

THE SOCIALIST REPUBLIC OF VIETNAM CỘNG

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SALE AND PURCHASE AGREEMENT

Ref: 01 /HĐMB-2026/VWS3-VIW

(Regarding the Purchase and Sale of Liquidated Assets)

Pursuant to:

- The Civil Code promulgated by the National Assembly of the Socialist Republic of Vietnam on 24 November 2025;
- The Commercial Law promulgated by the National Assembly of the Socialist Republic of Vietnam on 14 June 2005;
- The Minutes of Bid Opening dated 21 May 2026;
- Decision No. 138/2026/QĐ-VWS dated 22 May 2026 of VIWASEEN3 Joint Stock Company approving the purchaser of the liquidated asset;
- The needs and capabilities of the Purchaser and the Seller

Today, on _____ 2026, at No. 48 To Huu Street, Dai Mo Ward, Hanoi City, the Parties hereby enter into this Agreement as follows:

Party A: Vietnam Water And Environment Investment Corporation – Joint Stock Company (Purchaser)

- Represented by: **Mr. Nguyen Hai Dang**
- Title: General Director
- Registered Address: No. 52 Quoc Tu Giam Street, Van Mieu – Quoc Tu Giam Ward, Hanoi City, Vietnam
- Office Address: No. 48 To Huu Street, Dai Mo Ward, Hanoi City, Vietnam
- Telephone: (024) 3747 2982
- Bank Account No.: 00 211 689 89 889
- Bank: Military Commercial Joint Stock Bank (MB Bank) – Transaction Office No. 1
- Tax Code: 0100105976

Party B: Viwaseen3 Joint Stock Company (Seller)

- Represented by: **Mr. Nguyen Phi Hoa**
- Title: Director
- Address: Km14+500, National Highway 1A, Ngoc Hoi Commune, Hanoi City, Vietnam
- Telephone: (+84) 243 686 5801
- Fax: (+84) 243 686 0383
- Bank Account No.: 1801101896869
- Bank: Military Commercial Joint Stock Bank (MB Bank) – Thanh Tri Branch



- Tax Code: 0102133351

The Parties have discussed and agreed upon their respective rights and obligations and hereby enter into this Agreement for the purchase and sale of the liquidated asset under the following terms and conditions:

Article 1. Asset Description, Quantity, Unit Price and Contract Value

Party B agrees to sell, and Party A agrees to purchase, the following liquidated asset

Item	Description of Asset	Quantity	Value (VNĐ)	Remarks
1	Toyota Fortuner 7-seat passenger vehicle (Silver), License Plate No. 29A-656.72, manufactured in 2012, Chassis No. RL4YX59GXC9015702, Engine No. 2TR7440939	01 xe	255.000.000	
	Value Added Tax (VAT) (10%)		25.500.000	
	Total		280.500.000	

Total Contract Value: VND 280,500,000 (*In words: Two Hundred Eighty Million Five Hundred Thousand Vietnamese Dong only.*)

Article 2. Time and Place of Asset Handover

- Time of handover: From _____ 2026.
- Place of handover: No. 48 To Huu Street, Dai Mo Ward, Hanoi City, Vietnam.

Article 3. Contract Payment

- Method of payment: Bank transfer.
- Currency: Vietnamese Dong (VND).
- Party A shall pay Party B one hundred percent (100%) of the Contract Value within ninety (90) days from the date of execution of this Agreement and prior to taking delivery of the Asset.
- If Party A fails to make full payment within the above-mentioned ninety (90)-day period, Party B shall have the right to unilaterally terminate this Agreement. In such event, Party A shall have no further rights or claims whatsoever in connection with this Agreement or the liquidated asset hereunder, and this Agreement shall be automatically terminated.
- Upon receipt of one hundred percent (100%) of the Contract Value, Party B shall proceed with the handover of the Asset to Party A.

Article 4. Rights and Obligations of the Parties

1. Responsibilities of Party A

- Accept the Asset in its current condition ("as is") and execute the Asset Handover Minutes with Party B.

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- Remove the Asset from Party B's premises within one (1) day from the date on which the Parties sign the Asset Handover Minutes, at the location specified in Article 2 of this Agreement.
- Make payment to Party B in accordance with Article 3 of this Agreement.
- From the time the Asset is handed over, Party A shall assume full responsibility for the custody, preservation, transportation, use, operation and all obligations and liabilities arising in relation to the Asset, including the transfer of ownership registration. All taxes, fees and expenses relating to the transfer of ownership shall be borne by Party A.
- Party A shall bear all loading, transportation and other related expenses incurred in removing the Asset from Party B's premises.

2. Responsibilities of Party B

- Deliver the Asset to Party A at the time specified in Article 2 of this Agreement.
- Provide Party A with valid invoices and supporting documents in accordance with applicable laws.
- Prepare and execute the Asset Handover Minutes.
- Represent and warrant that the transferred vehicle is under Party B's lawful ownership, free from any dispute, seizure for judgment enforcement, pledge, mortgage, lien or any other security interest, unless otherwise disclosed to and accepted in writing by Party A.
- Represent and warrant that, at the time of handover, the vehicle is free from any outstanding traffic fines (including automated traffic enforcement penalties), administrative penalties, unpaid financial obligations or any legal violations arising prior to the handover date that remain unresolved.
- In the event that any traffic violation, automated traffic fine, administrative penalty or financial obligation incurred prior to the handover date is discovered after the handover, Party B shall be responsible for paying all such amounts, reimbursing any related costs and compensating Party A for any losses or damages incurred (if any).

Article 5. General Provisions

- The Parties agree to comply with all applicable laws and regulations. In addition, where applicable, the Parties shall comply with all requirements imposed by donors (*for projects financed by international organizations*) and all contractual obligations, including but not limited to those relating to fraud, corruption, collusion and coercive practices.
- The Parties further agree to comply with their respective internal policies, including but not limited to their respective Code of Conduct and Integrity Compliance Program.
- Where either Party does not maintain such integrity-related policies, that Party agrees to comply with the Code of Conduct and Integrity Compliance Program of the other Party.
- Any breach of this Article shall constitute a material breach of the Agreement. The non-breaching Party shall notify the breaching Party within five (5) working days

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after becoming aware of such breach. The breaching Party shall have ten (10) working days to remedy the breach. If the breach is not remedied within such period, the non-breaching Party may terminate this Agreement.

- Neither Party shall request or engage in any conduct inconsistent with the obligations set forth in this Article. If either Party is expressly requested to commit any act in violation of this Article or any act considered unethical, the other Party shall refuse such request. If the matter cannot be resolved following explanation and discussion, the non-requesting Party may terminate this Agreement.
- This Agreement shall become effective on the date of execution and shall remain in effect until Party A has taken delivery of the Asset from Party B.
- The Parties undertake to fully perform all terms and conditions of this Agreement. Any dispute arising during the performance of this Agreement shall first be resolved through good-faith negotiation. Failing such resolution, the dispute shall be submitted to the competent court in Hanoi for settlement. The court's judgment shall be final and binding, and the breaching Party shall bear all court costs in accordance with applicable laws.
- This Agreement shall be automatically liquidated and terminated if, within five (5) days after Party A has received the Asset, neither Party raises any outstanding issue.
- This Agreement is made in four (4) originals of equal legal validity, with two (2) originals retained by each Party.

FOR THE SELLER

FOR THE PURCHASER

