

**RESOLUTION**

*Regarding: Approval of the Transaction between  
Kien Long Commercial Joint Stock Bank and related parties as per legal regulations.*

**THE BOARD OF DIRECTORS**

**KIEN LONG COMMERCIAL JOINT STOCK BANK**

- Pursuant to the Law on Enterprises No. 59/2020/QH14 dated June 17, 2020;
- Pursuant to the Law on Credit Institutions No. 32/2024/QH15 dated January 18, 2024;
- Pursuant to the current Charter of Kien Long Commercial Joint Stock Bank (KienlongBank);
- Pursuant to the current Regulations on Organization and Operation of the Board of Directors;
- Pursuant to the Minutes of the Board of Directors' Meeting dated 21/08/2025.

**RESOLVES:**

- Article 1.** Approval of the transaction between KienlongBank and the related parties as per law, specifically: the Authorization Contract between KienlongBank and Kienlongbank Asset Management Company (KBA Company) to perform the following tasks: **"Manage, operate all assets of KienlongBank (including but not limited to ensuring safety, order, and sanitation) at its head office, representative offices, branches, transaction offices, other business locations, and specialized vehicles of KienlongBank."**  
*(The draft Authorization Contract between KienlongBank and KBA Company is attached herewith.)*
- Article 2.** Conditions attached to the implementation of the Authorization Contract:
- The total annual authorization fee between KienlongBank and KBA must be less than 20% of KienlongBank's chartered capital as stated in the latest audited financial report.
  - Other related conditions in the Authorization Contract shall be implemented in accordance with KienlongBank regulations and the law in each period.
- Article 3.** The Board of Directors authorizes the General Director/Acting General Director to direct the implementation and organize the implementation of delegated activities as approved by the Board of Directors in Article 1 of this Resolution, including amending and supplementing the contents of the

Authorization Contract to comply with legal regulations, the Charter, financial regulations, and other relevant internal rules of KienlongBank, and to report to the Board of Directors on a quarterly basis.

**Article 4.** Members of the Board of Directors, Board of Management, Chief Accountant, Chief of Divisions, Regional Directors, Directors of Representative Offices, Directors of Headquarters Departments/Units/Centers, Directors of Branches, and Transaction Offices under KienlongBank, all KienlongBank and KBA officers and employees, and relevant units and individuals are responsible for implementing this Resolution.

**Article 5.** This Resolution takes effect from the date of signing.

**Recipients:**

- Board of Supervisors (for reporting);
- As per Article 4 (for implementation);
- Archived at: BOD Office

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



**Tran Ngoc Minh**



**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence – Freedom – Happiness**

**AUTHORIZATION CONTRACT**  
No. .... /H DUQ/KLB - KBA

Today, on date .... month ..... year 2025, we are:

**AUTHORIZING PARTY: KIEN LONG COMMERCIAL JOINT STOCK BANK**

Address: No. 40-42-44 Pham Hong Thai Street, Rach Gia Ward, An Giang Province

Telephone: 0297 3869 950

Fax: 0297 3877 538

Tax code: 1700197787

Representative:

Title:

(Hereinafter referred to as "Party A")

**AUTHORIZED PARTY: KIENLONGBANK ASSET MANAGEMENT  
COMPANY – KIEN LONG COMMERCIAL JOINT STOCK BANK**

Address: 6th Floor, No. 40-42-44 Pham Hong Thai Street, Rach Gia Ward, An Giang Province

Phone: 0297 3869 950

Tax Code: 1701452905

Representative:

Title:

(Hereinafter referred to as "Party B")

Both parties agree to enter into this Authorization Contract regarding full compliance in the safety, hygiene, and management of the asset of Party A (hereinafter referred to as the "Contract") with the following terms:

**Article 1. Scope of Authorization**

Party A authorizes and Party B agrees to accept the authorization to: manage, operate all assets of Party A (including but not limited to ensuring safety, order, and sanitation) at its head office, representative offices, branches, transaction offices, other business locations ("Locations"), and specialized vehicles of Party A.

**Article 2. Duration of Authorization**

Duration of Authorization: from the effective date of this Contract until its termination as prescribed in Article 6 of this Contract.

**Article 3. Fees**

1. Party B is entitled to a monthly advance for contract expenses, to issue monthly invoices for payment, and to settle actual expenses on a quarterly basis.
2. Party A shall pay Party B a monthly fee corresponding to the scope of work specified in this Contract.
3. The detailed actual incurred expenses will be confirmed by both parties at the end of each quarter according to a specific statement.

4. Payment method: shall transfer payment to Party B's account with the following details:

- Account name: Công ty TNHH MTV quản lý nợ và khai thác tài sản – Ngân hàng TMCP Kiên Long
- Account number: 74713
- Bank: Kien Long Commercial Joint Stock Bank – Saigon Branch

If there is a change in account information, Party B must notify Party A within 2 working days before payment is made by Party A to Party B.

5. Payment term: within ... days from the date the parties agree on the incurred expenses for the payment period as stated in Clause 1 of this Article.

#### **Article 4. Rights and Obligations of Party A**

1. To require Party B to fulfill the authorized work and fully report to Party A on work execution including but not limited to: performance updates, issues, hindrances, abnormal events, and relevant matters when executing work.
2. To demand and receive from Party B the return of assets at any time within the authorization period.
3. To terminate the Contract and demand compensation if Party B breaches this Contract and/or if Party B, personnel of Party B cause damage to Party A and/or third parties when executing authorized work.
4. To provide Party B with necessary information and documents related to the Location and assets for work execution, and to require Party B to return the provided information and documents.
5. To pay Party B in full and on time per Article 3.
6. To have and fulfill other rights and obligations as agreed or as per law.

#### **Article 5. Rights and Obligations of Party B**

1. To execute the authorized work in compliance with this Contract and applicable law, and report to Party A the work execution as requested.
2. To inform the third parties of the scope and duration of authorization.
3. To request information and documents from Party A that related to the Locations, assets in order to carry out authorized work as per this Contract.
4. To request timely and full payment as per Article 3.
5. To independently arrange personnel, equipment, and resources,... to perform work within scope of authorization. During the execution of authorized work, Party B and Party B's personnel must ensure compliance with the laws and regulations of Party A.
6. To preserve and maintain all files, documents, and assets that Party A has entrusted to Party B to perform the work within the scope of authorization. Return to Party A all files and documents received from Party A and/or obtained during the execution of this contract, as requested by Party A and/or upon termination of this contract.
7. To maintain confidentiality of all information and documents that Party B receives from Party A, or that Party B becomes aware of or obtains during the execution of this contract, except when necessary to perform the work within the scope of this contract's authorization or with the written consent of Party A.



8. Within the scope of authorization, Party B has the right to hire a third-party service to perform the work but is not permitted to transfer its rights and obligations under this contract to a third party.
9. To fully compensate Party A for any damages in the event of a contract breach and/or when Party B or its personnel, while performing the authorized work under this contract, causes damage to Party A and/or a third party.
10. To receive and fulfill other rights and obligations as agreed or as per law.

#### **Article 6. Termination of the Contract**

This Contract terminates when:

1. Both parties agree in writing to replace/ terminate the validity of this Contract; or
2. Either party unilaterally terminates this Agreement, provided that a written notice is given to the other party 30 days prior to the intended termination date; or
3. Other cases specified in this contract and by law.

#### **Article 7. Commitments**

1. This Contract is voluntarily and mutually agreed upon.
2. Both parties parties commit to performing all agreements specified in the contract completely and accurately.

#### **Article 8. General provisions**

1. The Authorization Contract takes effect from the date of signing and shall be governed and interpreted in accordance with the laws of Vietnam.
2. In the event of a dispute, both parties will first attempt to resolve it through negotiation. If a resolution cannot be reached, either party has the right to file a lawsuit with a competent People's Court. The Court's decision shall be final and binding on both parties.
3. Any amendment or supplement to this authorization contract will only be valid if made in writing and signed by the legal representatives of each party, with proper seals affixed.
4. This contract is made in four (04) copies, all of which have the same legal validity. Each party shall keep two (02) copies.

**PARTY A**

**PARTY B**

**AUTHORIZING PARTY**

**AUTHORIZED PARTY**