

PROPOSAL

Regarding the plan for profit after tax distribution in 2025

To: General Meeting of Shareholders
Noi Bai Catering Services Joint Stock Company

The Board of Directors respectfully submits to the Annual General Meeting of Shareholders in 2026 the plan for the allocation of post-tax profit for 2025 as follows:

1. Actual profit:

- Total accounting profit before tax	: 85.102.225.285 VND
- Corporate income tax	: 17.410.803.302 VND
- Profit after tax	: 67.691.421.983 VND
- Retained earnings from previous years	: 128.928.739 VND
- Profit available for dividends	: 67.820.350.722 VND

2. Distribution plan:

Pursuant to the Law on Enterprises and the Company's Charter, the Company respectfully submits to the Board of Directors the proposed plan for the distribution of post-tax profit for 2025 as follows:

No.	Profit Distribution Plan for 2025	Amount (VND)
	Undistributed post-tax profit	67.691.421.983
1	Deductions	8.008.655.615
1.1	Bonus and Welfare Fund	7.418.655.615
1.2	Bonuses for BOD, BOS, Management	590.000.000
2	Remaining profit for dividend distribution in 2025	59.682.766.368
3	Retained earnings from previous years	128.928.739
4	Profit available for dividends	59.811.695.107
4.1	Charter capital	179.490.980.000
4.2	Total value of shares not eligible for dividends	8.880.000

No.	Profit Distribution Plan for 2025	Amount (VND)
4.3	Total value of shares eligible for dividends	179.482.100.000
4.4	Interim dividends paid (if any)	-
4.5	Profit distributed as dividends	59.229.093.000
4.6	Dividend per share	3.300
5	Remaining undistributed profit	582.602.107

Basis for post-tax profit distribution:

- Welfare and reward fund: 7.418.655.615 VND is calculated as follows:
 - + Deduct up to 01 month of earned salary but not exceeding 10% of profit in 2025 (after making up for all accumulated losses of previous years: 6.769.142.189 VND.
 - + Maximum additional deduction equal to 20% of the realized profit in excess of the plan but not exceeding 01 month of implemented salary: 649.513.426 VND.
- Bonus for the Board of Directors, Supervisors Board, and Executive Board: 590 million VND (not exceeding 1.5 months of the enterprise managers' actual salary).
- Remaining profit allocated for dividend distribution in 2025: 59.811.695.107 VND.

The General Meeting of Shareholders authorized the Company's Board of Directors to direct the allocation of the reward and welfare fund, the payment of bonuses to the Board of Directors, Supervisory Board, and Executive Board, and the payment of dividends for 2025.

We kindly request the General Meeting of Shareholders to approve the Company's 2025 profit after tax distribution plan as outlined above.

Sincerely!

Recipients:

- As above;
- BOD, SB members;
- Archive: Office.

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


Ngo Hong Minh

No: 05./TTr-NCS-HĐQT

Ha Noi, April 21, 2026

PROPOSAL
Re: Election of Members of the Board of Directors

To: General Meeting of Shareholders
Noi Bai Catering Services Joint Stock Company

Pursuant to the Law on Enterprises adopted by the National Assembly of the Socialist Republic of Vietnam on 17 June 2020, and Law No. 76/2025/QH15 amending and supplementing a number of articles of the 2020 Law on Enterprises;

Pursuant to the Charter on organization and operation of Noi Bai Catering Services Joint Stock Company approved by the General Meeting of Shareholders on 29th June 2021;

Pursuant to the Operating Regulations of the Board of Directors (BOD) of NoiBai Catering Services Joint Stock Company promulgated together with Decision No. 05/QĐ-NCS-HĐQT on 29th June 2021 issued by the BOD;

According to legal regulations and the Company's Charter, at the 2026 Annual General Meeting of Shareholders, the meeting will consider and decide on the election of 01 member of the Board of Directors due to the end of the term and the election to replace 01 member of the Supervisory Board. To ensure the personnel structure remains as it is, with the number of Board of Directors members being 04 and the number of Supervisory Board members being 03 according to current regulations, and to ensure that the Board of Directors and the Supervisory Board have sufficient personnel to properly complete their assigned functions and duties, the Board of Directors submits this proposal to the General Meeting of Shareholders for approval.

1.1. The number of Board of Directors members elected to replace is 01 (one) person.

1.2. The number of Supervisory Board members elected to replace is 01 (one) person.

Recipients:

- As above;
- BOD, BOS members;
- Saved.

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



[Signature]
Ngô Hong Minh

PROPOSAL

Re: Signing of contract between the Company and Vietnam Airlines - JSC

To: Shareholders Committee
Noi Bai Catering Services Joint Stock Company

*Pursuant to the Law on Securities No. 54/2019/QH14 dated November 26, 2019;
Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020; Law
No. 76/2025/QH15 amending and supplementing a number of articles of the 2020
Enterprise Law;*

*Pursuant to the Charter on Organization and Operation of the Company dated
June 29, 2021;*

Vietnam Airlines Corporation – JSC (VNA) is a major shareholder of Noi Bai Catering Services Joint Stock Company (NCS), holding 60.17% of NCS's total outstanding common shares. VNA is also a key customer of NCS. The maintenance of the in-flight catering and service contract with VNA is of significant importance *(the transaction values between NCS and VNA over the past three years (2023–2025) are as follows: in 2023 it is 374.2 billion VND (equal to 72.8% of the total assets of the previous year); in 2024 it is 427.96 billion VND (equal to 92.3% of the total assets of the previous year); in 2025 it is 499.15 billion VND (equal to 105.75% of the total assets of the previous year)).* From 2026 onwards, NCS will proceed with the execution of in-flight catering and related service contracts with VNA, with an estimated transaction value exceeding 35% of NCS's total assets as stated in the latest financial statements audited.

According to Point n, Clause 1, Article 15 of the Company's Charter, the execution of contracts or transactions between the Company and entities specified in Clause 1, Article 167 of the Law on Enterprises, with a value equal to or greater than 35% of the Company's total assets as recorded in the latest financial statements, falls under the authority of the General Meeting of Shareholders for approval.

According to Point a, Clause 1, Article 167 of the 2020 Enterprise Law: The general meeting of shareholders or the board of directors approves contracts and transactions between the company and the following related parties: "Shareholders, authorized representatives of shareholders who are organizations owning more than 10% of the company's total common shares, and their related parties."

The current contract for meal and service provision consists of a Master Agreement and related Appendices and Annexes. According to evaluations, after the new contract is signed by both parties, there will likely be various developments during the course of implementation involving adjustments to service standards, menus, pricing, etc., in order to meet Vietnam Airlines Corporation's (VNA) requirements for service quality enhancement as well as market demands. As any amendments to the Contract and its Appendices must be submitted to the General Meeting of Shareholders (GMS) for approval, in order to facilitate greater flexibility for NCS in executing the Contract with VNA and to streamline administrative procedures, it is proposed that the GMS consider authorizing the Company's Board of Directors (BOD) to be responsible for reviewing and approving any such contract amendments, and to report the outcomes to the shareholders upon implementation, specifically as follows:

1) Approval for the Company to enter a Contract for meal and service provision with Vietnam Airlines Corporation – JSC;

2) Authorize the Company's Board of Directors to:

- Decide on the specific terms and conditions of the Contract, including any arising matters (if any);

- Direct the Company to sign the Contract with Vietnam Airlines Corporation – JSC and implement the Contract in accordance with applicable regulations.

The Board of Directors of the Company ensures compliance with the provisions in the Company's Charter, the Enterprise Law, the Securities Law, relevant legal documents, and reports to shareholders and the General Meeting in the annual audited Financial Report regarding the implementation of the Contract with Vietnam Airlines Corporation.

Respectfully request the General Meeting of Shareholders to approve the above content.

Recipients

- As above;
- Members of the Board of Directors, the Supervisory Board;
- File.

**ON BEHALF OF THE BOARD
OF DIRECTORS**

CHAIRMAN



Ngô Hong Minh

CATERING SUPPLY AGREEMENT

MAIN AGREEMENT

This agreement (including the main contract, Appendix A, and (any) Appendices B, hereinafter referred to as the Agreement) is made on between:

VIETNAM AIRLINES

Headquartered at: No. 200, Nguyen Son Street, Long Bien District, Hanoi, Vietnam, hereinafter referred to as the "**Airlines**"

and:

NOI BAI CATERING SERVICES JOINT STOCK COMPANY

Headquartered at: Noi bai International Airport, hereinafter referred to as the "**Catering Service Supplier**".

The parties mutually agree to the following terms:

ARTICLE 1

EQUIPMENT AND SERVICES:

1.1. General Provision

The catering company named in this Agreement is responsible for providing the airline with the services specified in Clauses 1.2, 1.3, 1.5, and 1.6 of this Agreement (hereinafter referred to as the "Services") in accordance with the terms and conditions of the Agreement.

1.2. Scheduled Flights

The catering company is responsible for providing the Services listed in Appendix A and specified in (any) Appendix B for aircraft operated by the airline or operated under the airline's authorization for scheduled flights to (the) respective locations specified in (any) Appendix B. In return, the airline agrees to notify the catering company as soon as possible of any changes to the flight schedule and/or flight frequency and/or aircraft type.

1.3. Special Flights

The catering company shall provide the Services listed in Appendix A and specified in (any) Appendix B for aircraft operating special flights not according to the regular schedule, operated by the airline or under the airline's authorization at (the) respective locations specified in (any) Appendix B, provided that the airline notifies the catering company reasonably in advance, and the provision of services for these special flights will not affect any commitments already agreed upon between the parties.

1.4. Priority Order

In the event of serving multiple flights and within the available capacity, on-time flights will be prioritized for service.

1.5. Other Services

To the extent possible, the catering company will provide the airline with other services if requested by the airline. These services will be governed by specific terms mutually agreed upon by the parties.

1.6. Other Airports

In the event that the airline requests catering services at airports that are not specified in this Agreement, but where the catering company has a branch providing services, the catering company will make every effort, given the available equipment and facilities at the location, to provide the required services to the airline as requested.

1.7. Inability to Provide Services

In the event the catering company is unable to provide all or some of the Services mentioned in Clauses 1.3, 1.5, and 1.6, the catering company shall notify the airline as soon as it receives the airline's request for these Services.

ARTICLE 2

IMPLEMENTATION OF THE AGREEMENT

2.1. Confidentiality

Each Party is responsible for ensuring that its employees, workers, agents, and authorized representatives comply with the terms of this Agreement under the strictest confidentiality principles. Neither Party shall disclose or distribute information related to the other Party or the work carried out by the Parties under this Agreement without the prior written consent of the Party to whom the information pertains. Such written consent must not be delayed or denied without reasonable cause. However, a Party may disclose such information of the other Party if the information has clearly been made publicly available through media channels at the time of disclosure; or if required by applicable law or government or regulatory authorities that compel the Party to disclose the information. In such cases, the Party required to disclose the information must notify the other Party before each instance of disclosure.

ARTICLE 3 SUBCONTRACTORS

- 3.1.** The catering company may subcontract the performance of any Service under the Agreement to its subcontractors, provided that prior written agreement has been reached with the airline. Such a written agreement cannot be delayed or denied without reasonable cause. The catering company shall remain fully responsible to the airline for the accuracy and completeness of the Services provided by the subcontractors as if the catering company itself were providing the Services. Each Service subcontracted to a subcontractor will be clearly specified in the relevant Appendices B.
- 3.2.** The airline shall not appoint any individual, company, or organization to provide Services that the catering company has agreed to supply under this Agreement, except as specified in Clauses 1.7 and 12.3 of this Agreement, or in other special cases where both Parties mutually agree.

ARTICLE 4 REPRESENTATIVES OF THE AIRLINE

- 4.1.** The airline may arrange its own representatives at the locations specified in the Appendices of this Agreement, with the costs borne by the airline. These representatives or representatives from the airline's headquarters shall have the right to inspect the facilities, machinery used for storage, preparation, production, and transportation of necessary items related to the provision of services to the airline, as well as inspect the services the catering company will provide to the airline under the terms of the Agreement. These representatives may advise or assist the catering company, and the catering company will make every effort to comply with the guidance provided by the airline's representatives.
- 4.2.** The catering company will cooperate and provide the necessary equipment for the airline's representatives to conduct the inspections as described in Clause 4.1 so that the representatives can efficiently complete their task. These inspections may be carried out without prior notice and will not affect the airline's future right to lodge complaints against the catering company. The catering company may assign a representative to carry out the inspection alongside the airline's representative.
- 4.3.** The airline may hire an organization (hereinafter referred to as the "Authorized Representative") to conduct inspections of the catering company's services at the locations specified in Appendix B but must provide prior written notice to the catering company, with the costs of such inspections borne by the airline. The notice must specify the service categories to be inspected. The Authorized Representatives will have the same rights as the airline's own representatives as stated in Clause 4.1.
- 4.4.** The guidance and assistance provided by the airline's representatives or Authorized Representatives to the catering company will not reduce the catering company's responsibility to the airline for the full, accurate, and reasonable performance of the services under the Agreement.
- 4.5.** The office equipment and office space provided by the catering company for the airline's representatives or Authorized Representatives to carry out their duties will be specified in a separate Agreement.

ARTICLE 5

WORK STANDARDS

- 5.1. The catering company is responsible for providing all services to the airline in accordance with the detailed records of service characteristics, contents, and processes specified in (any) Appendix B.
- 5.2. For scheduled flights specified in Clause 1.2, the catering company is responsible for always providing services to the airline in accordance with the detailed records of service characteristics, contents, and guidelines in (any) Appendix B of this Agreement, as well as the detailed records of service characteristics, contents, and guidelines provided by the airline to the catering company to update for each specific stage (hereinafter referred to as the "Guidelines"). The catering company must confirm in writing to the airline that it has received the Guidelines. The parties agree that all these Guidelines will be consolidated and become part of the Agreement. In the absence of Guidelines from the airline for a particular task, the catering company will carry out the task according to its current standards and processes.
- 5.3. Services, other than those provided for scheduled flights under Clause 1.3, 1.5, and 1.6 of this Agreement, will be provided by the catering company according to the airline's specific requirements unless the catering company notifies the airline of its inability to provide these services upon receiving the airline's request. The parties will then agree on the specifics of providing these special services. In the event the airline does not make a request or agreement for these services, the catering company will perform the work according to its current standards and processes.
- 5.4. The catering company commits to taking all necessary measures to ensure that, for the services and standards agreed in the Agreement, the airline's aircraft, crew, and passengers will receive services not inferior to those provided by the catering company to other airlines or similar services that can be compared at the same location.
- 5.5. The catering company commits to keeping updated information on the duties and responsibilities of the personnel providing services to the airline. In the event that the catering company is unable to provide information about the duties and responsibilities of the personnel performing the services as required by the airline, the catering company will immediately notify the airline.
- 5.6. The airline will provide all necessary information and guidance to allow the catering company to provide services in an appropriate manner.
- 5.7. The catering company commits that, during the provision of services, it will always pay attention to safety and security and comply with applicable national and international laws and regulations, including but not limited to those of the International Air Transport Association (IATA) and/or the International Civil Aviation Organization (ICAO).
- 5.8. The catering company must immediately notify the airline's representative of any potential or actual damage or loss to the airline's aircraft, cargo, or supplies on board that the catering company becomes aware of during the provision of services.
- 5.9. The catering company commits that, at all times during the implementation of the Agreement, it will:
 - (a) Ensure that the facilities, machinery, production processes, and equipment used to store, prepare, produce, and transport meals and beverages for the airline's aircraft always meet hygiene standards specified in laws, regulations, processes, and national and international requirements;
 - (b) Take necessary steps to ensure that the food and beverages provided on the airline's aircraft and the equipment used for service will be completely free from harmful bacteria and toxins as required by law, regulations, processes, and national and international requirements;
 - (c) Ensure and demonstrate that the standards mentioned above are consistently applied, and that proof of compliance will be kept and made available for inspection by the airline if necessary;
 - (d) Ensure that services are always provided on time;
 - (e) Ensure compliance with additional standards for performing work as specifically detailed in Appendix B.

5.10. Tools and Equipment

The catering company will provide the necessary conditions and equipment to ensure that items provided by the airline to the catering company (hereinafter referred to as "Tools and Equipment") are stored effectively and safely for service provision. The catering company will be responsible for any physical loss or damage to the Tools and Equipment provided by the airline if these items are lost or damaged within the catering company's control or during use, or if they were promised to be securely stored.

- 5.11.** The catering company ensures that any property belonging to the airline entrusted to the catering company will only be used for the purpose of providing services or tasks related to service provision for the airline, and none of this property will be retained or used for any other purpose, nor will it be transferred to any third party or individual for any purpose.

ARTICLE 6 FEES

- 6.1.** For the services provided by the Catering Company, the Airline undertakes to pay the Catering Company the fees for the services provided in accordance with the prices specified in the corresponding Appendices B concerning service terms and in accordance with Clause 1.2 of this Agreement. Additionally, the Airline also commits to paying the Catering Company for actual costs and other charges incurred when the Catering Company provides services to the Airline as outlined in Clauses 1.3, 1.5, and 1.6 of this Agreement.
- 6.2.** The fees listed in Appendices B shall exclude any charges, fees, or taxes that the Airline or the Catering Company must pay to the Airport, Customs, or other authorities directly related to the provision of services by the Catering Company to the Airline under this Agreement or related to the Airline's flights. These charges, fees, and taxes will be itemized separately, and the Airline will be the final payer.
- 6.3.** The Airline will only be responsible for paying for services that are requested and/or approved in writing by the Airline's authorized representatives, and which have been provided to the Airline in accordance with the terms of this Agreement.
- 6.4. Cancellation fees**
- 6.4.1.** The Airline will accept the obligations stipulated in the relevant Appendices B of this Agreement concerning the cancellation of services requested by the Airline, as officially communicated to the Catering Company.
- 6.4.2** The Catering Company shall submit documentation to the Airline regarding the fees and other costs incurred in accordance with the terms of Appendices B related to service cancellation, before the Airline will be liable for such costs.
- 6.4.3** Unless specified in Appendices B, the Airline will not be responsible for or liable in relation to the cancellation of services. The Airline retains the right to cancel meal requests for any reason, including but not limited to delays, cancellations, or changes to the flight schedule.

ARTICLE 7 PAYMENT

- 7.1.** Based on the terms agreed upon in the Agreement and the address specified in Appendix B, the Catering Company will send invoices to the Airline for the fees incurred from providing the services listed in Appendix A and detailed in Appendices B at the applicable prices specified in the relevant version of Appendix B. These invoices must be accompanied by the relevant supporting documents as instructed by the Airline.
- 7.2.** Payment will be made via bank transfer in accordance with the detailed agreements outlined in Appendix B.
- 7.3.** Either party may correct errors in previously submitted invoices. The Airline commits to not delaying payment for amounts that are undisputed, provided that this payment does not affect the Airline's right to file future claims against the Catering Company. Any claims from the Airline must be submitted within 30 days of receiving the invoice. The Catering Company must respond to the Airline within 30 days of receiving the claim.

ARTICLE 8

LIABILITY AND INDEMNITY

For the purposes of this clause, references to the Airline or the Catering Company include their employees, servants, agents, and subcontractors.

8.1. The Airline shall not hold the Catering Company liable and will indemnify the Catering Company for legal liabilities arising from claims, lawsuits, including fees and costs related to such claims, concerning:

- (a) flight delays causing injury or death to individuals who have been or will be transported by the Airline; and
- (b) injury or death of the Airline's employees; and
- (c) delays in baggage, cargo, or mail being transported by the Airline; and
- (d) damage or loss of property owned or operated by the Airline, or by entities authorized by the Airline to operate such property, where such damage or loss is the result of the Catering Company's actions or omissions during the execution of this Agreement, unless such actions or omissions are intentional or grossly negligent.

With a condition that claims arising from this Agreement are resolved by the Airline; and

And another condition is that the Catering Company promptly notifies the Airline of such claims and assists the Airline with any reasonable requests.

8.2. Notwithstanding the provisions of Clause 8.1, the Airline may claim against the Catering Company if deemed reasonable, and the Catering Company will indemnify the Airline for legal liabilities arising from claims, lawsuits, including associated fees and costs, related to:

- (a) death, injury, illness, or disease of individuals transported by the Airline; and
- (b) death, injury, illness, or disease of the Airline's employees; arising from the Catering Company's failure to meet the requirements of Clauses 5.9(a) and 5.9(b) of this Agreement.

8.3. The Airline will not hold the Catering Company liable for damages, death, delays, injuries, or losses to third parties (i.e., individuals or entities other than the Airline, the Catering Company, and the individuals to be transported by the Airline) arising from actions or omissions of the Catering Company during the execution of the Agreement, except where such actions or omissions are intentional or grossly negligent.

8.4. (a) Notwithstanding the provisions of Clause 8.1, in the case of claims arising from necessary road transport during the execution of this Agreement, and where such transport is part of the loading/unloading process and/or governed by the Airline's transport agreement, the indemnity will be limited to the amounts specified in the transport agreement.

- (b) In the case of claims arising from road transport that is not authorized by the Airline and/or is not part of the loading/unloading process and/or not governed by the Airline's transport agreement, the indemnity and exclusion from liability mentioned above will NOT apply.

8.5. The Catering Service Supplier shall not hold the Airline liable and must indemnify the Airline for legal liabilities arising from claims and lawsuits, including fees and costs related to such claims, concerning:

- (a) injury or death of the Catering Company's employees, servants, agents, or subcontractors; and
damage or loss of property owned or operated by the Catering Company, or by entities authorized by the Catering Company to operate such property:
arising from the actions or omissions of the Airline during the execution of the Agreement, except where such actions or omissions are intentional or grossly negligent.

8.6. To ensure the Catering Company's indemnification obligations to the Airline, the Catering Company shall, at its own expense, purchase necessary insurance to cover liabilities and obligations arising from this Agreement, particularly those related to Clause 8.2, as specified in the relevant sections of Appendix B.

ARTICLE 9 ARBITRATION

- 9.1.** Any dispute or claim relating to or arising from the scope, meaning, structure, and validity of this Agreement, which cannot be resolved through mutual agreement between the parties, shall be finally settled by arbitration in accordance with the procedures outlined below. The arbitral awards issued may be submitted to a court of competent jurisdiction for enforcement.
- 9.1.1.** The parties may agree to appoint a single arbitrator, in which case the arbitral panel will consist of a single arbitrator. This arbitrator may be appointed directly by both parties or, at the request of both parties, appointed by the IATA Director-General.
- 9.1.2.** If the parties do not agree to appoint a single arbitrator, the arbitral panel shall consist of three arbitrators, appointed as follows:
- (a) Each party will appoint one of the three arbitrators. If either party fails to appoint their arbitrator, the IATA Director-General will appoint the arbitrator.
 - (b) The two appointed arbitrators will then appoint a third arbitrator, who will act as the presiding arbitrator. If the two appointed arbitrators cannot agree on a third arbitrator, the IATA Director-General will appoint the third arbitrator.
- 9.1.3.** At the request of the parties, the IATA Director-General will designate an appropriate time frame within which the parties or the arbitrators appointed by the parties will form the arbitral panel. If this time frame expires, the IATA Director-General will take the necessary actions as specified in the above provision to establish the arbitral panel.
- 9.1.4.** In the case of an arbitral panel consisting of three arbitrators, the decision will be made by a majority vote.
- 9.1.5.** The arbitration will take place at a location specifically determined in Appendix B.
- 9.1.6.** The parties agree to appoint an arbitrator who will apply the laws and regulations specified in Article 13 to resolve the dispute. However, the arbitrator or the arbitral panel may establish its own procedural rules. The arbitrator's award will include instructions regarding the division of costs, expenses, and other fees associated with the arbitration (including arbitrator fees).
- 9.1.7.** The arbitral award will be final and binding on both parties.
- 9.1.8.** The parties shall make reasonable efforts to ensure that the arbitral award is rendered within three months from the appointment of the arbitrator or from the appointment of the third arbitrator in the case of an arbitral panel.
- 9.1.9.** The arbitration procedure will not affect the rights of the parties under the Agreement to cancel the arbitration procedure at any time prior to the issuance of the arbitral award and to seek alternative methods of dispute resolution.

ARTICLE 10 REGISTRATION FEES AND STAMP DUTY

- 10.1.** Each party shall be responsible for paying all registration taxes, stamp duties (including stamp duty fees), or similar fees arising in connection with this Agreement, as required by the laws of the country where that party has its principal place of business.
- 10.2.** All registration taxes, stamp duties (including stamp duty fees), or equivalent fees arising from this Agreement and required by the laws of the country designated in the Appendices B, but not the country where the parties have their principal place of business, shall be equally shared between the parties.

ARTICLE 11 EFFECTIVE PERIOD, AMENDMENTS, AND TERMINATION OF THE AGREEMENT

- 11.1.** This Agreement shall be effective for all locations specified in the corresponding Appendix B and shall continue in force until terminated by the parties in accordance with the provisions of Article 11 of this Agreement. This Agreement shall replace all prior agreements between the parties regarding the provision of Services at the locations specified in Appendix B, and shall have the force of this Agreement.

- 11.2.** Any amendments or additions to this Agreement shall be recorded in Appendix B. In case of conflict between the provisions from Article 1 to Article 13 of this Agreement and the provisions in Appendix B, the provisions of Appendix B shall prevail. This Agreement reflects the full and mutual understanding between the parties concerning the provision of Services. All replacements, amendments, and additions to this Agreement (including Appendix A) shall not be effective or binding on the parties unless such replacements, amendments, and additions are documented in or attached to Appendix B and signed by authorized representatives of the parties. The parties must notify the other party in writing at least sixty (60) days prior to implementing any replacements, amendments, or additions.
- 11.3.** This Agreement may be fully or partially terminated with respect to a specific location by either party by giving written notice to the other party at least ninety (90) days in advance, except as provided in Clause 11.4.
- 11.4.** At any time, the Airline may immediately unilaterally terminate part or all of the Agreement by giving written notice to the Catering Company in the following cases:
- (a) The Catering Company fails to provide Services that meet the Airline's requirements, despite the Airline having notified the Catering Company in writing, and within thirty (30) days from the notification, the Catering Company has not provided the Services as per the Airline's requirements.
 - (b) The Catering Company violates or fails to comply with any standards outlined in Article 5 of this Agreement. Non-compliance with the Airline's service specifications regarding hygiene, food and beverage quality, standards, and presentation shall be considered a breach of the Agreement.
- 11.5.** If any part of the Airline's or Catering Company's rights or authorization necessary for the provision of aviation services or for the provision of Services outlined in Appendix B is revoked, delayed, or cancelled, the parties may terminate the Agreement or the relevant Appendices B from the effective date of such revocation, delay, or cancellation by giving written notice to the other party within 24 hours of the effective date of such revocation, delay, or cancellation.
- 11.6.** Either party may terminate this Agreement at any time if:
- (a) The other party is compelled or voluntarily liquidates to cease its business
 - (b) The other party is transferred to creditors or beneficiaries
 - (c) The other party declares bankruptcy or is required to declare bankruptcy or undergoes restructuring or debt reorganization, provided such decisions have been made by the competent authorities.
 - (d) The other party designates or applies to initiate the process of appointing an heir, trustee, or liquidator for the whole or a significant portion of its assets.
 - (e) Any similar event occurs during any legal proceeding.
- 11.7.** In the event of termination, either in full or in part, with prior notice or in other cases, such termination shall not affect the rights and obligations of the parties accrued prior to such termination.
- 11.8.** The Catering Company may adjust a specific price element (previously set prices) if such adjustment results from changes in its purchase price for products, provided that the Catering Company notifies the Airline of its intention to adjust at least thirty (30) days before the requested adjustment takes effect. Such price changes must be unforeseen and arise from factors beyond the Catering Company's control, such as:
- (a) Breach of contract by suppliers;
 - (b) Price increases from suppliers exceeding ten percent (10%) that force the Catering Company to pay additional costs for materials, beyond any price insurance increases (if any);
 - (c) Government decrees;
 - (d) Significant labor cost increases due to severe labor disputes.

The implementation of these changes must be agreed upon by the Airline, and the Airline cannot refuse or delay its agreement without reasonable justification.

- 11.9.** Apart from the above clauses, if there is a change in the flight schedule as mentioned in Clause 1.2, and such change impacts the cost of providing the services under this Agreement, either party has the right to request a service price adjustment from the date of the flight schedule change. This request must be made within thirty (30) days of the date of the change of the schedule, and the new service fees must be mutually agreed upon. Neither party shall refuse or delay such an agreement without reasonable cause.
- 11.10.** When this Agreement is terminated for any reason, the Catering Company shall return all the Airline's assets in a clean condition.
- 11.11.** If the Airline decides to terminate the Agreement and sign an agreement with another Catering Company, or if the Airline ceases all operations at an airport where the Catering Company provides Services, all the Airline's equipment and other assets will be cleaned, packed, and sealed at the Airline's expense.
- 11.12.** The parties may suspend the performance of their obligations under this Agreement if such performance is hindered due to reasons beyond their control, including but not limited to labor disputes that cause delays or disruptions in part or all of the work, natural disasters, fires, floods, storms, power failures, or government laws or regulations.
- 11.13.** In the event of delays as specified in Clause 11.12, the relevant parties shall immediately notify the other party of the nature of the issue and the expected duration of the delay.
- 11.14.** If the Catering Company delays providing the Services, the Airline may have the right to appoint a third party to provide services until the Catering Company notifies the Airline in writing that it can resume the provision of Services under this Agreement.
- 11.15.** If the delay in performing the work under Clause 11.12 lasts for more than sixty (60) days, either party may terminate the Agreement by giving written notice to the other party within thirty (30) days.

ARTICLE 12 GENERAL PROVISIONS

- 12.1.** All notices and other transactional correspondence between the parties under this Agreement must be in writing and in Vietnamese. These notices and documents may be delivered by hand or sent by telegraph, fax, regular mail, or registered mail to the relevant parties at the addresses, telegraph numbers, or fax numbers specified in Appendix B (or at the addresses, telegraph numbers, or fax numbers that the parties notify each other of from time to time). These notices and documents will be considered received:
- On the day they are delivered or refused when delivered by hand.
 - At the time of sending by telegraph, provided the recipient confirms receipt when sent by telegraph.
 - At the time of sending by fax, provided the recipient confirms receipt of the fax in a clear condition when sent by fax.
 - 7 days after sending if sent by regular mail.
 - 14 days after sending if sent by registered mail.
- 12.2.** The rights of the parties under this Agreement shall not be affected or limited by any concession made by the other party, or by any delay or inability to exercise rights under this Agreement. A party being excused for a breach of the Agreement once does not mean that the party will be excused for subsequent breaches.
- 12.3.** The Catering Services Supplier shall be considered an independent contractor and shall not be considered an agent, partner, or authorized representative of the Airline.

ARTICLE 13 GOVERNING LAW

- 13.1.** The structure, validity, and performance of this Agreement in all aspects shall be governed by the law specified in Appendix B.

Signed on [month] [year]

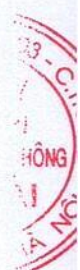
Signed on [month] [year]

in Hanoi, Vietnam
by the authorized representative of the
Airline

in Hanoi, Vietnam
by the authorized representative of the Catering
Service Supplier

CHIEF EXECUTIVE OFFICER

CHIEF EXECUTIVE OFFICER



APPENDIX A

Document No.1

Appendix A_Part 1, Document No.1_2026 is an integral part of the Catering Service Contract effective from January 1, 20...

between:

VIETNAM AIRLINES - JSC

headquartered at: No. 200, Nguyen Son Street, Bo De Ward, Long Bien District, Hanoi, Vietnam

hereinafter referred to as the "Airline"

between:

NOI BAI CATERING SERVICES JOINT STOCK COMPANY

headquartered at: Noi Bai International Airport, Hanoi, Vietnam

hereinafter referred to as the "Catering Service Supplier"

Appendix A_Part 1, Document No. 1_2026 is effective from January 1, 2026, to December 31, 2026.

The Airline and the Catering Service Supplier agree to sign this appendix to set out the agreement on the menu/meal prices, beverages/loose equipment for the Airline's flights as specified in the attachment annexes below:

1. Appendix A_ Part 1, Document No. 1_2026 serve as a replacement for the Appendix ...
2. This Appendix is prepared in 04 copies, all of which hold equal legal value. The Airline retains 02 copies, and the Catering Service Supplier retains 02 copies

Sign on, 2026
in Hanoi, Vietnam
by the authorized representative of the **Airline**

Sign on, 2026
in Hanoi, Vietnam
by the authorized representative of the
Catering Service Supplier

Nguyen Van Dung
Chief Executive Officer