

**LAM DONG INVESTMENT AND  
HYDRAULIC CONSTRUCTION JOINT  
STOCK COMPANY**

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**Số: 75./2025/CBTT-LHC**

*"V/v: Disclosure of information regarding the  
signing of the 2025 financial audit contract"*

**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence – Freedom – Happiness**  
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*Lam Dong, June 26, 2025*

**To: - State Securities Commission  
- Hanoi Stock Exchange**

- 1. Company name:** Lam Dong Investment and Hydraulic Construction Joint Stock Company.
- 2. Stock code:** LHC
- 3. Head office address:** No. 87 Phu Dong Thien Vuong St., Ward 8, Da Lat City, Lam Dong Province.
- 4. Phone:** 0263 3821854 - 0978717220 **Fax:** 0263 3832542
- 5. Information disclosure officer:** Nguyen Thi Thu Huong
- 6. Content of disclosed information:** On June 26, 2025, Lam Dong Investment and Hydraulic Construction Joint Stock Company signed Audit and Review Contract No. 632.2024/HĐKT-RSMHCM with RSM Vietnam Auditing & Consulting Co., Ltd regarding the review of financial information for the accounting period ending June 30, 2025, and the audit of financial statements for the fiscal year ending December 31, 2025. (Contract details are attached to this notice.)

We hereby certify that the above disclosed information is true and we take full legal responsibility for the content disclosed.

**Recipients:**

- As above
- Archived.

**INFORMATION DISCLOSURE OFFICER**



**Nguyen Thi Thu Huong**

No: 632.2024/HĐKT-RSMHCM

Ho Chi Minh City, June 26<sup>th</sup>.....2025

## AUDIT AND REVIEW CONTRACT

(Re: Reviewing the interim financial information for the six-month period ended 30 June 2025  
and Auditing the financial statements for the year ended 31 December 2025 of  
**LAM DONG INVESTMENT AND HYDRAULIC CONSTRUCTION JOINT- STOCK COMPANY**)

- Pursuant to Civil Law No. 91/2015/QH13 dated 24 November 2015;
- Pursuant to Commercial Law No. 36/2005/QH11 dated 14 June 2005;
- Pursuant to Independent Audit Law No. 67/2011/QH12 dated 29 March 2011;
- Pursuant to Decree No. 17/2012/NĐ-CP dated 13 March 2012 issued by the Government of the Socialist Republic of Vietnam detailing and guiding implementation of a number of articles of Independent Audit Law;
- Pursuant to Vietnamese Standard on Auditing 210 - Audit Contract;
- Pursuant to Vietnamese Standard on Review Engagements 2410 - Review of Interim Financial Information Performed by the Independent Auditor of the Entity.
- Pursuant to Decision No. 1266/QĐ - UBCK dated 19 November 2024 issued by the State Securities Commission on approval for RSM Vietnam Auditing and Consulting Co., Ltd to be audited for the public interest entities in the field of securities in 2025.

The Contract was drawn up and agreed by the following parties:

**PARTY A** : **LAM DONG INVESTMENT AND HYDRAULIC CONSTRUCTION  
JOINT- STOCK COMPANY**

**Represented by** : **Mr. LE VAN QUY**

**Position** : **Director**

**Address** : **87 Phu Dong Thien Vuong, Ward 8, Da Lat City, Lam Dong**

**Telephone** : **(84 263) 3821 854 – 3817 734**

**Tax Code** : **5800000424**

**Account (VND) No.** : **641.1000.000.1360**

**At** : **Joint Stock Commercial Bank for Investment and Development of Vietnam  
– Lam Dong Branch**

**PARTY B** : **RSM VIETNAM AUDITING & CONSULTING COMPANY LIMITED**

**Represented by** : **Mrs. LUC THI VAN**

**Position** : **Senior Partner**  
(Under the Power of Attorney No.03/2024-25/UQ-RSM dated December 31, 2024)

**Address** : **147-147Bis Hai Ba Trung Street, Vo Thi Sau Ward, District 3, Ho Chi Minh City**



Telephone : (84 28) 3827 5026  
Fax : (84 28) 3827 5027  
Tax Code : 0302361789  
Account (VND) No. : 700-001-704294  
At : Shinhan Bank Viet Nam Limited

After discussion, both parties have agreed to sign the Contract with terms and conditions as follows:

## **ARTICLE 1: CONTENT OF THE CONTRACT**

Party B shall conduct:

- A review of separate and consolidated interim financial information of Party A for the six-month period ended 30 June 2025, which comprise the interim statement of financial position, and the related statement of income, changes in equity (if any), cash-flow for the six-month period then ended and accounting policies and explanatory notes to the interim financial information. The review will be conducted by Party B for the purpose of expressing a conclusion on the financial information.
- An audit of the separate and consolidated financial statements of Party A for the financial year ended 31 December 2025, which comprise the statement of financial position, income statement, statement of changes in equity (if any), cash-flow statement and accounting policies and explanatory notes to the financial statements then ended. The audit will be conducted by Party B under Vietnamese Standards on Auditing for the purpose of expressing an audit opinion on the financial statements of Party A.

## **ARTICLE 2: RESPONSIBILITIES OF THE PARTIES**

### **2.1 Responsibilities of Party A:**

The audit and review shall be conducted on the basis that those charged with governance and management (where appropriate) of Party A acknowledge and understand their responsibilities:

- a. For the preparation and presentation of the financial statements that give a true and fair view in accordance with Vietnamese Accounting Standards, the Corporate Accounting System and relevant Vietnamese legislation on the preparation and presentation of financial statements;
- b. For such internal control as management determines is necessary to enable the preparation of the financial statements that are free from material misstatement whether due to fraud or error;
- c. To provide Party B, in a timely manner, with:
  - Access to all information and documents that management considers relevant to the preparation and presentation of the financial statements, including accounting books and records, documents, and other related supporting documents;
  - Additional information that auditors and the audit firm may request;
  - Unrestricted access to persons of Party A from whom auditors and the audit firm determine it necessary to obtain audit and review evidence (including delegation of responsible persons to work with Party B during the course of the audit and review).
- d. Those charged with governance and management (where appropriate) of Party A are required to provide Party B with a Representation Letter concerning representations made to us in connection with the audit and review, as part of the audit procedures of the Vietnamese Standards on Auditing, acknowledging management's responsibility for the preparation and presentation of the financial statements and affirming that the effects of uncorrected misstatements that have been identified - including those pertaining to previous accounting periods - are immaterial, both individually and in the aggregate, to the financial statements taken as a whole;
- e. Facilitating full co-operation from the staff of Party A during the conduct of the audit and review; and for



- f. Making payment of the audit, review fee and other charges (if any) to Party B under Articles of this contract.

## **2.2 Responsibilities of Party B**

- a. The audit shall be conducted in accordance with Vietnamese Standards on Auditing, law and relevant legislation. Those standards require that Party B comply with ethical requirements, and plan and perform the audit to obtain reasonable assurance about whether, in all material respects, the financial statements are free of material misstatement. An audit involves Party B performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the interim financial information.
- b. The review shall be conducted in accordance with Vietnamese Standards on Review Engagements 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity with the objective of providing us with a basis for reporting whether anything has come to our attention that causes us to believe that the interim financial information is not prepared, in all material respects, in accordance with Vietnamese Accounting Standards, the Corporate Accounting System and relevant Vietnamese legislation on the preparation and presentation of financial statements. Review consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures and does not, ordinarily, require corroboration of the information obtained. The scope of a review of interim financial information is substantially less than the scope of an audit conducted in accordance with Vietnamese Standards on Auditing, whose objective is the expression of an opinion regarding the financial statements and, accordingly, we shall express no such opinion. A review of interim financial information does not provide assurance that we will become aware of all significant matters that might be identified in an audit. Further, the review of Part B cannot be relied upon to disclose whether fraud or errors, or illegal acts exist. However, Part B will inform Part A of any material matters that come to Part B's attention.
- c. Party B shall inform Party A of the work content and audit and review plan, and delegate competent and experienced auditors and assistants to perform the audit and review.
- d. Party B shall perform the audit and review in accordance with the principles of independence, objectivity and confidentiality. Accordingly, Party B may not disclose relevant information to any third party without the consent of Party A, except as required by law and applicable regulations, or in cases where that information has been published by the governmental agencies or Party A.
- e. Party B is responsible for requesting Party A to confirm the representations provided to Party B during the audit and review. According to the Vietnamese Standards on Auditing and Vietnamese Standards on Review Engagements, satisfying such a requirement and the receiving of a Representation Letter from those charged with governance and management of Party A on relevant issues are one of the bases for Party B to express an opinion or a conclusion on the financial statements of Party A.
- f. Due to inherent limitations of an audit, for example, the use of judgment and selective testing of data and the possibility that collusion, forgery, intentional omissions, misrepresentations, or the override of internal control may preclude the detection of material error, fraud, or non-compliance with laws or regulations, there is some risk that a material misstatement of the financial statements may remain undetected even though the audit is properly planned and performed in accordance with the Vietnamese Standards on Auditing.
- g. In making risk assessments, Party B considers internal control relevant to Party A's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Party A's internal control. However, Party B will communicate to Party A in writing any significant deficiencies in internal control relevant to the audit of the financial statements that Party B has identified during the audit.
- h. Party B will inform Party A of any events likely to cause any delays to the completion of Party B's work in carrying out the audit. Such delays expand the scope of work or increase the fees for the work.



### **ARTICLE 3: AUDITORS REPORT, REVIEWED REPORT**

The audit and review will be conducted when Party B receives the unaudited and unreviewed financial statements by 2 days in advance. In case Party A could not provide the financial statements in a timely manner, Party B would not be able to perform the audit and review as planned; and as a result, the new audit and review performance schedule will be re-arranged by Party B and the new schedule will be notified to Party A.

The auditors' report will be expected to be issued in accordance with the agreed timetable on the basis that Party A facilitates the conditions necessary for completing the audit work.

Should conditions not now anticipated preclude us from completing our audit/review and issuing our report as contemplated by this Contract, we will advise you and those charged with governance promptly and take such action as we deem appropriate.

To the extent that the provision of the services is impacted by a pandemic, disease (including COVID-19) as a result of government, state authorities implemented restrictions, or any reasonable measures taken by either Party to protect the health and safety interests of either Party's personnel such as working from home or limitations on travel or physical meetings, the Parties will discuss in good faith, inter alia, alternative working arrangements, revised scope of work, additional costs for performance of services or restoration or an extension of time in the event of such delay or non-performance. If an extension of time is not feasible or if the parties are not able to reach an amicable solution, we reserve the right to terminate this Contract immediately by giving written notice without any liability whatsoever, save and except in respect of any antecedent breach.

Upon completion of the audit and review, Party B shall deliver to Party A:

- Eight (08) copies of the reviewed interim financial information in Vietnamese and English each, Party A shall retain seven (07) copies each and Party B shall retain one (01) copy each;
- Eight (08) copies of the audited financial statements in Vietnamese and English each. Party A shall retain seven (07) copies each and Party B shall hold one (01) copy each;
- Two (02) copies of a Management Letter (if applicable) in Vietnamese which discusses the findings and recommendations concerning the deficiencies identified during the audit for the purpose of improving the accounting system, the preparation of the financial statements and internal control, Party A shall retain one (01) copy and Party B shall hold one (01) copy.

The auditor's report will be prepared in accordance with Independent Audit Law, Vietnamese Standard on Auditing 700, and other standards on auditing, and relevant legislation.

The review report on interim financial information will be prepared in accordance with Vietnamese Standards on Review Engagements 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity and relevant legislation.

If Party A intends to publish or otherwise reproduce in any document, Party B's auditors' report on Party A's financial statements or the review report on interim financial information, or otherwise make reference to Party B in a document that contains other information in addition to the audited financial statements or the reviewed interim financial information, thereby associating Party B with such a document, Party A agrees that its management will provide Party B with a draft of the document and obtain Party B's approval for the inclusion or incorporation of Party B's report, or the reference to Party B, in such a document before the document is printed and distributed.

### **ARTICLE 4: RETROSPECTIVE ADJUSTMENTS AND INTERPRETATIONS**

Party B's audit will be based on Party A's interpretation and understanding of relevant laws, regulations and standards which may differ from the subsequent interpretation of those laws, regulations and standards by regulatory authorities or other parties. Consequently, there is some risk of retrospective adjustments having to be made in the future to the financial statements. Party A hereby confirms its acknowledgement of this risk.

## **ARTICLE 5: SERVICE FEES AND PAYMENT METHOD**

### **5.1. Service fees**

Review and audit charge for the separate financial statements for the year ended 31 December 2025:	VND 63,000,000
Review and audit charge for the consolidated financial statements for the year ended 31 December 2025:	VND 63,000,000
Translation of 4-quarter consolidated report:	VND 20,000,000
<b>Total</b>	<b>VND 146,000,000</b>
<i>(In words: One hundred forty-six million Vietnam Dongs)</i>	

*\* The above fee does not include value added tax and value added tax rate will be applied according to tax law at the time of completing service and issuing the invoice.*

### **5.2. Payment method:**

The fee will be payable by transfer to Party B' bank account:

- **The first payment:** Party A shall pay to Party B an amount equal to 50% of fees upon the start of reviewing . The payment term is 10 working days from the date Party B start work on the audit.
- **Last payment:** The remaining amount will be paid to Party B when the final auditors' report and an invoice are delivered to Party A within 10 working days of the invoice date. Party B reserves the right to raise a finance charge at the maximum rate permitted by Law on any invoice not settled within 10 working days of the invoice date.

## **ARTICLE 6: CONFIDENTIALITY**

Party B will keep confidential all information passed to it by Party A (unless such information is in the public domain, or its disclosure is expressly permitted by Party A or is required by any law or regulation).

Party B may store, host, process, transmit and backup personal data in a cloud which may be managed by a third-party service provider. We will take reasonable steps to ensure such personal data is stored and secured in accordance with the requirements of applicable laws.

Party A will keep confidential any methodologies and technology used to carry out an assignment and will not disclose any report or information provided by Party B or otherwise agreed in writing.

Party A hereby approves for Party B to disclose limited information regarding the services set out in this contract for use when preparing proposals and marketing materials provided that when preparing proposals such information is limited to the Party A's company name and a brief description of the scope of work that has been provided to Party A.

## **ARTICLE 7: INTELLECTUAL PROPERTY**

The working papers and audit files related to the audit and the service provision created by Party B during the service performance and provision, including electronic documents and files, are our sole intellectual property of Party B. Party B retains the copyright on all materials provided to Party A.

## **ARTICLE 8: DISCLOSURE OF INFORMATION**

The Parties acknowledge that they may correspond or convey documentation via email and/or the internet unless one of the parties expressly requests otherwise. They accept the inherent risks including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices but will take reasonable steps to minimize such risks by performing regular virus checks on their internal systems through which all communications are sent to or received from each other.



Where Party A or Party B receives any personal data which not used to fulfill its obligations under the contract, both Parties shall ensure that the personal data will not be used for any other purposes. In fulfillment of its obligations, each takes reasonable security measures to protect personal data in its possession in order to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal, or similar risks.

#### **ARTICLE 9: COMMITMENTS AND FORCE MAJEURE**

Both parties commit to implement all articles as set forth herein. During the implementation, either party should be kept promptly informed of any problems that might obstruct the successful completion of this contract to discuss possible solutions. Information shall be directed to the other party in writing at the address above.

The parties agree to perform the audit Contract on a voluntary and fair basis and for the parties' benefit. All disputes arising associated with the audit Contract shall be firstly resolved by discussion and negotiation. If the dispute is not resolved through those negotiations within 30 days from the date of the dispute arising, it shall be referred to and finally resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with this center's rules of arbitration. The arbitration tribunal consists of 1 (one) arbitrator appointed by VIAC. The place of arbitration is in Ho Chi Minh City and the arbitration language is Vietnamese.

Neither party shall be in breach of the contractual obligations nor shall either party incur any liability to the other if either party is unable to comply with this contract as a result of any cause beyond its reasonable control. In the event of any such occurrence affecting either party, that party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the contract, on notice taking effect immediately upon delivery.

#### **ARTICLE 10: HOLD HARMLESS**

Party B will use reasonable skill and care in the performance of the engagement.

To the fullest extent permitted by law Party B's maximum aggregate liability relating to services rendered (including legal fees) due to negligence or otherwise, shall in no circumstances exceed the charges paid for the portion of service or work giving rise to the liability. In no event shall Party B be liable for loss, damage or expense (including without limitation lost profits, opportunity costs etc.).

Party A could complain and claim compensation (if any) related to the service or other issues under this Contract within 2 years from the date of service completion.

#### **ARTICLE 11: SOLICITATION AND HIRING OF PARTY B'S EMPLOYEES**

The independence of Party B's auditors may be impaired if Party A solicits or hire Party B's employees. This may either delay the provision of the services or cause Party B to resign from the engagement. You shall not, during the term of this Contract and for 6 months following its termination, for any reason, without the prior written consent of Party B, solicit and hire Party B's employees.

#### **ARTICLE 12: TERMINATION**

The Contract may be terminated forthwith as agreed by both parties or by either party in the event of the other going into insolvent liquidation or being the subject of any other formal insolvency procedure.

Party B may terminate the Contract forthwith in the event that Party A is in breach of any of the Terms of the Contract or if Party B otherwise considers it necessary.

If the Contract is terminated by either party prior to completion, all outstanding fees and expenses incurred for work completed up to that point shall remain payable to Party B.

This contract will be automatically terminated upon both Parties' fulfillment of their obligation.

**ARTICLE 13: EFFECTIVENESS - LANGUAGE - DURATION OF CONTRACT**

This contract is made two (02) copies in Vietnamese and two (02) copies in English. Each party shall retain one (01) copy in Vietnamese and one (01) copy in English. This contract shall come into force upon the second signature and stamp. In case of misinterpretation, the Vietnamese version shall be binding.

For and behalf of Party A

Director



LE VAN QUY

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For and behalf of Party B

Senior Partner



LUC THI VAN

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