

SOCIALIST REPUBLIC OF VIETNAM

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FRAMEWORK CONTRACT FOR COAL PURCHASE 2026

Number: HĐNT/IDC-XMPT

- Pursuant to Commercial Law No. 36/2005/QH11 issued on June 14, 2005, by the Socialist Republic of Vietnam;
- Pursuant to Civil Code No. 91/2015/QH13 dated November 24, 2015, by the National Assembly of the Socialist Republic of Vietnam;
- Pursuant to the guiding documents implementing the laws issued by ministries, sectors, and the regulations of the Vietnam National Coal - Mineral Industries Group;
- Based on the capacity and needs of both parties.

Today, this ... day of January 2026, we include:

PARTY A (THE SELLER): IDC JOINT STOCK COMPANY

Address : Song Thao Street, Thanh Mieu Ward, Phu Tho Province

Tax identification number: 2600 258 928

Account No.: : 110000172192 at Vietnam Joint Stock Commercial Bank for Industry and Trade - Hung Vuong Branch

Representative (Mr.) : NGUYEN KHAC LAM

Position: Director

PARTY B (THE BUYER): PHU THO CEMENT JOINT STOCK COMPANY

Address : Area 12, Thanh Ba Commune - Phu Tho Province

Tax ID: 2600116271 Phone: 02103.885.310

Account No.: : 2711201002097 at Vietnam Bank for Agriculture and Rural Development – Thanh Ba District Branch - Phu Tho II

Representative (Mr.) : TRAN TUAN DAT

Position: General Director

Both parties agree to sign the coal purchase contract for 2026 with the following specific terms:

ARTICLE 1: QUANTITY, TYPE, QUALITY

1. Quantity: As per the Buyer's requirements and the Seller's supply capacity.
2. Type: Specified in each specific contract appendix.
3. Quality of coal purchased and sold:

According to the national quality standards TCVN 8910:2020 or the Company Standards (TCCS) announced and applied by the Vietnam National Coal - Mineral Industries Group (TKV).

Agreement on total moisture content: The moisture content upon delivery and

receipt shall be the actual moisture content, not exceeding 14%.

ARTICLE 2: LOCATION, METHOD OF DELIVERY AND RECEIPT

2.1. Location of Delivery and Receipt: Delivery at the Buyer's warehouse (Area 12, Thanh Ba Commune, Phu Tho Province)

- *Delivery and receipt of quantity: Goods shall be determined via the Buyer's electronic scale*
- Delivery and receipt of quality: Sampling, sample preparation, and analysis of coal quality indicators shall be carried out according to current national standards (TCVN) and the agreement of both parties. The quality inspection of coal shall be carried out according to current regulations of the State and the Vietnam National Coal - Mineral Industries Group.

2.2. Time and schedule of delivery and receipt:

- According to the Buyer's registered coal purchase plan, the Buyer shall give notice 07 days prior to taking the goods. Specific timing shall be confirmed by both parties according to each purchase order.

ARTICLE 3: COAL PRICE, PAYMENT

3.1. Coal Price:

- The coal price shall be calculated based on the quotation at the time of taking the goods and shall be shown on the invoice.
- *Unit price adjustment based on gross calorific value on dry basis (Q_{kg}):*
If the calorific value increases or decreases compared to the calorific value specified in the contract content for each type of goods, the unit price shall be adjusted according to the formula:

$$\frac{P_{tt} = P_x}{Q^k}$$

Where:

- P_{tt}: Adjusted payment unit price;
- P: Unit price according to the quotation for each batch.
- Q_{kt}: Actual calorific value;
- Q_k: Total calorific value according to the quotation for each batch (cal/g)

3.2. Method of Payment:

- Payment Quantity (for slack coal/fines): Is the actual quantity of coal delivered at the delivery location, converted to the stipulated payment moisture content.

+ The payment quantity of coal shall be determined according to the formula:

$$100 - W_{p_{gn}}$$

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e*

re:

$$K_{tt} = K_{gn} \, x$$

$$100 - W^p_{tb}$$

Ktt: Payment quantity of coal.

Kgn: Actual quantity of coal delivered corresponding to the actual moisture content.

Wtpgn: Actual moisture content of delivered coal.

Wtpbtb: Total Moisture (TP) content of coal according to TCVN (8.5%)

- Form of payment: Cash or bank transfer.
- Payment deadline: The Buyer shall pay the full amount for the goods to the Seller

within 20 days from the date of invoice issuance.

- Payment documents include:

- 1/. Minutes of acceptance of quantity and payment value.
- 2/. Material receipt confirmation slip confirmed by the Buyer's functional departments.
- 3/. Value Added Tax Invoice, Adjustment Invoice (if any).

ARTICLE 4: RESPONSIBILITIES OF THE PARTIES

4.1. Responsibilities of the Seller:

- Shall be responsible for the origin and source of the batch of goods.
- Shall ensure sufficient supply of goods for delivery to the Buyer in accordance with the quantity, quality, and schedule agreed upon by both parties.
- Shall provide sufficient documents for each batch of goods as stipulated.
- Perform the coal delivery and acceptance at the delivery and acceptance location with the buyer.
- Shall fully perform the responsibilities of the Seller stipulated in this contract.

4.2. Responsibilities of the Buyer:

- Shall promptly notify the Seller of the monthly coal receiving requirements as stipulated.
- Shall appoint personnel to inspect the quality and receive the goods before unloading them from the transport vehicle, in accordance with the agreement between the two parties.
- Shall pay the Seller for the goods in accordance with the agreement in this contract.
- Shall fully perform the responsibilities of the Buyer stipulated in this contract.

ARTICLE 5: GENERAL COMMITMENTS

- Both parties commit to strictly implement the terms recorded in this contract. Should any difficulties arise during implementation, they shall notify each other for joint

resolution. Neither party shall unilaterally amend or cancel the contract, and the violating party shall bear responsibility according to law. In the event that both parties have made their best efforts but cannot resolve the dispute themselves, the dispute shall be brought before the Competent Court for adjudication. The Court's decision shall be the final judgment that both parties must comply with. All resulting costs shall be borne by the losing party.

Any amendments or additions (if any) must be discussed, agreed upon by both parties, and formalized in a contract addendum signed by both parties for implementation. This contract shall be effective from the signing date until the end of December 31, 2026. Twenty (20) days after the contract expires, if there are no disputes or other agreements between the two parties, the contract shall be deemed liquidated without the need for a written document.

The contract is made in 04 copies, all having the same legal content, with each party retaining 02 copies for implementation.

REPRESENTATIVE OF THE SELLER

REPRESENTATIVE OF THE BUYER

