CÔNG TY CỔ PHẦN VIETOURIST HOLDINGS
Digitally signed by CÔNG TY CỔ PHẦN VIETOURIST HOLDINGS
DN: C=VN, L=TPHCM, CN=CÔNG TY CỔ PHẦN VIETOURIST HOLDINGS, OID.0.9.2342.19200300.100.1.1=MST:0311273634, E=HOANGANH@VIETOURIST.COM.VN
Reason: I am the author of this document
Location:
Date: 2026.11.25 16:45:22+07'00'
Foxit PDF Reader Version: 2024.4.0

VIETOURIST HOLDINGS JOINT STOCK COMPANY

---o0o---

No: 37/2026/CBTT-VTD

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom – Happiness

---o0o---

Ho Chi Minh City, November 23, 2026

EXTRAORDINARY INFORMATION DISCLOSURE

To: Hanoi Stock Exchange;

State Securities Commission of Vietnam.

1. Name of the organization: **VIETOURIST HOLDINGS JOINT STOCK COMPANY ("the Company")**

   Securities code: VTD

   Address: 386/71C Le Van Sy Street, Nhieu Loc Ward, Ho Chi Minh City

   Contact phone: 028.6261.6365 Fax: 028.6253.2111

   E-mail: info@vietourist.com.vn

2. Content of the disclosed information: Resolution No. 11/2026/NQ-BOD dated 23 November 2026 of the Board of Directors on the Approval of the Asset Investment Plan.

3. This information has been disclosed on the Company's website on November 23, 2026 at www.vietourist.com.vn.

We hereby undertake that the information disclosed above is true and we shall be fully responsible before the law for the content of the disclosed information.

On behalf of the Company
Authorized Information Disclosure Officer



Nguyen Duong Trung Hieu

VIETOURIST HOLDINGS JOINT STOCK COMPANY	**SOCIALIST REPUBLIC OF VIETNAM**
No.: 11/2026/NQ-HDQT	**Independence – Freedom – Happiness**
	Ho Chi Minh City, 23 November 2026

RESOLUTION

On approval of the asset investment plan

THE BOARD OF DIRECTORS
VIETOURIST HOLDINGS JOINT STOCK COMPANY

Pursuant to:

- The Law on Enterprises No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on 17 June 2020, as amended and supplemented by Law No. 03/2022/QH15 dated 11 January 2022 and Law No. 76/2025/QH15 dated 17 June 2025;

- The Law on Securities No. 54/2019/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on 26 November 2019, as amended and supplemented by Law No. 56/2024/QH15 dated 29 November 2024;

- Decree No. 155/2020/ND-CP dated 31 December 2020 of the Government detailing the implementation of a number of articles of the Law on Securities, as amended and supplemented by Decree No. 245/2025/ND-CP dated 11 September 2025;

- Circular No. 118/2020/TT-BTC dated 31 December 2020 of the Ministry of Finance guiding a number of contents on the offering and issuance of securities, public tender offers, share buy-backs, registration as a public company and de-registration of public company status, as amended and supplemented by Circular No. 115/2025/TT-BTC dated 15 December 2025;

- The Charter on organisation and operation of Vietourist Holdings Joint Stock Company;

- Minutes of the Board of Directors' meeting No. 11/2026/BB-HDQT dated 23 November 2026 of Vietourist Holdings Joint Stock Company.

HEREBY RESOLVES

Article 1: Approval of the plan to invest in real estate assets

The Board of Directors approves the plan to invest in real estate assets with the following specific contents:

1. The Board of Directors approves the plan to purchase the real estate asset located at: No. 10, Street 31A, Quarter 5, An Khanh Ward, Ho Chi Minh City (former administrative address: No. 10, Street 31A, Quarter 5, An Phu Ward, District 2, Ho Chi Minh City).

Asset information:

- Total area:
  + Land parcel area: 200 m²
  + Construction area: 109.4 m²
  + Floor area: 275.8 m²

- Address: No. 10, Street 31A, Quarter 5, An Khanh Ward, Ho Chi Minh City (former administrative address: No. 10, Street 31A, Quarter 5, An Phu Ward, District 2, Ho Chi Minh City).

- Expected purchase price: VND 46,500,000,000 (the expected purchase price is determined on the basis of Valuation Certificate No. 231/2026/CT-TN290901 dated 06 October 2026 issued by Nghia Hung Valuation – Services Joint Stock Company).

- Source of investment capital: Proceeds raised from the 2026 private placement of shares and other capital sources of the Company.

- Expected implementation period: Q4/2026 to Q1/2027.

- Purpose of purchase: For use as working offices and/or combined with office leasing.

(Draft transfer contract attached)

2. The Board of Directors approves the plan to purchase the real estate asset located at: Tang Nhon Phu Ward, Ho Chi Minh City (address under the former administrative boundaries: Hiep Phu Ward, Thu Duc City, Ho Chi Minh City).

Asset information:

- Land parcel area: 90.7 m²

- Address: Tang Nhon Phu Ward, Ho Chi Minh City (address under the former administrative boundaries: Hiep Phu Ward, Thu Duc City, Ho Chi Minh City).

- Expected purchase price: VND 5,500,000,000 (the expected purchase price is determined on the basis of Valuation Certificate No. 231/2026/CT-TN290901 dated 06 October 2026 issued by Nghia Hung Valuation – Services Joint Stock Company).

- Source of investment capital: Proceeds raised from the 2026 private placement of shares and other capital sources of the Company.

- Expected implementation period: Q4/2026 to Q1/2027.

- Purpose of purchase: For use as working offices and/or combined with office leasing.

(Draft transfer contract attached)

Article 2:

The Board of Directors unanimously assigns and authorises the Chairman of the Board of Directors cum Legal Representative to organise the implementation of the investment procedures for the above-mentioned assets, including but not limited to deciding on the time of implementation and adjusting the purchase price within a range of ±10% against the expected price, directing the Board of Management to appraise, negotiate and sign the transaction contracts; and at the same time deciding on the terms of the contracts and the contents related to the purchase of the assets, ensuring compliance with the provisions of law, the Charter and the regulations of the Company and the interests of shareholders.

Article 3: Effect and implementation

This Resolution takes effect from the date of signing.

The members of the Board of Directors, the Board of Management, heads of units and departments and relevant individuals shall be responsible for implementing this Resolution.

Recipients:

- The Board of Directors, the Supervisory Board;

- The Board of Management;

- Filed at the Office.

ON BEHALF OF THE BOARD OF DIRECTORS

CHAIRMAN OF THE BOARD OF DIRECTORS

TRAN VAN TUAN

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

DRAFT

AGREEMENT ON THE TRANSFER OF LAND USE RIGHTS AND ASSETS ATTACHED TO LAND

Today, on …… [day] …… [month] …… [year], at ……, the parties hereto comprise:

Transferors (hereinafter referred to as "Party A"):
Mr. PHAM NGOC CAU, date of birth: 17 September 1963.
Citizen Identity Card No. 052063000145, issued by the Police Department for Administrative Management of Social Order on 21 December 2021.
Permanent residence address as stated on the Citizen Identity Card: 102 Nguyen Cuu Van, Residential Group 56, Ward 17, Binh Thanh District, Ho Chi Minh City.
Ms. NGUYEN THI XINH, date of birth: 12 June 1968.
Citizen Identity Card No. 038168003355, issued by the Police Department for Administrative Management of Social Order on 13 January 2022.
Permanent residence address as stated on the Citizen Identity Card: 602/33/1 Đien Bien Phu, Ward 22, Binh Thanh District, Ho Chi Minh City.

Transferee (hereinafter referred to as "Party B"):
Organization name: VIETOURIST HOLDINGS JOINT STOCK COMPANY
Address: 386/71C Le Van Sy Street, Nhieu Loc Ward, Ho Chi Minh City
Tax Identification Number: 0311273634
Representative: Mr. Nguyen Duong Trung Hieu Title: General Director
The parties agree to effect the transfer of the land use rights and assets attached to the land in accordance with the following terms and conditions:

ARTICLE 1
LAND USE RIGHTS AND ASSETS ATTACHED TO THE LAND TO BE TRANSFERRED

1. Land use rights
The land use rights held by Party A under Certificate No. CC 396288, recorded in the Certificate Register under No. CS05785, issued by the Department of Natural Resources and Environment of Ho Chi Minh City on 25 December 2015.
Land plot No. 877, map sheet No. 69 (2003 survey records), at No. 10, Street 31A, Quarter 5, An Phú Ward, District 2, Ho Chi Minh City (now An Khánh Ward, Ho Chi Minh City).
Land area: 200 m²; form of use: private use; land use purpose: urban residential land; land use term: long-term.
Origin of land use: Acquired by transfer of land use rights in respect of land allocated by the State subject to payment of land use levy.

2. Assets attached to the land

A Grade III detached house, with a construction footprint of 109.4 m² and a recorded gross floor area of 275.8 m². The diagram in the Certificate shows 43.4 m² of constructed floor area inaccurately and contrary to the applicable regulations; ownership of such area is not recognized.

ARTICLE 2
TRANSFER PRICE AND PAYMENT METHOD

1. The transfer price for the land use rights and assets attached to the land specified in Article 1 of this Agreement is: ..... VND
(In words: ..... Vietnamese dong).
2. Payment method: Cash / Bank transfer.
3. The parties shall make the payment of the amount specified in Clause 1 of this Article themselves and shall bear responsibility therefor in accordance with law.

ARTICLE 3
HANDOVER AND REGISTRATION OF LAND USE RIGHTS; REGISTRATION OF OWNERSHIP OF ASSETS ATTACHED TO THE LAND

1. Party A shall hand over to Party B the land plot and assets attached to the land specified in Article 1 of this Agreement, together with the documents evidencing the land use rights and ownership of the assets attached to the land, at the time this Agreement is notarized.
2. Party B shall register the land use rights and ownership of the assets attached to the land with the competent authority in accordance with law.

ARTICLE 4
RESPONSIBILITY FOR PAYMENT OF TAXES AND FEES

Each party shall be responsible for paying the taxes and fees relating to the transfer of the land use rights and assets attached to the land under this Agreement that are payable by such party.

ARTICLE 5
DISPUTE RESOLUTION

During the performance of this Agreement, should any dispute arise, the parties shall seek to resolve it through negotiations on the principle of mutual respect for each other’s interests. If the dispute cannot be resolved through negotiations, either party shall have the right to initiate legal proceedings before a competent court for resolution in accordance with law.

ARTICLE 6
REPRESENTATIONS AND UNDERTAKINGS OF THE PARTIES

Party A and Party B shall be legally responsible for the following representations and undertakings:

1. Party A represents and undertakes that:
1.1. All information concerning the parties’ personal particulars, the land plot and the assets attached to the land stated in this Agreement is true and accurate;
1.2. The land plot is eligible for transfer of land use rights in accordance with law;
1.3. As at the date of execution of this Agreement:
a) The land plot and the assets attached to the land are not subject to any dispute;

b) The land use rights and the assets attached to the land are not subject to distraint or attachment to secure enforcement of a judgment or decision;
1.4. The execution of this Agreement is entirely voluntary and is not induced by fraud or coercion;
1.5. Party A shall duly and fully perform the agreements set out in this Agreement.

2. Party B represents and undertakes that:
2.1. All personal particulars stated in this Agreement are true and accurate;
2.2. Party B has carefully examined and is fully aware of the land plot and assets attached to the land specified in Article 1 of this Agreement, as well as the documents evidencing the land use rights and ownership of the assets attached to the land;
2.3. The execution of this Agreement is entirely voluntary and is not induced by fraud or coercion;
2.4. Party B shall duly and fully perform the agreements set out in this Agreement.

ARTICLE 7
FINAL PROVISIONS

The parties acknowledge that they have fully understood their respective rights, obligations and lawful interests, as well as the legal consequences of entering into this Agreement.

PARTY A	PARTY B
(Signature and full name)	

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

DRAFT

AGREEMENT ON THE TRANSFER OF LAND USE RIGHTS

Today, on …… [day] …… [month] …… [year], at ……, the parties hereto comprise:

Transferor (hereinafter referred to as "Party A"):
Ms. TRINH THI HANH, date of birth: 21 September 1983.
Citizen Identity Card No. 052183019217, issued by the Police Department for Administrative Management of Social Order on 26 August 2023.
Permanent residence address as stated on the Citizen Identity Card: 9.1 E2, Lot E, My Đuc Apartment Building, Ward 21, Binh Thanh District, Ho Chi Minh City.

Transferee (hereinafter referred to as "Party B"):
Organization name: VIETOURIST HOLDINGS JOINT STOCK COMPANY
Address: 386/71C Le Van Sy Street, Nhieu Loc Ward, Ho Chi Minh City
Tax Identification Number: 0311273634
Representative: Mr. Nguyen Duong Trung Hieu Title: General Director
The parties agree to effect the transfer of the land use rights in accordance with the following terms and conditions:

ARTICLE 1
LAND USE RIGHTS TO BE TRANSFERRED

1. Land use rights
Certificate No. DG 985881, recorded in the Certificate Register under No. CS09521, issued by the Department of Natural Resources and Environment of Ho Chi Minh City on 22 November 2022. The page recording changes to the Certificate reflects the deregistration of the mortgage and the transfer of the land use rights to Ms. Trịnh Thị Hạnh.
Land plot No. 617, map sheet No. 9, Hiep Phu Ward, Thu Duc City, Ho Chi Minh City (now Tang Nhon Phu Ward, Ho Chi Minh City).
Land area: 90.7 m²; form of use: private use, comprising 84.2 m² of urban residential land with a long-term land use term and 6.5 m² of other annual-crop land with a land use term until 23 March 2068.
Origin of land use: Acquired by transfer of land use rights, with the land use rights recognized as equivalent to land allocation subject to payment of land use levy in respect of 84.2 m², and equivalent to land allocation without payment of land use levy in respect of 6.5 m².
The Certificate does not record any house or construction works on the land plot.

ARTICLE 2
TRANSFER PRICE AND PAYMENT METHOD

1. The transfer price for the land use rights specified in Article 1 of this Agreement is: ..... VND
(In words: ..... Vietnamese dong).
2. Payment method: Cash / Bank transfer.
3. The parties shall make payment of the amount specified in Clause 1 of this Article themselves and shall bear responsibility therefor in accordance with law.

ARTICLE 3
HANDOVER AND REGISTRATION OF LAND USE RIGHTS

1. Party A shall hand over the land plot and the documents evidencing the land use rights to Party B at the time this Agreement is notarized.
2. Party B shall register the land use rights with the competent authority in accordance with law.

ARTICLE 4
RESPONSIBILITY FOR PAYMENT OF TAXES AND FEES

Each party shall be responsible for paying the taxes and fees relating to the transfer of land use rights that are payable by such party.

ARTICLE 5
DISPUTE RESOLUTION

During the performance of this Agreement, should any dispute arise, the parties shall seek to resolve it through negotiations on the principle of mutual respect for each other's interests. If the dispute cannot be resolved through negotiations, either party shall have the right to initiate legal proceedings before a competent court for resolution in accordance with law.

ARTICLE 6
REPRESENTATIONS AND UNDERTAKINGS OF THE PARTIES

Party A and Party B shall be legally responsible for the following representations and undertakings:

1. Party A represents and undertakes that:
1.1. All information concerning the personal particulars and the land plot stated in this Agreement is true and accurate;
1.2. The land plot is eligible for transfer of land use rights in accordance with law;
1.3. As at the date of execution of this Agreement:
a) The land plot is not subject to any dispute;
b) The land use rights are not subject to distraint or attachment to secure enforcement of a judgment or decision;
1.4. The execution of this Agreement is entirely voluntary and is not induced by fraud or coercion;
1.5. Party A shall duly and fully perform the agreements set out in this Agreement.

2. Party B represents and undertakes that:
2.1. All personal particulars stated in this Agreement are true and accurate;
2.2. Party B has examined the land plot specified in Article 1 and the documents evidencing the land use rights;

2.3. The execution of this Agreement is entirely voluntary and is not induced by fraud or coercion;
2.4. Party B shall duly and fully perform the agreements set out in this Agreement.

ARTICLE 7
FINAL PROVISIONS

The parties acknowledge that they have fully understood their respective rights, obligations and lawful interests, as well as the legal consequences of entering into this Agreement.

PARTY A	PARTY B
(Signature and full name)	