

No.: 25 /VWTC - TCHC

Quang Ninh, January 15, 2026

**EXTRAORDINARY INFORMATION DISCLOSURE**

To: - State Securities Commission;  
- Hanoi Stock Exchange

1. Organization name: Vinacomin Waterway Transport Joint Stock Company  
Stock code: WTC

Address: Plot 16, Lot B17, Column 5 - Column 8 Urban Area, Ha Long Ward, Quang Ninh Province.

Tax Code: 5700647458

Contact telephone: 0203.3518.069

E-mail: [vantaithuytkv@vnn.vn](mailto:vantaithuytkv@vnn.vn)

Website: [vantaithuytkv.vn](http://vantaithuytkv.vn)

2. Content of information disclosure:

- Vinacomin Waterway Transport Joint Stock Company discloses information regarding Resolution No. 04/NQ-HDQT dated January 15, 2026 of the Board of Directors of the Company on Draft Coal Transport Contract for 2026.

3. This information was disclosed on the company's website on January 15, 2026 at the link: [vantaithuytkv.vn](http://vantaithuytkv.vn)

We undertake that the information disclosed above is true and we are fully responsible before the law for the content of the disclosed information./.

**Attached documents:**

Resolution No. 04/NQ-HDQT dated January 15, 2026, on the Draft Coal Transport Contract for 2026.

**LEGAL REPRESENTATIVE**

**DIRECTOR**



**Nguyen Thanh Cong**

No.: 04 /NQ - HDQT

Quang Ninh, January 15, 2026

**RESOLUTION**

**On approval of the Draft Coal Transport Contract for 2026**

**BOARD OF DIRECTORS  
VINACOMIN WATERWAY TRANSPORT JOINT STOCK COMPANY**

Pursuant to the Charter of organization and operation of Vinacomin Waterway Transport Joint Stock Company as approved by the General Meeting of Shareholders on April 21, 2023;

Pursuant to Minutes No. 04/BB-HDQT dated January 15, 2026 of the Board of Directors of Vinacomin Waterway Transport Joint Stock Company,

**RESOLVES:**

**Article 1.** To approve the draft Coal Transport Contract for 2026 with Viet Thuan Transport Company Limited, with the following details:

- Unit name: Viet Thuan Transport Company Limited
- Address: No. 412 Quang Trung Street, Uong Bi Ward, Quang Ninh Province
- Tax code: 5700562451
- Type of cargo: Coal of all kinds
- Means of transportation: River-sea vessels, inland river vessels, barge - pusher tug convoy (pusher tug and non-self-propelled deck barge), and other suitable inland waterway transport means
- Implementation period: From January 01, 2026 to March 31, 2026

(A detailed draft Contract is enclosed herewith).

**Article 2.** The Board of Directors assigns the Director of the Company to implement and execute the signing of the Coal Transport Contract for 2026 with Viet Thuan Transport Company Limited in compliance with applicable State regulations./.

**Recipients:**

- Members of the BOD, Company Supervisors;
- Director, Deputy Directors;
- Company departments;
- Filed: Person in charge of corporate governance of the Company.

**ON BEHALF OF THE BOARD OF  
DIRECTORS**

**CHAIRPERSON**



**Trinh Trung Uy**

**SOCIALIST REPUBLIC OF VIET NAM**  
**Independence – Freedom – Happiness**

**COAL TRANSPORT CONTRACT FOR 2026**

No.: ..... **HDVC-NMND/VT-VTT**

**(Draft)**

- Pursuant to the Civil Code No. 91/2015/QH13 dated November 24, 2015;
- Pursuant to the Commercial Law No. 36/2005/QH11 dated June 14, 2005;
- Pursuant to the Maritime Code No. 95/2015/QH13 dated November 25, 2015;
- Pursuant to the Law on inland waterway traffic No. 23/2004/QH11 dated June 15, 2004, and the Law amending and supplementing a number of articles of the Law on inland waterway traffic No. 48/2014/QH13 dated June 17, 2014;
- Based on the demand of the Charterer and the capacity of the Carrier.

Today, on January ....., 2026, in Quang Ninh, we comprise:

**THE CHARTERER: VIET THUAN TRANSPORT COMPANY LIMITED**

Address : No. 412, Quang Trung Street, Uong Bi Ward, Quang Ninh Province

Telephone : 0203 2222689

Fax: 0203 6519888

Account no.:

115000171992 at Vietnam Joint Stock Commercial Bank for Industry and Trade – Hai Duong Industrial Park

60311 08666 999 at Military Commercial Joint Stock Bank – Uong Bi Branch, Quang Ninh

212 399 6999 at Joint Stock Commercial Bank for Investment and Development of Vietnam – Tay Ho Branch, Hanoi

Tax code : 5700562451

Representative: Mr. **Trinh Tien Manh**

Position: **Deputy Director**

*(Under Authorization Letter No. 96/UQ-VT dated January 1, 2025 signed by the Director)*

*(Hereinafter referred to as “Party A”)*

**THE CARRIER: VINACOMIN WATERWAY TRANSPORT JOINT STOCK COMPANY**

Address : Plot No. 16, Lot B17, Column 5- Column 8 Urban Area, Ha Long Ward, Quang Ninh Province

Telephone : 0203 3518 069

Fax: 0203 3518 059

Account : 8689.8888.001 at Tien Phong Commercial Joint Stock Bank - Quang Ninh Branch



Tax code : 5700 647 458

Representative : Mrs. **Do Thi Thu Huyen** Position: **Deputy Director**  
(Under Authorization Letter No. 521/GUQ-VWTC dated October 1, 2025 signed by the Director)

(Hereinafter referred to as “**Party B**”)

The two Parties hereby agree to enter into the inland waterway coal transport contract for 2026 with the following specific terms:

**Article 1. Cargo name, volume, transport route and freight rate**

1.1. Cargo name: Dust coal of various types.

1.2. Volume and transport route:

| No. | Transport route               | Unit | Transport volume       |
|-----|-------------------------------|------|------------------------|
| 1   | Hai Phong Thermal Power Plant | Ton  | As selected by Party A |

Based on the actual delivery volume required by coal purchasers, the two Parties shall monthly agree on an appropriate transport volume.

1.3. Transport route and unit price: As specified in the attached **Schedule**.

1.4. Adjustment of freight rate: During the performance of the contract, if there is any change in freight rates, the two Parties shall agree to execute an appendix for adjustment, based on the principle of adjustment corresponding to changes in fuel prices.

1.5. During the performance of the Contract, if there is any change in the freight rate, the Charterer shall send a written notice to the Carrier regarding the adjusted freight rate (the “Notice”) for implementation by both Parties. Within 05 working days from the date the Carrier receives the Notice, if no response is provided, such Notice shall be deemed an Appendix to the contract adjusting the freight rate and shall constitute an integral and inseparable part of this Contract, regardless of whether the Carrier confirms and returns the Notice. In case the Carrier has a different opinion in writing, the two Parties shall coordinate to clarify and reach agreement on the content of the Notice within 05 working days.

**Article 2. Means of transport**

2.1. The means of transport shall be floating deck barges, hereinafter collectively referred to as the “means”, with a minimum capacity of 400 tons/barge, suitable for the unloading conditions of the Buyer.

2.2. The means of transport must fully satisfy statutory operating conditions, be capable of carrying cargo suitable for the transported cargo type, operate within the registered classification scope, meet the conditions for cargo quantity determination by the draft survey method, and be suitable for loading/unloading conditions at both terminals. The Carrier shall ensure sufficient waterway transport means meeting technical, quality and safety requirements during the contract period, and such means must be equipped with cargo covers to ensure cargo safety during transport.

2.3. The means of transport must be covered by Shipowner’s civil liability insurance, and such insurance policy must remain valid throughout the entire transport voyage. Tugboats/barges under towing are excluded. For tugboats/barges under towing, the Carrier must notify the Charterer at least 03 working days prior to loading cargo onto the means so that the Charterer can notify the insurance company to arrange separate reinsurance for the shipment. Cargo shall only be loaded onto the means of transport upon confirmation from the insurance company.



2.4. The Carrier shall submit a list of transport means together with relevant valid documents for the entire transport voyage to Party A for submission to insurance units for confirmation of eligibility for insurance prior to coal delivery onto the means of transport. The Carrier must ensure that all documents of the transport means are authentic and remain valid throughout the insured transport voyage, including but not limited to the following documents:

- a. Certificate of registration of the means;
- b. Certificate of shipowner's civil liability insurance (including shipowner's liability insurance for cargo);
- c. Certificate of classification of the means, specifically:
  - For seagoing vessels: Certificate of vessel classification;
  - For barges: Certificate of Technical safety and environmental protection of inland waterway means.

2.5. In the event that the insurance company refuses to compensate for losses due to the means of transport lacking valid documents / documents having expired during the transport voyage / forged documents, the Carrier shall be fully liable for compensation of all losses (if any).

2.6. Installation and use of GPS and surveillance camera equipment

a. The means of transportation must be equipped with GPS devices and surveillance cameras that meet the following operating conditions:

- GPS devices and surveillance cameras shall be installed at fixed positions on the means of transport, connected to the internet, capable of normal operation and continuous data transmission 24/24 hours, including under rainy, stormy, nighttime conditions, etc., at all locations throughout the entire coal transport process;
- Cameras must clearly and fully capture images of all holds/compartments/barges containing cargo (including at night), with continuous data storage capability for at least 30 days (from the time data is stored);
- When participating in coal transport for the Charterer, the Carrier shall provide camera/GPS access rights to the Charterer for inspection and supervision (when necessary);
- In case the GPS or camera equipment is damaged/ ceases operation, has no data during the period from loading to completion of unloading, or does not satisfy the conditions for inspection and supervision by the Charterer, the Carrier shall bear full responsibility if any loss, damage, or change in quality indicators or cargo quantity occurs.

b. The Charterer shall inspect the operation of GPS devices and surveillance cameras prior to loading/pouring cargo onto the means of transport and shall only arrange loading/pouring for means that fully satisfy the conditions specified in Point a above.

### **Article 3. Method of determining quantity, loss variance ratio, and moisture content**

3.1. Method of quantity determination: By weighing or by the draft survey method (based on the coal delivery and receipt method under the Contract between [REDACTED] and Party A).

3.2. Delivery and receipt moisture content:

At the loading port: The actual moisture content at the loading port. The accepted moisture content shall not exceed 13%. In case the upstream moisture content exceeds 13%, implementation shall be subject to agreement and consensus among the relevant parties (coal seller, coal buyer, and transporter).

Method of sampling, analysis, and sample retention for moisture content: In accordance with current national standards (TCVN). In case there is no agreement on the moisture analysis



results, the parties shall jointly resample in accordance with TCVN and conduct joint analysis, and simultaneously re-measure the draft at the time of sampling. All arising costs shall be borne by the coal seller.

3.3- Loss variance ratio (ceiling level) during the delivery and receipt process: As specified in **Appendix 01** attached hereto.

The loss variance shall be calculated as follows: The loss variance quantity equals the net quantity loaded at the upstream source with actual loading moisture content (according to the certificate of inspection of coal quantity and quality at loading) minus the quantity delivered at the downstream destination converted to the upstream moisture content. The conversion method shall be applied in accordance with current TCVN standards.

#### **Article 4. Loading and unloading productivity**

4.1- Loading/unloading time, normal time, and demurrage for delayed unloading:

- At the loading port: CQD (non-customary, no penalty, loading/unloading rate in accordance with the common practice of the port);
- At the discharging port: In accordance with the Contract signed between TKV and Party A.

4.2- Loading/unloading sequence shall follow the principle that the means arriving earlier shall be loaded/unloaded first, and the means arriving later shall be loaded/unloaded later, unless otherwise agreed by both Parties.

#### **Article 5. Payment quantity and method**

5.1- The quantity used for calculating transport freight shall be the actual quantity of coal delivered and received at the warehouse/port/location of the coal Buyer, corresponding to the actual moisture content at the warehouse/port/location of unloading.

5.2- Payment method:

5.2.1- Payment documents include:

- Cargo transportation document (bill of lading).
- Coal delivery and receipt minutes at unloading locations;
- Lawful value-added tax invoice for transport freight.

5.2.2- Payment method and term:

- Payment method: Bank transfer.
- Payment term:
- Party A shall pay transport freight to Party B on a monthly basis for transported volumes within 90 days from the date Party B issues a lawful VAT invoice to Party A.

#### **Article 6. Force majeure**

6.1- A force majeure event means any event, circumstance or situation occurring objectively after the signing of this Contract, which cannot be remedied, lies beyond the control and reasonable foreseeability of the Parties, causing the affected Party to be unable to perform part or all of its obligations under the Contract, despite having applied all necessary and possible measures.

6.2- Force majeure events include events, circumstances or situations similar to those listed below and satisfying the provisions of Clause 6.1 of this Article:

(a) Storms, whirlwinds, floods, droughts, earthquakes, tsunamis, abnormally severe weather, or any other natural disasters;

(b) Fire, explosion, epidemics requiring quarantine under regulations of competent authorities;

(c) War (declared or undeclared), invasion, armed conflict, or hostile acts by foreign



forces;

- (d) Terrorist acts, blockades, embargoes, riots, uprisings, sabotage;
- (e) Strikes, work stoppages, attacks, blockades of coal mines or factories;
- (f) Decisions of competent state management authorities.

6.3- Upon occurrence of a Force majeure event, the affected Party shall notify the other Party as soon as possible of such event. Within 05 (five) days from the commencement of the event, the affected Party must provide the other Party with a written notice containing full and detailed information on the occurrence of the event, its impact on the affected Party's performance of the Contract, and proposed remedial measures. Such notice must be accompanied by written certification from a competent authority at the place where the force majeure event occurred, confirming the occurrence of such event.

Within 02 (two) days after the Force Majeure event ceases, the affected Party shall notify the other Party in writing of the termination of such event. Within the following 07 (seven) days, the affected Party shall provide the other Party with written certification of the Force Majeure event issued by a competent authority at the place where the event occurred. The Force Majeure certification must describe the event, the place of occurrence, the time of occurrence and duration, the consequences, and the impact of such event on the performance of this Contract.

If the affected Party fails to fully perform the notification and documentation obligations regarding the Force Majeure event as stipulated in this clause, such Party shall lose the right to exemption from liability as provided in Clause 6.5 below.

6.4- During the occurrence of a Force Majeure event, the affected Party shall provide the other Party with information on the implementation of remedial measures to prevent or mitigate the impacts of the Force Majeure event and other information reasonably requested by the other Party. The Parties shall continue to perform their Contractual obligations to the extent permitted by actual circumstances and shall use all reasonable measures to perform the obligations affected by the Force Majeure event.

6.5- Except for obligations to pay amounts relating to goods and services already performed prior to the occurrence of the Force Majeure event and/or other amounts (if any), the Party in breach of its obligations under this Contract due to a Force Majeure event shall be exempt from liability.

6.6- If, due to a Force Majeure event, either Party is unable to perform its obligations under this Contract for a continuous period of 90 days from the date the Force Majeure event occurs, either Party shall have the right to send written notice to the other Party at least 15 (fifteen) days in advance to unilaterally terminate this Contract. The Contract shall be deemed terminated on the date stated in such notice.

After sending the notice of termination, the Parties shall continue to perform all outstanding obligations up to the termination date, except for obligations exempted from liability. Upon termination, under any circumstances, no Party shall be released from the obligation to pay amounts stipulated in Clause 6.5 of this Article, whether or not the Contract has been terminated.

## **Article 7. Exemption from compensation and compensation**

### **7.1- Compensation**

(a) The Carrier shall compensate the Charterer for the full value of any cargo loss, including but not limited to losses arising from the following causes: errors of the master or crew during vessel operation; collision with third parties; technical defects of the means of transport; violation by the Carrier of maritime law or inland waterway traffic law; use of means not meeting



safety requirements; alteration of the technical design of the means; overloading; loss of seal leading to coal loss or damage, etc.

(b) In the event that cargo is lost and/or downgraded in quality, or quality is altered and/or quantity loss exceeds the ceiling level stipulated in Clause 3.3, Article 3, the Carrier shall ~~compensate the Charterer 100% of the value of the coal quantity delivered and received~~ (including excess loss beyond the allowable limit and/or quality reduction, based on the invoice price of the shipment at the time the loss occurs).

(c) If the moisture content of coal increases during delivery and transport due to the fault of the Carrier, the Carrier shall be subject to consideration for temporary suspension of operation of the violating means and/or termination of the Contract with the Carrier (in cases of repeated or serious violations).

When an increase in coal moisture occurs due to the fault of the Carrier, representatives of the Parties shall prepare minutes of the incident to determine the increased moisture ratio, the increased quantity resulting from increased moisture, and the responsibility of the Carrier.

7.2- The quantity of cargo loss exceeding the allowable limit shall be calculated based on the transport unit price (if any), and the Carrier shall compensate in accordance with Clause 7.1.b.

7.3- In the event that the means of transport must wait for cargo or unloading is delayed at the discharge port under normal weather conditions (excluding force majeure) due to the fault of the Buyer, compensation for the means of transport (if any) shall be implemented in accordance with the Contract signed between TKV and Party A.

7.4- If the Carrier provides insufficient means of transport or delays delivery contrary to the agreed schedule, causing Party A to incur berth waiting costs or penalties imposed by the coal buyer for vessel delay, the Carrier shall compensate Party A for unloading equipment waiting costs, labor costs for loading/unloading workers, and all related expenses, and shall fully indemnify Party A for all losses incurred under the Contract with TKV.

7.5- Compensation for losses: During the performance of this Contract, if the Carrier breaches any obligation and causes damage or loss to the Charterer, the Carrier shall compensate the Charterer for all losses caused and all costs incurred by the Charterer to remedy such losses (if any).

7.6. Documents for settlement of compensation and penalties include:

- Minutes determining the quantity and value of coal lost or loss exceeding the allowable ratio, or relating to improper or delayed provision of means of transport, or unloading time at ports of both parties;
- Written request for compensation or penalty payment issued by the non-breaching Party to the breaching Party.

7.7. Compensation amounts (if any) shall be paid to Party A once per month, before the 15th day of the following month.

## **Article 8. Responsibilities of each Party**

### **8.1. Responsibilities of Party A:**

- Prepare sufficient cargo sources for the means of transport in accordance with the agreed quantity and productivity.
- Notify the monthly transport plan to the Carrier before the 3rd day of each month.
- Provide all required documents for each shipment in accordance with regulations.
- Pay transport freight and other costs (if any) to the Carrier within the agreed time limit.

### **8.2. Responsibilities of the Carrier:**



- Arrange sufficient means of transport to carry the required quantity of cargo as requested by the Charterer.
- Provide complete and valid documents of the means of transport as stipulated in Article 2, Clause 2.4 of this Contract.
- Notify Party A of the transport plan (by email/online communication means) within 03 days from receipt of Party A's monthly transport plan notice.
- Dispatch means of transport to the port on time to receive cargo; means arriving to receive coal must have full shipowner documents and legally required documents; comply with the regulations of loading and discharging ports.
  - Authorize representatives for each convoy of means (master or mate).
  - Coordinate with the cargo delivery representative in sampling coal at the loading port;
  - Accept coal quality at the loading port;
  - Receive coal samples sent by the cargo delivery party together with the means of transport for delivery to the receiving party at the discharge port (if any);
  - Supervise the sealing of transport means after completion of loading at the loading port.
  - The owner of the means shall be responsible for preserving and ensuring the safety of cargo in terms of quality and quantity throughout the loading, transport, and unloading process at the discharge port.
- Allow the means of transport to depart the loading port only when the following documents are fully available:
  - VAT invoice for the cargo;
  - Certificate of inspection results of coal quality and quantity issued by TKV or the customer's inspection unit attached to the shipment;
  - Seal sealing minutes.
- The means of transport and crew must fully meet legal requirements for transport and professional operation; comply with port entry/exit regulations and loading/unloading berth rules.
- Promptly notify Party A of any obstacles or incidents arising during transport until completion of delivery so that both Parties may coordinate timely resolution.

In the event of coal loss for any reason, the Carrier must immediately notify Party A in writing within 24 hours from the time the loss occurs, and must coordinate with Party A and relevant parties to determine the cause of the loss, and provide all necessary information and documents relating to the loss to Party A and the cargo insurance company (coal).

#### **Article 9. Implementation terms**

**9.1.** The performance of the Contract of transport between TKV and the Carrier shall be based on the coal sale and purchase Contract between TKV and the coal buyer.

**9.2.** Both Parties commit to strictly performing the terms agreed in this Contract.

**9.3.** During implementation, if any difficulties arise, the Parties shall cooperate and use all measures to resolve them in a spirit of equality and respect for each Party's interests.

**9.4.** Any amendment or supplement must be discussed, agreed upon by both Parties, and expressed in the form of a Contract appendix for implementation.

**9.5.** In the event of a dispute that cannot be resolved through negotiation, the dispute shall be submitted to a competent Court for settlement. The Court's decision shall be final and binding on both Parties. All costs incurred shall be borne by the losing Party.

9.6. The Contract shall be automatically liquidated without the need for written liquidation minutes after 30 days from the date both parties have completed their rights and obligations under this Contract.

9.7. This Contract shall take effect from January 1, 2026 until the end of March 31, 2026. ~~In the event that coal is loaded onto the means of transport before March 31, 2026 but the voyage~~ and unloading have not yet been completed, this Contract shall be automatically extended until unloading is completed. This Contract is made in 08 copies of equal legal validity; TKV retains 04 copies, and the Carrier retains 04 copies.

**REPRESENTATIVE OF THE CHARTERER**

**REPRESENTATIVE OF THE CARRIER**



**Schedule: TRANSPORT ROUTES, LOSS RATE AND UNIT PRICE**

|          | <b>Transport route to thermal power plant</b>  | <b>Transport unit price (excluding VAT)</b> | <b>Loss rate</b> |
|----------|--|---|------------------|
| <b>1</b> | <b>Route to Hai Phong Thermal Power Plant</b>  | <i>VND</i>                                  | <i>%</i>         |
|          | - Loading ports in wards/communes: Mong Duong; Cam Pha; Cua Ong – Quang Ninh and wards/communes belonging to the Cam Pha area (former).                  | 38,987                                      | 0.41             |
|          | - Loading ports in wards/communes: Cao Xanh; Hong Gai; Ha Long – Quang Ninh and wards/communes belonging to the Hon Gai area (former).                   | 37,058                                      | 0.41             |
|          | - Loading ports in wards/communes: Uong Bi; Mao Khe – Quang Ninh and wards/communes belonging to the Dien Cong / Ben Can area (former).                  | 25,491                                      | 0.41             |
|          | - Loading ports in wards/communes: Bach Dang – Hai Phong City and wards/communes belonging to the Da Bac area – Hai Phong (former).                      | 31,092                                      | 0.41             |
|          | - Loading ports in wards/communes: Phu Thai; Nhi Chieu; Pham Su Manh; Kinh Mon – Hai Phong City and wards/communes belonging to Hai Duong area (former). | 29,347                                      | 0.41             |