinion**" for each item and then click the "**Vote**" button to save and submit their vote to the system. Before the voting period ends, shareholders can change their vote by selecting another option and clicking the "**Change Vote**" button to confirm their final vote.

Depending on the meeting agenda and developments, voting on agenda items may occur in multiple rounds. Shareholders attending the online meeting must adhere to the voting time for each round, as announced by the Chairperson and notified by the electronic voting system. Shareholders must vote on all issues within each round of voting. Invalid votes include those where no option is selected. The electronic voting system will alert shareholders if their vote is invalid, and shareholders must correct their votes and submit them again. Invalid votes will not be counted, and the shareholder will be considered as participating but not voting on those issues (vote not recorded).

c. A shareholder is eligible to vote if they have registered to attend the online General Meeting by the time voting starts. The number of eligible voting shareholders will be used to determine the voting ratio for each shareholder.

d. During the meeting, the Chairperson must announce the closing time for voting on the system, so shareholders can exercise their voting rights. If shareholders experience any technical issues while voting, they can contact the hotline number provided by the General Meeting Organizing Committee for assistance in completing the vote. Once the system closes the voting for any agenda item, shareholders can no longer make any changes to their vote. The vote result recorded in the system under the shareholder's login information will be final and cannot be disputed or contested.

e. If the meeting agenda is supplemented with items proposed by shareholders or shareholder groups that have been approved by the General Meeting, shareholders will vote on these additional items. If a shareholder does not vote on the new items, they will be considered as not voting on those issues.

f. Shareholders can change their votes or election results multiple times but cannot cancel or delete a vote once it has been cast in the system

### ***3. Voting Regulations***

- a. Each share owned or represented corresponds to one voting unit;
- b. Resolutions on the following matters are approved if supported by shareholders representing at least 65% of the total votes of all shareholders present and voting at the meeting, except in cases specified in Clause 3, 4, and 6 of Article 148 of the Enterprise Law:
  - Type of shares and the total number of shares of each type;
  - Changes to the company's business sectors and fields;
  - Changes to the organizational structure of the company's management;
  - Investment projects or sales of assets valued at 35% or more of the total asset value as stated in the company's most recent financial report
  - Resolutions on other matters, except for those specified in Clause b and Clause 3, 4, and 6 of Article 148 of the Enterprise Law, are approved if supported by shareholders representing more than 50% of the total votes of all shareholders present and voting at the meeting.

- c. The election of members of the Board of Directors and the Supervisory Board must be carried out using a cumulative voting method, in accordance with the provisions of the Enterprise Law and the election regulations approved by the General Meeting of Shareholders.

#### **4. Voting Method and Results**

- a. The Vote Counting Committee, as approved by the General Meeting of Shareholders, is responsible for checking the results of the electronic voting and compiling the vote tally.

- b. The electronic voting system records the number of ballots issued, the number of ballots received, the number of invalid ballots, and the percentage of votes based on the total number of votes of all shareholders present and voting at the meeting.

- c. All received votes recorded by the electronic voting system are considered valid votes.

- d. Each delegate's vote is recorded by the system, including the number of votes in favor, against, and abstaining.

- e. The voting results will be announced by the Chairperson or the Vote Counting Committee immediately during the online meeting.

#### **Article 15. Discussion at the Online General Meeting**

1. Discussions are only allowed during the specified time and within the scope of the issues presented in the agenda of the General Shareholders' Meeting.

2. Shareholders shall discuss according to the Chairman's guidance throughout the online meeting.

3. Shareholders may participate in the discussion at the online meeting by submitting their opinions through the direct connection methods provided by the company on the company's website. The Secretariat is responsible for collecting shareholders' opinions and submitting them to the Chairman, and also for recording the shareholders' name, shareholder code (if any), and the content of their question.

4. In case of time limitations during the meeting, questions that are not answered directly during the meeting will be responded to by the company in an appropriate manner afterward.

#### **Article 16. Minutes and Resolutions of the General Shareholders' Meeting**

All matters discussed at the online General Shareholders' Meeting must be recorded in the meeting minutes by the Secretariat. The resolutions of the meeting must be read and approved before the meeting is concluded.

### **CHAPTER III. ENFORCEMENT EFFECTIVENESS**

#### **Article 17. Enforcement Effectiveness**

The working regulations of the 2025 Annual General Meeting of Shareholders of SCI Joint Stock Company conducted in the form of an online meeting and electronic voting consist of 17 Articles and are effective from the time approved by the General Meeting of Shareholders.

Hanoi, April , 2025

**ON BEHALF OF THE GENERAL  
MEETING OF SHAREHOLDERS  
CHAIRMAN OF THE BOD**



A handwritten signature in black ink, appearing to be "Nguyen Cong Hung", written over the stamp.

**Nguyen Cong Hung**

|





No: 01/2025/NQ-SCI-ĐHĐCĐ

Hanoi, April , 2025

## DRAFT

### RESOLUTION

#### THE 2025 ANNUAL GENERAL MEETING OF SHAREHOLDERS

**Pursuant to:**

- *The Law on Enterprises No. 59/2020/QH14 dated June 17, 2020, and its guiding documents;*
- *The Charter on the Organization and Operation of SCI Joint Stock Company;*
- *The Minutes of the Annual General Meeting of Shareholders of SCI Joint Stock Company dated April 10, 2025.*

### RESOLUTION

**Article 1:** Approval of the List of the Presidium, the Vote Counting Committee, the Meeting Agenda, and the Working Regulations of the General Meeting.

**Article 2:** Approval of the General Director's report on the business performance of 2024 and the business plan for 2025 as presented in Proposal No. **01/2025/TTr-SCI-HĐQT.**

**Article 3:** Approval of the Board of Directors' report on activities in 2024 and the activity plan for 2025 as presented in Proposal No. **02/2025/TTr-SCI-HĐQT.**

**Article 4:** Approval of the Audit Committee's report on activities in 2024 and the activity plan for 2025 as presented in Proposal No. **03/2025/TTr-SCI-HĐQT.**

**Article 5:** Approval of the separate financial statements and the consolidated financial statements for 2024, which have been audited, as presented in Proposal No. **04/2025/TTr-SCI-HĐQT.**

**Article 6:** Approval of the profit distribution plan for 2024 as presented in Proposal No. **05/2025/TTr-SCI-HĐQT.**

**Article 07:** Approval of the remuneration payment for the Board of Directors in 2024 and the estimated remuneration for 2025 as presented in Proposal No. **06/2025/TTr-SCI-HĐQT.**

**Article 08:** Approval of the stock issuance plan for dividend payment in 2024 as presented in Proposal No. **07/2025/TTr-SCI-HĐQT.**

**Article 9:** Approval of the plan to offer additional shares to existing shareholders as presented in Proposal No. **08/2025/TTr-SCI-HĐQT.**

**Article 10:** Approval of the policy on issuing bonus shares under the employee stock ownership program (ESOP) as presented in Proposal No. **09/2025/TTr-SCI-HĐQT.**

**Article 11:** Approval of other matters under the authority of the General Meeting of Shareholders as presented in Proposal No. **10/2025/TTr-SCI-HĐQT**.

**Article 12:** This Resolution takes effect from the date of signing. The Board of Directors, the Executive Board, and relevant departments are responsible for implementing this Resolution.

**Recipients:**

- *As per Article 12;*
- *Information disclosure;*
- *BOD.*

**ON BEHALF OF THE  
GENERAL MEETING OF  
SHAREHOLDERS  
CHAIRMAN**

**NGUYEN CONG HUNG**