

CÔNG TY CP SCI E&C
SCI E&C JOINT STOCK COMPANY

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc
THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Số: 2703/2026/SCIEC-CBTT
No.: 2703/2026/SCIEC-CBTT

HN, ngày 27 tháng 03 năm 2026
HN, day 27 month 03 year 2026

CÔNG BỐ THÔNG TIN BẤT THƯỜNG
EXTRAORDINARY INFORMATION DISCLOSURE

Kính gửi: Sở Giao dịch Chứng khoán Hà Nội
To: Hanoi Stock Exchange

- Tên tổ chức/Name of organization: Công ty Cổ phần SCI E&C
- Mã chứng khoán/ Stock code: SCI
- Địa chỉ/Address: Tầng 3 tháp C, tòa golden palace, Đường Mỹ Trì, Phường Từ Liêm, HN, Việt Nam.
- Điện thoại liên hệ/Tel.: 02433868243
- E-mail: enc@scigroup.vn
- Nội dung thông tin công bố/Contents of disclosure:
Công ty Cổ phần SCI E&C thông báo điều chỉnh, bổ sung nội dung tài liệu đại hội đồng cổ đông/SCI E&C Joint Stock Company announces the amendment and supplementation of shareholder meeting documents.
- Thông tin này đã được công bố trên trang thông tin điện tử của công ty vào ngày 27/03/2026 tại đường dẫn <https://scigroup.vn/quan-he-co-dong#thong-tin-cong-bo> /This information was published on the company's website on 27/03/2026 (date), as in the link <https://scigroup.vn/quan-he-co-dong#thong-tin-cong-bo>
Chúng tôi xin cam kết các thông tin công bố trên đây là đúng sự thật và hoàn toàn chịu trách nhiệm trước pháp luật về nội dung các thông tin đã công bố/We hereby certify that the information provided is true and correct and we bear the full responsibility to the law.

Tài liệu đính kèm/Attached documents:

Đại diện tổ chức
Organization representative
Người đại diện theo pháp luật/Người UQ CBTT
Legal representative/ Person authorized to disclose information



CHỦ TỊCH HĐQT
Phan Thanh Hải

No.: 07/2026/NQ-SCIEC-HĐQT

Hanoi, March 27th, 2026

RESOLUTION OF THE BOARD OF DIRECTORS

Re: Approval of amendment and supplements to the document of the 2026 General Meeting of Shareholders

Pursuant to:

- The Enterprise Law No. 59/2020/QH14 promulgated by the National Assembly on June 17, 2020, amended by the Law No. 03/2022/QH15 promulgated on January 11, 2022, the Law No. 76/2025/QH15 passed on June 17, 2025;
- The Securities Law No. 54/2019/QH14 promulgated by the National Assembly on November 26, 2019, amended by the Law No. 56/2024/QH15 promulgated on November 29, 2024;
- The Decree No. 155/2020/NĐ-CP promulgated by the Government on December 31, 2020, amended and supplemented by the Decree No. 245/2025/NĐ-CP on September 11, 2025;
- The Circular No. 118/2020/TT-BTC of the Ministry of Finance dated December 31, 2020, amended and supplemented by the Circular No. 115/2025/TT-BTC of the Ministry of Finance dated December 15, 2025;
- The Charter of Organization and Operation of SCI E&C Joint Stock Company;
- The Official Letter of SCI E&C Joint Stock Company dated March 26, 2026, regarding the proposal for supplementing the agenda of the 2026 Annual General Meeting of Shareholders of SCI E&C Joint Stock Company;
- The Minutes No. 07/2026/BB-SCIEC-HĐQT dated March 27th, 2026 of the Board of Director of SCI E&C Joint Stock Company.

RESOLUTION

Article 1. Approval of the adjustment of 2026 business and production plan of the Company detailed as follows:

No.	Contents	Unit	Actual 2025	Plan 2026
1	Total production value	Billion Dong	688.5	1,952.5
2	Investment value	Billion Dong	38.87	100.0
3	Sales	Billion Dong	848.6	2,002.2
4	Account Receipts	Billion Dong	1,015.2	1,800
5	Consolidated profit before tax	Billion Dong	4.05	28
6	Average Monthly Income	Million Dong	21,3	22,5
7	Human resources	Người	588	720
8	Chartered capital	Tỷ đồng	304,9	630
9	Dividend payment	%	Not executed	5%

(Attached to the Report on Business and Production Results for 2025 and the Business and Production Plan for 2026)

Article 2. Through the addition of draft economic contracts signed directly or in joint ventures with partners between SCI Construction and Planning Joint Stock Company and investors to implement several projects in Vietnam and Laos.

(Attached is Report No. 07/2026/TTr-SCIEC-HĐQT, approving and authorizing the Board of Directors to decide on certain matters within the authority of the General Meeting of Shareholders.)

Article 3. Approval of the Supplement to the Submission on the Plan for additional public offering shares.

Stock name:	Shares of SCI E&C Joint Stock Company
Stock code:	SCI
Type of share:	Common share
Value of share:	10,000 (Ten thousand) Dong/share
Charter capital prior to the offering:	420,000,000,000 Dong
Total number of shares prior to the offering:	42,000,000 shares
Number of shares offered:	Estimated 21,000,000 shares
Exercise ratio:	2:1
Offering price:	10,000 Dong/share
Number of shares after the offering:	Estimated 63,000,000 shares
Charter capital after the offering:	Estimated 630,000,000,000 Dong

(Attached is Proposal No. 08/2026/TTr-SCIEC-HĐQT approving the plan for offering additional shares to the public)

Article 4. This Resolution shall take effect from the signing date. The members of the Board of Directors, the Executive Management of the Company, and all relevant individuals shall be responsible for the implementation of this Resolution.

Send to:

- As per Article 4;
- BOD;
- For records.

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

Signed

PHAN THANH HAI

AGENDA OF THE 2026 ANNUAL GENERAL MEETING OF SHAREHOLDERS

No.	Time	Content	Implement ed by
I	Meeting proceedings		
1	08:45 – 09:00	Guide shareholders to attend the online General Meeting and vote electronically;	Organizing Committee
II	Meeting contents		
1	09:00 – 09:30	<ul style="list-style-type: none">– Report the results of verifying Delegates’egilibility, and commence the Meeting;– Approval of regulations on organizing and working of the Meeting, the Presidium, the Vote Counting Board;– Approval of the Meeting content;– The Meeting Chairman assigns the Secretariat.	Organizing Committee
2	09:30 –	Report the 2025 Business performance and the 2026 Business plan	Director
3	09:45	Report the 2025 Activity report and the 2026 Activity plan of the Board of Directors	BOM
4		Report activities of the Audit Committee in 2025	AC
5	09:45 – 10:00	<p>Content 1: Approval of the report on the 2025 Business performance and the 2026 Business plan.</p> <p>Content 2: Approval of the report on the 2025 Activity report and the 2026 Activity plan of the Board of Directors</p> <p>Content 3: Approval of the 2025 Activity Report of the Audit Committee</p> <p>Content 4: Approval of the 2025 audited financial statements (Separate and consolidated financial statements), the profit allocation, the remuneration of the Board of Directors and 2026 estimated remuneration of the Board of Directors</p> <p>Content 5: Approval of the amendment to the plan for the utilization of proceeds from the public offering of shares to existing shareholders in 2025</p> <p>Content 6: Approval of the amendment and supplement to the charter of the Company</p> <p>Content 7: Authorize the Board of Directors to decide several contents under the jurisdiction of the General Meeting of Shareholders</p> <p>Content 8: Approval of the public offering of additional shares</p>	Presidium
6	10:00 – 11:00	<p>Comments of Shareholders, discussion</p> <p>Break time</p> <p>Answer the comments of the Shareholders</p> <p>Vote to approve the Meeting contents</p>	Vote Counting Board
7	11:00 – 11:15	Report the vote counting results of the voted contents	
III	Meeting endings		
1	11:15 –	Present the Minutes and Resolutions of the Meeting	Secretariat
2	11:40	Vote to Approval of the Minutes and Resolution of the Meeting	
3		Declare the ending of the Meeting	Presidium



SCI E&C JOINT STOCK COMPANY

**REPORT ON THE 2025 BUSINESS PERFORMANCE
AND THE 2026 BUSINESS PLAN**

REPORT
ON THE 2025 BUSINESS PERFORMANCE AND THE 2026 BUSINESS PLAN
(Submitted to the 2026 Annual General Meeting of Shareholders)

PART 1: BUSINESS PERFORMANCE IN 2025

I. KEY ECONOMIC AND FINANCIAL INDICATORS

No.	Indicator	Unit	Plan	Actual	Completion Rate
1	Total business performance value	Billion VND	1,257.5	688.5	54.8%
2	Investment in construction equipment	Billion VND	100.0	38.87	38.9%
3	Revenue	Billion VND	1,312.8	848.6	64.6%
4	Collected amount	Billion VND	950.0	1,015.2	107%
5	Consolidated profit before tax	Billion VND	8.0	4.05	51%
6	Average income of employees	Million VND	21.5	21.3	99%
7	Manpower	Person	689.0	588.0	85%
8	Charter capital	Billion VND	457.4	304.9	66.7%
9	Dividend payment	%	5%	Unexecuted	-

II. GENERAL ASSESSMENT OF THE IMPLEMENTATION BUSINESS PLAN IN 2025

1. Implementation of project progress

1.1 Nam Mo 2 Hydropower Project

- Whole project: 92% completed
- Auxiliary works: 100% completed
- Main dam: 100% completed
- Auxiliary dam: 100% completed
- Spillway: 100% completed
- Intake: 100% completed
- Headrace tunnel: 100% completed
- Powerhouse: 92% completed
- Switchyard: 60% completed
- Tailrace channel: 77% completed

- Hydraulic mechanical work and lifting equipment: 99% completed
- Equipment installation: 15% completed
- Finishing works: 70% completed

1.2 Nam Sam 3A Hydropower Project

- Whole project: 13% completed
- Auxiliary works: 100% completed
- RCC main dam: 9% completed
- Powerhouse: 17% completed
- Hydraulic mechanical equipment: 5% completed

1.3 Nam Mo 1 Hydropower Project

- Whole project: 0.1% completed
- Auxiliary works: 1% completed

1.4 Tri An Hydropower Plant Expansion Project

- Whole project: 2% completed
- Auxiliary works: 80% completed
- Penstock: 7% completed
- Operational road: 3% completed

1.5 Huong Phung 1 Wind Power Plant Project

- Whole project: 0.4% completed
- Auxiliary works: 5% completed

1.6 Doc Da Trang Industrial Park Project

- Whole project: 4% completed
- Ground leveling, trench excavation, construction lot, internal traffic roads: 4% completed

2. Investment

- In 2025, the Company invested in vehicles and equipment for the construction of Nam Sam 3A, Nam Mo 2, Tri An, Doc Da Trang Industrial Park projects, etc. with an investment value of 38.87 billion VND.

3. Executive Management

a) Business arrangement and innovation:

- Reassigning tasks by the leadership of the Company; gradually implementing a contract-based mechanism for the departments of the projects.
- Merging the Repair and Materials Department and the Equipment Management Department into the Equipment and Materials Department.

- Establishing the Import – Export Department.

b) Planning – Engineering work:

- Strictly managing the volume plan, construction progress, construction measures; actively announcing timely warnings and well coordinating with relevant departments in the preparation stage for project implementation including making measures, construction progress and supply plan;
- Implementing the BIM application in project management; concurrently preparing technical proposals to support bidding and offering works;
- **Strictly** managing requisition, supply, and consumption of materials, and supervision in compliance with safety and environmental regulations at projects executed by the Company.

c) Economics contracts

- Ensuring the strictness and legality of contractual terms; concurrently preparing the financial proposals documents, calculating the cost of bidding packages in which the Company participates ;
- Planning project profit schedule until end of the year and end of the project; simultaneously preparing and monthly managing the costs ;
- Preparing and monitoring payment schedules for subcontractors to ensure cash flow for the project implemetation.

d) Finance - Credit - Accounting

✓ **Finance:**

- Planning monthly disbursement schedule for appropriate financial plans;
- Concentrate resources to expedite capital, debt recovery progress to reduce borrowing pressure on the Company;
- Balancing capital to ensure production and business activities of the Company.

✓ **Accounting:**

- Organizing accounting, recording and preparing accounting books, and preparing and issuing financial statements in accordance with current regulations and on time.
- Managing and filing invoices, documents and books in accordance with current regulations.
- Calculating and paying monthly salary and welfare expenses;concurrently making payment timely and internally to the suppliers to ensure normal production and business activities.

e) Marketing and bidding:

- Implementing the business plan in the fourth quarter, reporting for executing the business activities of the Company Board of Directors;

- Executing bidding for several projects in Vietnam and Laos and has signed the Contract of Construction and Installation for the Bac Ai Pumped Storage Hydropower Plant Project with a value of 331 billion VND, the Tri An Hydropower Plant Expansion Project with a value of 232 billion VND, the Huong Phung 1 Wind Power Plant Project with a value of 776 billion VND, the Doc Da Trang Industrial Park Project with a value of 103 billion VND;
- Promoting communication; researching and developing communication strategies to improve communication efficiency, focusing on effective targets.

f) Human Resource:

- ✓ Recruitment: In 2025, the Company:
 - Recruited 366 new employees, of which 26 employees are indirect workers, 340 employees are direct and serving workers;
 - Terminated labor contracts for 324 persons.
- ✓ Training: implementing internal and external training programs.

g) Management of Materials and Mechanical Equipment:

- ✓ **Mechanical equipment management:**
 - Timely supplying materials, inspecting and supervising the repair and maintenance of vehicles and equipment of projects;
 - Making an efficiency report on using vehicles and equipment to assess the efficiency of use, repair, and maintenance costs for vehicles of projects, and of each equipment;
 - Planning and monitoring the monthly use of the instrument and tools, making a report on the inventory for each object, and settling fuel for vehicles and equipment.

h) Unscheduled supply and repair

- ✓ Supply:
 - Promptly procuring goods for projects;
 - Expanding and directly importing goods manufactured by foreign companies;
 - Actively surveying the goods market, maintaining and establishing good relationships with reputable suppliers, ensuring saving transaction time, supplying goods on schedule, quality at the most reasonable prices;
- ✓ Unscheduled repair:
 - Regularly updating the list of vehicles and equipment needed for repair; coordinating with the project corrective maintenance team to come up with appropriate repair plans;
 - Minimize the number of vehicles and equipment suddenly out of operation, regularly checking and maintaining to promptly detect signs that may lead to failure

and come up with timely solving plans;

- Updating new and effective repair methods, regularly fostering and improving the skills of repairers.

PART 2: BUSINESS PLAN IN 2026**I. TARGETS OF THE 2026 BUSINESS PLAN**

No	Content	Unit	Actual 2025	Plan 2026
1	Total business performance value	Billion VND	688.5	1.952,5
2	Investment value	Billion VND	38.87	100,0
3	Revenue	Billion VND	848.6	2.002,2
4	Collected amount	Billion VND	1,015.2	1.800,0
5	Consolidated profit before tax	Billion VND	4.05	28,0
6	Monthly income	Million VND	21.3	22,5
7	Manpower	Person	588	750
8	Charter capital	Billion VND	304.9	630
9	Dividend payment	%	Unexecuted	5%

II. MISSIONS AND GOALS OF KEY PROJECTS

Based on ongoing projects, the Company continuously makes efforts to meet the progress and quality objectives of ongoing projects, specifically as follows:

1. Nam Mo 2 Hydropower Project:

- Equipment installation: 100% complete
- Finishing works: 100% complete

2. Nam Sam 3A Hydropower Project:

- RCC main dam: 66% complete
- Bottom outlet: 88% complete
- Powerhouse: 31% complete
- Electromechanical equipment: 14% complete
- Hydromechanical equipment: 36% complete
- Monitoring instruments: 50% complete

3. Nam Mo 1 Hydropower Project

- Auxiliary works: 70% complete
- Temporary facilities for construction: 63% complete
- Main dam, spillway: completion of foundation pit excavation (3%)
- Tunnel route: completion of excavation work for 25%
- Powerhouse and OPY station: 9% complete

- Operation management office: 40% complete
- 4. Tri An Hydropower Plant Expansion Project:**
 - Auxiliary works: 100% complete
 - Operational roads: 100% complete
 - Penstock: 35% complete
 - Discharge tunnel: 50% complete
- 5. Huong Phung 1 Wind Power Plant Project:**
 - Complete the COD of the entire Project and put into operation
- 6. Doc Da Trang Industrial Park Project:**
 - Ground leveling, trench excavation, construction lot, internal traffic roads: 100% complete
 - Stone retaining wall, reinforced concrete: 100% complete

III. MEASURES TO ENSURE THE COMPLETION OF BUSINESS PLAN IN 2026

1. Strategic management

- Completing the organizational structure of the Company.
- Adjusting the organizational structure of the Project according to the new model to improve the roles, responsibilities, and work efficiency of departments at the Project.
- Implementing the contracting mechanism for departments in the Project.

2. Human resource management

- Balancing and arranging personnel in the office and project leanly and efficiently.
- Diversifying recruitment channels.
- Completing and improving processes, regulations, statutes and policies related to human resource management in accordance with reality, contributing to improving labor productivity.

3. Marketing and bidding

To complete the business plan in 2026 as well as the plans for the following years, marketing and bidding measures shall be promoted effectively, such as:

- Strengthening marketing, searching activities for projects, focusing on market expansion, approaching new Employers;
- Improving bidding capacity, preparing Company profile, documents meeting the requirements of the projects and the Employers, market trends;
- Continuously improving legal competency of the Company eligibility to participate in bidding packages of large projects;

4. Investment and improvement of construction equipment capacity

- The planned investment value in 2026 is 100 billion VND.

5. Engineering - Construction - Safety:

- Building and improving the capacity of the engineering team including the following departments:
 - ✓ Planning department: Coordinating with the project to make a specific and detailed implementation plan;
 - ✓ Project management department: Monitoring, expediting, supervising and announcing necessary warnings for the implementation of the project;
- Paying special attention to the acceptance test to complete the sales target as well as reduce the uncompleted rate as the lowest at the projects;
- Strictly controlling the quality, volume, construction measures and construction progress according to the signed Contract and suitable budget for each work;
- Implementing the BIM application in the project management;
- Strictly maintaining and implementing the construction supervision and occupational safety in the HSES construction site.
 - ✓ Building the HSES system;
 - ✓ Training and coaching at projects.

6. Economic work:

- Focusing on controlling the performance of contracts signed with Employers to prevent risks, announce warnings and plans to solve problems in a timely manner;
- Developing completed, reasonable, and accurate budget for all construction works before construction implementation. At the same time, controlling the use of budget for each work during the construction process according to the reporting/controlling periods;
- Focusing on capital collection and settlement of the remaining works of the construction which have been constructed;

7. Finance - Credit - Accounting

- Making financial plans and cash flow plans to adjust the receipt and payment structure, ensuring Company financial safety. Ensuring a reasonable and effective spending plans, bringing the Company high profits;
- Focusing on completing the financial management mechanism. Proactively approaching and seeking fundrasing channels in the financial market are fundamental and the cost of using capital shall be considered as an efficiency part of investment and business performance;
- Analyzing financial situation and business performance of the Company based on the Financial Statements, thereby understanding financial situation of the Company to come up with appropriate strategies;
- Focusing on collecting receivables, especially overdue debts to ensure capital sources for business activities of the Company;

- Provisions will be made for bad debts in accordance with regulations and specific responsibilities will be assigned to closely follow up on debt recovery;
- Advising the Board of Directors of the Company on considering and selecting the the most economical and effective structure of using capital;

8. Machinery and equipment management

- Timely supplying materials, inspecting and supervising the repair and maintenance of project vehicles and equipment;
- Making reports on the efficiency of using vehicles and equipment for usage efficiency, repair and maintenance costs of project vehicles and of each equipment; providing solutions and warnings for low-performance facilities;
- Monthly planing and monitoring the use of instrument and tools, making report on the inventory by subjects;
- Controlling the fuel settlement for vehicles and equipment.

9. Supply

- Strengthening searching for material sources to serve the construction of Nam Sam 3A, Nam Mo 1, Nam Mo 2, Tri An, Xekaman 4 to ensure progress and efficiency;
- Developing a detailed and accurate procurement plan based on the initiation plan, construction plan for each Project/Work so that the procurement process is easily, actively implemented.
- Strengthening the connection of warehouses among constructions, ensuring reasonable goods circulation;
- Continuously expanding the supplier list, looking for long-term stable goods sources, meeting project requirements in terms of type, quantity and quality;
- Monitoring the fluctuation forecast of key and significant value goods in terms of volume and price needed for production and proposing appropriate supply plans.

Above is the Report on business performance in 2025 and business plan in 2026. Submitted to the Board of Directors of the Company for consideration.

Best Regards!

DIRECTOR

Luu Minh Thanh



No.: 07/2026/TTr-SCIEC-HĐQT

Hanoi, April 03, 2026

PROPOSAL

ANNUAL GENERAL MEETING OF SHAREHOLDERS 2026

Subject: Approval and authorization for the Board of Directors to decide on several matters within the authority of the General Shareholders' Meeting.

To: THE GENERAL MEETING OF SHAREHOLDERS OF SCI E&C JOINT STOCK COMPANY

Pursuant to:

- *The Enterprise Law No. 59/2020/QH14 effective from January 01, 2021, amended by Law No. 03/2022/QH15 effective from March 01, 2022, amended by Law No. 76/2025/QH15 effective from July 01, 2025;*
- *The Securities Law No. 54/2019/QH14 dated November 26, 2019, amended by Law No. 56/2024/QH15 effective from January 01, 2025;*
- *The Charter of SCI E&C Joint Stock Company;*
- *The internal governance regulations of the company, the operational regulations of the Board of Directors;*

In order to ensure flexibility and timeliness in the management and operation of the Company and to meet the requirements of business activities, the Board of Directors ("BOD") of SCI E&C Joint Stock Company respectfully submits to the General Shareholders' Meeting ("GSM") for authorization of the BOD to implement and decide on certain matters within the authority of the General Shareholders' Meeting, specifically as follows:

1. The BOD respectfully submits to the GSM for approval of the list of 05 independent auditing firms approved by the State Securities Commission to review the semi-annual financial statements and audit the 2026 financial statements, as follows:

- AASC Auditing Firm Company Limited.
- Branch of MOORE AISC Auditing and Informatics Services Company Limited.
- A&C Auditing and Consulting Company Limited.
- UHY Auditing and Consulting Company Limited (UHY).
- BDO Auditing Company Limited (BDO).

Concurrently, the BOD is authorized to select one of these five auditing companies to perform the audit of the financial statements;

2. Approval of investments in capital contributions, establishment, or purchase of shares in Companies (including Companies within the SCI Group system) to control, merge, or become subsidiaries or affiliated companies; opening representative offices, expanding operational scale; or divesting from subsidiaries, affiliated companies, and other investments to improve capital efficiency for the Company's sustainable development goals.

3. Decision on the rights, obligations, authority, and responsibilities of each legal representative.

4. To promptly seize opportunities to participate in projects in Vietnam and the Lao People's Democratic Republic, the Board of Directors respectfully submits to the General Shareholders' Meeting for approval:

- 4.1 Approval of the draft Consortium Agreement between SCI Joint Stock Company (parent company), SCI Consulting Joint Stock Company (a company specializing in construction

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consulting within SCI's subsidiary system), and SCI E&C Joint Stock Company regarding participation in bidding and execution of bidding packages, with the main contents outlined in Appendix 1 attached.

Authorization for the Board of Directors of SCI E&C Joint Stock Company to negotiate and decide on the detailed terms of the Consortium Agreement for each specific bidding package: scope of work, execution value, and other matters, signing the agreement, and executing the agreement, including the adjustment and supplementation of any initially signed contents (if any) to ensure full compliance with legal regulations, the Company's Charter, and the Company's highest legal interests. The detailed contents of the Consortium Agreement for each bidding package or specific contract will be reported by the Board of Directors to the General Shareholders' Meeting at the next meeting.

- 4.2 Approval of the draft Consortium Agreement between SCI Joint Stock Company (the parent company) and SCI E&C Joint Stock Company regarding participation in bidding and execution of bidding packages, with the main contents outlined in Appendix 2 attached.

Authorization for the Board of Directors of SCI E&C Joint Stock Company to negotiate and decide on the detailed terms of the Consortium Agreement for each specific bidding package: scope of work, execution value, and other matters, signing the agreement, and executing the agreement, including the adjustment and supplementation of any initially signed contents (if any) to ensure full compliance with legal regulations, the Company's Charter, and the Company's highest legal interests. The detailed contents of the Consortium Agreement for each bidding package or specific contract will be reported by the Board of Directors to the General Shareholders' Meeting at the next meeting.

- 4.3 Approval of the draft Consortium Agreement between SCI E&C Joint Stock Company and SCI E&C Joint Stock Company and SCI Consulting Joint Stock Company regarding participation in bidding and execution of bidding packages, with the main contents outlined in Appendix 3 attached.

Authorization for the Board of Directors of SCI E&C Joint Stock Company to negotiate and decide on the detailed terms of the Consortium Agreement for each specific bidding package: scope of work, execution value, and other matters, signing the agreement, and executing the agreement, including the adjustment and supplementation of any initially signed contents (if any) to ensure full compliance with legal regulations, the Company's Charter, and the Company's highest legal interests. The detailed contents of the Consortium Agreement for each bidding package or specific contract will be reported by the Board of Directors to the General Shareholders' Meeting at the next meeting.

- 4.4 Approval of the authorization for the Board of Directors of SCI E&C Joint Stock Company to negotiate and decide on the detailed terms, signing, and execution of economic contracts/agreements with Employers, including the adjustment of any initially signed contents (if any) to ensure full compliance with legal regulations, the Company's Charter, and the Company's highest legal interests, to seize timely opportunities and execute the projects based on the Employer's requirements. The Board of Directors will report the implementation of these matters to the General Shareholders' Meeting at the next meeting.
5. Approval of the draft economics contracts signed by SCI E&C Joint Stock Company with the Consortium partners and the Employer to implement several projects in Vietnam and Laos. The Board of Directors respectfully submits to the General Meeting of Shareholders for

approval:

- 5.1 Project 1 – SCI Huong Viet Wind Power Plant Project, Quang Tri Province: Capacity of 26MW, contract value of approximately 850,000,000,000 VND. Project information and main contents of the draft contract are attached in the Appendix 4.
- 5.2 Project 2 – SCI Tan Thanh Wind Power Plant Project, Quang Tri Province: Capacity of 42MW, contract value of approximately 1,500,000,000,000 VND. Project information and main contents of the draft contract are attached in the Appendix 5.
- 5.3 Project 3 – Xekaman 4 Hydropower Plant Project, Sekong Province, Lao PDR: Capacity of 80MW, contract value of approximately 33,500,000 USD. Project information and main contents of the draft contract are attached in the Appendix 6.
- 5.4 Project 4 – Wind Power Plant Project in Quang Tri Province: Capacity of 25MW, contract value of approximately 900,000,000,000 VND. Project information and main contents of the draft contract are attached in the Appendix 7.
- 5.5 Project 5 – Wind Power Plant Project in Gia Lai Province: Capacity of 40MW, contract value of approximately 1,400,000,000,000 VND. Project information and main contents of the draft contract are attached in the Appendix 8.
- 5.6 Project 6 – Infrastructure Construction Project in Bac Ninh Province: Contract value of approximately 1,300,000,000,000 VND. Project information and main contents of the draft contract are attached in the Appendix 9.
6. Authorization for the Board of Directors of SCI E&C Joint Stock Company to negotiate and decide on the detailed terms, to sign and execute the two economic contracts/agreements mentioned above related to the Employer, including the amendements of the initially signed contents (if any), to ensure full compliance with legal regulations, the Company's Charter, and the Company's highest legal interests.

Respectfully submitted for the consideration and approval of the General Meeting of Shareholders.

Attachment:

- Appendix 1,2,3,4,5,6,7,8&9;

**ON BEHALF OF BOARD OF
 DIRECTORS
 CHAIRMAN**

Phan Thanh Hai

APPENDIX 1

MAIN CONTENT OF THE CONSORTIUM AGREEMENT

I. Members of the Consortium

1. SCI Joint Stock Company: Parent company
2. SCI E&C Joint Stock Company
3. SCI Consulting Joint Stock Company: *A company specializing in construction consulting within the SCI Group of subsidiary companies*
4. The members agree that the name of the Consortium will be: "SCI Consortium." In this agreement, the term "Consortium" will be understood as SCI Consortium.

II. Responsibility allocation

The parties agree to authorize SCI Joint Stock Company to act as the leading member of the Consortium. The members of the Consortium agree to assign responsibilities for performing the tasks under the agreement as detailed in the table below:

No.	Company name	Assigned Tasks
1	SCI Joint Stock Company (Leading member of the Consortium – Party A)	<ul style="list-style-type: none"> - Sign the bid letter. Sign all documents, papers, and memorandums of understanding for transactions with the Employer during the bidding process; - Lead the negotiation process and finalize the contract with the Employer, together with representatives of the Parties; - Manage contract implementation. Represent the Consortium in direct dealings with the Employer and relevant parties regarding contract execution, including signing letters, documents, and related materials. - Represent the Consortium in dealings with government agencies in Laos (<i>Tax authorities, etc.</i>) to resolve contract-related issues. - Provide guarantees for the Employer according to the agreement - Represent the Consortium, issue invoices for completed work to the Employer, and receive advances/payments from the Employer. Distribute and pay the corresponding execution value to the Parties. - Have the right to withhold the amount paid by the Employer to ensure the guarantee requirement from the bank and secure obligations/responsibilities to the Employer according to the agreement - Purchase insurance for the construction during the building process.
2	SCI Consulting Joint Stock Company (Consortium member – Party B)	<ul style="list-style-type: none"> - Surveying for topography, geology, and hydrology. - Technical Design (Basic Design). - Detailed Design. - Performing the role of supervising the contractor's construction work.

No.	Company name	Assigned Tasks
3	SCI E&C Joint Stock Company (Consortium member – Party C)	<ul style="list-style-type: none"> - Procurement, construction, installation, testing, commissioning, and fault correction for the project according to the agreement - Purchase of risk insurance for equipment and personnel involved in construction.

- The Parties agree that:
- + Each party will be responsible under the agreement and applicable laws for their respective scope of work. Party A (the leading member, representing the Consortium) is responsible to the Employer for the execution of the contract/agreement, while the Consortium members (Party B and Party C) are responsible to Party A and the Employer for their respective scopes of work. For this purpose, Party A has the right to coordinate all or part of the scope of work of Party B and Party C to Party A or a third party if Party B and Party C do not meet the work requirements under the agreement or for the common benefit of the parties.
- + Party B and Party C are responsible for issuing invoices corresponding to the value they perform for the leading member of the Consortium.
- + Guarantee fees for guarantees/warranties under the agreement, insurance purchase fees during the construction process will be allocated according to the performance ratio of Party B and Party C.
- + Corporate Income Tax (CIT) will be allocated according to the performance ratio of the parties. Personal Income Tax (PIT) will be based on the personal declaration of the parties.
- + Any exchange rate differences (if any) when Party A receives payments from the Employer and makes payments to Party B and Party C will be allocated among the Parties based on the distribution of the work scope.
- + Any deductions made by the Employer (if any) will be allocated among the Parties based on the agreement or to the Party at fault for non-performance of the contract.
- + The value for the scope of work of the Parties will be calculated and added to the Consortium Agreement after the negotiation is completed, the Employer awards the contract, and the contract is signed. Depending on the specific nature of each bidding package, the Parties will agree on the cost-sharing ratio between Party A and the other Parties.

III. Establishment of the Project Management Board

To facilitate the management and execution of the contract in the event that the contract is awarded by the Employer, the Parties agree to:

- Establish a Project Management Board under the leading member of the Consortium – SCI Joint Stock Company, operating according to the functions and tasks assigned by SCI Joint Stock Company, with its own seal.
- The Parties have the right to appoint personnel to participate in the Management Board. The organizational structure of the Management Board will include:
 - + 01 Director of the Management Board.
 - + From 01 to 03 Deputy Directors of the Management Board.
 - + Functional departments.
 - + The Management Board represents the leading member of the Consortium (SCI Joint Stock Company) and SCI Consortium to exchange and sign documents/papers with the Employer

- / Employer's representative, Consultants, and other relevant parties to implement the contract work at the construction site, such as: Receiving instructions from the Employer, handing over the site, acceptance documents/payment milestones, submitting subcontractors, suppliers, meeting minutes, reports, etc.
- + Representing the leading member of the Consortium (SCI Joint Stock Company) and SCI Consortium to exchange and sign documents/papers with individuals and competent government agencies of Laos and Vietnam to implement and resolve issues related to the Project, such as: Local communities in the project area, government authorities at the commune, district, provincial, ministry levels, forestry agencies, police, customs agencies, etc.
 - + Performing other tasks as assigned by SCI Joint Stock Company within the authority of the leading member of the Consortium or as mutually agreed by SCI Consortium.

IV. General terms

- 1.1. The Parties commit to fully perform the terms of the Consortium Agreement. Any amendments or additions must be agreed upon in writing by all the Parties.
- 1.2. The Consortium Agreement shall terminate under the following circumstances:
 - SCI Consortium is not awarded the contract;
 - The Parties have fulfilled their responsibilities and obligations under the Consortium Agreement and the EPC contract;
 - The Parties mutually agree to terminate the agreement.

**APPENDIX 2****MAIN CONTENT OF THE CONSORTIUM AGREEMENT****I. Members of the Consortium**

1. SCI Joint Stock Company: Parent company
2. SCI E&C Joint Stock Company
3. The members agree that the name of the Consortium will be: "SCI Consortium." In this agreement, the term "Consortium" will be understood as SCI Consortium.

II. Responsibility Allocation

The parties agree to authorize SCI Joint Stock Company to act as the leading member of the Consortium. The members of the Consortium agree to assign responsibilities for performing the tasks under the agreement as detailed in the table below:

No.	Company name	Assigned Tasks
1	SCI Joint Stock Company (Leading member of the Consortium – Party A)	<ul style="list-style-type: none">- Sign the bid letter. Sign all documents, papers, and memorandums of understanding for transactions with the Employer during the bidding process.- Lead the negotiation process and finalize the contract with the Employer, together with representatives of the Parties.- Manage EPC contract implementation.- Represent the Consortium in direct dealings with the Employer and relevant parties regarding EPC contract execution, including signing letters, documents, and related materials.- Represent the Consortium in dealings with government agencies in Laos (<i>Tax authorities, etc.</i>) to resolve EPC contract-related issues.- Provide guarantees for the Employer according to the EPC contract.- Represent the Consortium, issue invoices for completed work to the Employer, and receive advances/payments from the Employer. Distribute and pay the corresponding execution value to the Parties.- Have the right to withhold the amount paid by the Employer to ensure the guarantee requirement from the bank and secure obligations/responsibilities to the Employer according to the EPC contract.- Surveying for topography, geology, and hydrology.- Technical design (Basic Design).- Detailed design (Detailed Design).- Performing the role of supervising the contractor's construction work.

No.	Company name	Assigned Tasks
2	SCI E&C Joint Stock Company (Consortium member – Party B)	<ul style="list-style-type: none"> - Procurement, construction, installation, testing, commissioning, and fault correction of the Project (scope and detailed items according to the draft EPC Contract); - Construction insurance during the building process, import/export, licensing, and purchase of explosives, electrical work, and mine clearance. - Purchase of risk insurance for equipment and personnel involved in construction.

- The Parties agree that:
- + Each party will be responsible under the agreement and applicable laws for their respective scope of work. Party A (the leading member, representing the Consortium) is responsible to the Employer for the execution of the contract/agreement, while the Consortium members (Party B) are responsible to Party A and the Employer for their respective scopes of work. For this purpose, Party A has the right to coordinate all or part of the scope of work of Party B to Party A or a third party if Party B do not meet the work requirements under the agreement or for the common benefit of the parties.
- + Party B are responsible for issuing invoices corresponding to the value they perform for the leading member of the Consortium.
- + Guarantee fees for guarantees under the agreement, insurance purchase fees during the construction process will be allocated according to the performance ratio of Party B.
- + Corporate Income Tax (CIT) will be allocated according to the performance ratio of the parties. Personal Income Tax (PIT) will be based on the personnel declaration of the parties.
- + Any exchange rate differences (if any) when Party A receives payments from the Employer and makes payments to Party B will be allocated among the Parties based on the distribution of the work scope.
- + Any deductions made by the Employer (if any) will be allocated among the Parties based on the agreement or to the Party at fault for non-performance of the contract.
- + The value for the scope of work of the Parties will be calculated and added to the Consortium Agreement after the negotiation is completed, the Employer awards the contract, and the contract is signed. Depending on the specific nature of each bidding package, the Parties will agree on the cost-sharing ratio between Party A and the other Parties.

III. Establishment of the Project Management Board

To facilitate the management and execution of the contract in the event that the contract is awarded by the Employer, the Parties agree to:

- Establish a Project Management Board under the leading member of the Consortium – SCI Joint Stock Company, operating according to the functions and tasks assigned by SCI Joint Stock Company, with its own seal.
- The Parties have the right to appoint personnel to participate in the Management Board. The organizational structure of the Management Board will include:
 - + 01 Director of the Management Board.
 - + From 01 to 03 Deputy Directors of the Management Board.



- + Functional departments.
- + The Management Board represents the leading member of the Consortium (SCI Joint Stock Company) and SCI Consortium to exchange and sign documents/papers with the Employer / Employer's representative, Consultants, and other relevant parties to implement the contract work at the construction site, such as: Receiving instructions from the Employer, handing over the site, acceptance documents/payment milestones, submitting subcontractors, suppliers, meeting minutes, reports, etc.
- + Representing the leading member of the Consortium (SCI Joint Stock Company) and SCI Consortium to exchange and sign documents/papers with individuals and competent government agencies of Laos and Vietnam to implement and resolve issues related to the Project, such as: Local communities in the project area, government authorities at the commune, district, provincial, ministry levels, forestry agencies, police, customs agencies, etc.
- + Performing other tasks as assigned by SCI Joint Stock Company within the authority of the leading member of the Consortium or as mutually agreed by SCI Consortium.

IV. General terms

- 1.3. The Parties commit to fully perform the terms of the Consortium Agreement. Any amendments or additions must be agreed upon in writing by all the Parties.
- 1.4. The Consortium Agreement shall terminate under the following circumstances:
 - SCI Consortium is not awarded the contract;
 - The Parties have fulfilled their responsibilities and obligations under the Consortium Agreement and the EPC contract;
 - The Parties mutually agree to terminate the agreement.

APPENDIX 3

MAIN CONTENT OF THE CONSORTIUM AGREEMENT

I. Members of the Consortium

1. SCI E&C Joint Stock Company
2. SCI Consulting Joint Stock Company
3. The members agree that the name of the Consortium will be: “SCI Consortium.” In this agreement, the term “Consortium” will be understood as SCI Consortium.

II. Responsibility Allocation

The parties agree to authorize SCI E&C Joint Stock Company to act as the leading member of the Consortium. The members of the Consortium agree to assign responsibilities for performing the tasks under the agreement as detailed in the table below:

No.	Company name	Assigned Tasks
1	SCI E&C Joint Stock Company (Leading member of the Consortium – Party A)	<ul style="list-style-type: none"> - Sign all documents, papers, and memorandums of understanding for transactions with the Employer during the bidding process. - Lead the negotiation process and finalize the contract with the Employer, together with representatives of the Parties. - Manage contract implementation. - Represent the Consortium in direct dealings with the Employer and relevant parties regarding contract execution, including signing letters, documents, and related materials. - Provide guarantees for the Employer according to the EPC contract. - Represent the Consortium, issue invoices for completed work to the Employer, and receive advances/payments from the Employer. Distribute and pay the corresponding execution value to the Parties.
2	SCI E Consulting Joint Stock Company (Consortium member – Party B)	<ul style="list-style-type: none"> - Surveying for topography, geology, and hydrology. - Technical design (Basic Design). - Detailed Design.

- The Parties agree that:
- + Each party will be responsible under the agreement and applicable laws for their respective scope of work. Party A (the leading member, representing the Consortium) is responsible to the Employer for the execution of the contract/agreement, while the Consortium members (Party B) are responsible to Party A and the Employer for their respective scopes of work.

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- SCI Consortium is not awarded the contract;
- The Parties have fulfilled their responsibilities and obligations under the Consortium Agreement and the contract;
- The Parties mutually agree to terminate the agreement.

APPENDIX 4

MAIN CONTENTS OF THE DRAFT CONTRACT FOR SCI HUONG VIET WIND POWER PLANT

Signed between the Consortium of SCI E&C Joint Stock Company and SCI Consulting Joint Stock Company (hereinafter referred to as SCI Consortium) and SCI Quang Tri Joint Stock Company.

Project name : SCI Huong Viet Wind Power Plant
 Capacity : 26MW
 Location : Quang Tri province
 Employer : SCI Quang Tri Joint Stock Company

1. Main contents and scope of work

- The Employer selected and assigned the SCI Consortium to execute the following tasks including:
 - + Surveying for topography, geology, prepare construction design drawing.
 - + Preparing site, executing auxiliary works, temporary facilities to support construction.
 - + Suppling materials, equipment, manpower, and construction machinery, executing main works (including the 110kV connection line).
 - + Procuring and installiong construction equipment.
 - + Training, guiding for operation and commissioning.
 - + Implementing warranty and maintaince.
 - + Other tasks as required by the Party A.
- Allocation of the principal responsibilities of the Consortium members as presented in the Appendix 3 [Main contents of the Consortium Agreement] attached to this Proposal.

2. Location and execution schedule

- Construction location: Quang Tri province.
- Schedule, construction plan: The anticipated completion period is 12 months from the date of the Contractor receives the advance payment. The schedule shall strictly comply with the construction timeline and plan as agreed with the Employer.

3. Contract price, advance payment and settlement

3.1. Contract price

- Estimated contract price: 850,000,000,000 VND

3.2. Advance payment and settlement

- a) Advance payment:
 - The Employer shall advance to the Contractor an amount equal to 10% of the Contract price.
- b) Settlement:
 - The Employer and the Contractor shall agree upon and confirm the monthly completed value in accordance with the payment milestones. The Employer shall make payments to

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the Contractor up to 95% of the value corresponding to these milestones. The remaining 5% shall be paid upon completion, handover, and commissioning of the works for use.

- The Contract price shall be stipulated in Vietnamese Dong (VND).

4. Performance Bond

- Non-applicable.

5. Subcontractor and Supplier

- Turbine: The Contractor shall select and propose the Employer for approval.
- The other works: The Contractor shall select and assign for implementation.

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APPENDIX 5

MAIN CONTENTS OF THE DRAFT CONTRACT FOR SCI TAN THANH WIND POWER PLANT

Signed between the Consortium of SCI E&C Joint Stock Company and SCI Consulting Joint Stock Company (hereinafter referred to as SCI Consortium) and SCI Quang Tri Joint Stock Company

Project name : SCI Tan Thanh Wind Power Plant
Capacity : 42MW
Location : Quang Tri province
Employer : SCI Quang Tri Joint Stock Company

1. Main contents and scope of work

- The Employer selected and assigned the SCI Consortium to execute the following tasks including:
 - + Surveying for topography, geology, prepare construction design drawing.
 - + Preparing site, executing auxiliary works, temporary facilities to support construction.
 - + Suppling materials, equipment, manpower, and construction machinery, executing main works (including the 110kV connection line).
 - + Procuring and installing construction equipment.
 - + Training, guiding for operation and commissioning.
 - + Implementing warranty and maintaince.
 - + Other tasks as required by the Party A.
- Allocation of the principal responsibilities of the Consortium members as presented in the Appendix 3 [Main contents of the Consortium Agreement] attached to this Proposal.

2. Location and execution schedule

- Construction location: Quang Tri province.
- Schedule, construction plan: The anticipated completion period is 12 months from the date of the Contractor receives the advance payment. The schedule shall strictly comply with the construction timeline and plan as agreed with the Employer.

3. Contract price, advance payment and settlement

3.1. Contract price

- Estimated contract price: 1,500,000,000,000 VND

3.2. Advance payment and settlement

a) Advance payment:

- The Employer shall advance to the Contractor an amount equal to 10% of the Contract price.

b) Settlement:

- The Employer and the Contractor shall agree upon and confirm the monthly completed value in accordance with the payment milestones. The Employer shall make payments to

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the Contractor up to 95% of the value corresponding to these milestones. The remaining 5% shall be paid upon completion, handover, and commissioning of the works for use.

- The Contract price shall be stipulated in Vietnamese Dong (VND).

4. Performance Bond

- Non-applicable.

5. Subcontractor and Supplier

- Turbine: The Contractor shall select and propose the Employer for approval.
- The other works: The Contractor shall select and assign for implementation.

APPENDIX 6

MAIN CONTENTS OF THE DRAFT CONTRACT FOR XEKAMAN 4 HYDROPOWER PLANT

Signed between the Consortium of Song Da 5 Joint Stock Company, SCI E&C Joint Stock Company, Power Engineering Consulting Joint Stock Company 1, and Xekaman 4 Power Company Limited.

Project name : Xekaman 4 Hydropower Plant
Capacity : 80MW
Location : Sekong province, Laos PDR
Employer : Xekaman 4 Power Company Limited

1. Main contents and scope of work

- Scope of work of the Package executed by the Consortium includes:
 - + Surveying for topography, geology, prepare construction design drawing.
 - + Preparing site, executing auxiliary works, temporary facilities to support construction.
 - + Suppling materials, equipment, manpower, and construction machinery, construction of headworks, waterway.
 - + Procuring and installing construction equipment.
 - + Implementing warranty and maintaince.
 - + Other tasks as required by the Party A.
- Scope of work executed by SCI E&C Joint Stock Company includes:
 - + Executing construction of the whole Waterway including of main works: Intake, Headrace tunnel, Surge shaft, Penstock, Tailrace, 220kV Distribution Station;
 - + Executing construction of auxiliary works: cofferdam for Powerhouse, auxiliary tunnels, construction adits, access road;
 - + Manufacturing, installing, testing and commissioning hydromechanical equipment of Intake, Penstock, downstream of Powerhouse and mornitoring instrumentation.

2. Location and execution schedule

- Construction location: Sekong province, Laos PDR.
- Schedule, construction plan: The anticipated completion period is 36 months from the date of the Contractor receives the advance payment. The schedule shall strictly comply with the construction timeline and plan as agreed with the Employer.

3. Contract price, advance payment and settlement

3.1. Contract price

- Estimated contract price: 33,500,000 USD

3.2. Advance payment and settlement

- a) Advance payment:
 - The Employer shall advance to the Contractor an amount equal to 10% of the Contract price.

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b) Settlement:

- The Employer and the Contractor shall agree upon and confirm the monthly completed value. The Employer shall make payments to the Contractor up to 95% of the completed value. The remaining 5% shall be paid upon completion of handover the works for use.
- The Contract price shall be stipulated in US Dollar.

4. Performance Bond

- An unconditional and irrevocable Performance Bond in the amount of 5% of the Contract Price.

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APPENDIX 7

MAIN CONTENTS OF THE DRAFT CONTRACT FOR WIND POWER PLANT PROJECT

Signed between the Consortium of SCI E&C Joint Stock Company and SCI Consulting Joint Stock Company (hereinafter referred to as SCI Consortium) and the Employer.

Project name : Wind Power Plant

Capacity : 25MW

Location : Quang Tri province

1. Main contents and scope of work

- The Employer selected and assigned the SCI Consortium to execute the following tasks including:
 - + Surveying for topography, geology, prepare construction design drawing.
 - + Preparing site, executing auxiliary works, temporary facilities to support construction.
 - + Supplying materials, equipment, manpower, and construction machinery, executing main works (including the 110kV connection line).
 - + Procuring and installing construction equipment.
 - + Training, guiding for operation and commissioning.
 - + Implementing warranty and maintainance.
 - + Other tasks as required by the Party A.
- Allocation of the principal responsibilities of the Consortium members as presented in the Appendix 3 [Main contents of the Consortium Agreement] attached to this Proposal.

2. Location and execution schedule

- Construction location: Quang Tri province.
- Schedule, construction plan: The anticipated completion period is 12 months from the date of the Contractor receives the advance payment. The schedule shall strictly comply with the construction timeline and plan as agreed with the Employer.

3. Contract price, advance payment and settlement

3.1. Contract price

- Estimated contract price: 900,000,000,000 VND

3.2. Advance payment and settlement

a) Advance payment:

- The Employer shall advance to the Contractor an amount equal to 10% of the Contract price.

b) Settlement:

- The Employer and the Contractor shall agree upon and confirm the monthly completed value in accordance with the payment milestones. The Employer shall make payments to the Contractor up to 95% of the value corresponding to these milestones. The remaining 5% shall be paid upon completion, handover, and commissioning of the works for use.
- The Contract price shall be stipulated in Vietnamese Dong (VND).

c) Performance Bond

15/11/2015



SCI E&C JOINT STOCK COMPANY

The 3rd floor, Tower C, Golden Palace building, Me Tri Street, Tu Liem Ward, Hanoi

Tel: 04 3386 8243

Email: enc@scigroup.vn

Website: www.scigroup.vn

- Non-applicable.
- d) Subcontractor and Supplier
 - Turbine: The Contractor shall select and propose the Employer for approval.
 - The other works: The Contractor shall select and assign for implementation.

APPENDIX 8

MAIN CONTENTS OF THE DRAFT CONTRACT FOR WIND POWER PLANT PROJECT IN VIETNAM

Signed between the Consortium of SCI E&C Joint Stock Company and SCI Consulting Joint Stock Company (hereinafter referred to as SCI Consortium) and the Employer.

Project name : Wind Power Plant

Capacity : 40MW

Location : Gia Lai province

1. Main contents and scope of work

- The Employer selected and assigned the SCI Consortium to execute the following tasks including:
 - + Surveying for topography, geology, prepare construction design drawing.
 - + Preparing site, executing auxiliary works, temporary facilities to support construction.
 - + Suppling materials, equipment, manpower, and construction machinery, executing main works (including the 110kV connection line).
 - + Procuring and installing construction equipment.
 - + Training, guiding for operation and commissioning.
 - + Implementing warranty and maintainance.
 - + Other tasks as required by the Party A.
- Allocation of the principal responsibilities of the Consortium members as presented in the Appendix 3 [Main contents of the Consortium Agreement] attached to this Proposal.

2. Location and execution schedule

- Construction location: Vietnam.
- Schedule, construction plan: The anticipated completion period is 12-15 months from the date of the Contractor receives the advance payment. The schedule shall strictly comply with the construction timeline and plan as agreed with the Employer.

3. Contract price, advance payment and settlement

3.1. Contract price

- Estimated contract price: 1,400,000,000,000 VND

3.2. Advance payment and settlement

a) Advance payment:

- The Employer shall advance to the Contractor an amount equal to 10% of the Contract price.

b) Settlement:

- The Employer and the Contractor shall agree upon and confirm the monthly completed value in accordance with the payment milestones. The Employer shall make payments to the Contractor up to 90-95% of the value corresponding to these milestones. The remaining value shall be paid upon completion, handover, and commissioning of the works for use.
- The Contract price shall be stipulated in Vietnamese Dong (VND).

c) Perfomance Bond



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- Non-applicable.
- d) Subcontractor and Supplier
 - Turbine, substation: The Contractor shall select and propose the Employer for approval.
 - The other works: The Contractor shall select and assign for implementation.

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APPENDIX 9

MAIN CONTENTS OF THE DRAFT CONTRACT

Project name : Infrastructure construction project

Location : Bac Ninh province

1. Main contents and scope of work

- Construction of the Canal No. 01 with a planned length of 12.95km, including 08 structures along the canal and 05 structures on the canal banks;
- Construction of the Canal No. 02 with a planned length of 5.7km, including 08 structures along the canal and 02 structures on the canal banks;

2. Location and execution schedule

- Construction location: Bac Ninh province.
- Schedule, construction plan: The anticipated completion period is 15-18 months from the date of the Contractor receives the advance payment. The schedule shall strictly comply with the construction timeline and plan as agreed with the Employer.

3. Contract price, advance payment and settlement

3.1. Contract price

- Estimated contract price: 1,300,000,000,000 VND

3.2. Advance payment and settlement

a) Advance payment:

- The Employer shall advance to the Contractor an amount equal to 10% of the Contract price.

b) Settlement:

- The Employer and the Contractor shall agree upon and confirm the monthly completed value in accordance with the payment milestones. The Employer shall make payments to the Contractor up to 85-90% of the value corresponding to these milestones. The remaining value shall be paid upon completion, handover, and commissioning of the works for use.
- The Contract price shall be stipulated in Vietnamese Dong (VND).

c) Performance Bond

- An unconditional and irrevocable performance bond equivalent to 10% of the contract value.

PROPOSAL (DRAFT)

(Approval of the public offering of additional shares)

To: General Meeting of Shareholders of SCI E&C Joint Stock Company

Pursuant to:

- *The Enterprise Law No. 59/2020/QH14 valid from January 01, 2021, amended by the Law No. 03/2022/QH15 valid from March 01, 2022, amended by the Law No. 76/2025/QH15 valid from July 01, 2025;*
- *The Securities Law No. 54/2019/QH14 dated November 29, 2019, amended by the Law No. 56/2024/QH15 valid from January 01, 2025;*
- *The Charter of Organization and Operation of SCI E&C Joint Stock Company;*
- *The internal regulations on corporate governance and regulations on the operation of the Board of Directors;*
- *The audited separate and consolidated financial statements for 2025.*
- *The proposal of the Shareholders regarding the inclusion of contents into the agenda of the 2026 Annual General Meeting of Shareholders;*

The Board of Directors of SCI E&C Joint Stock Company respectfully submits for approval by the General Meeting of Shareholders the following:

1. Necessity of the public offering of additional shares to increase the Charter capital:

- During the period of 2024 – 2025, SCI E&C Joint Stock Company continuously won bids for multiple new construction packages, resulting in a significant expansion of operations and a projected increase in revenue in 2026, specifically:
 - + Total production and business value in 2026: Estimated at VND 1,952.5 billion Dong
 - + Revenue in 2026: Estimated at 2,002.2 billion Dong

SCI E&C is not the Employer of the Projects but participates as a member of the EPC contractor, undertaking design, equipment supply and installation, and construction works for hydropower and wind power projects. Payments from the Employers to the Company are made only according to progress and acceptance milestones, leading to insufficient cash flow to meet the entire working capital requirements for construction activities. Meanwhile, the credit limits granted by commercial banks are restricted and cannot fully cover payments for materials and subcontractors during the construction process.

Therefore, as revenue scale expands, the demand for working capital to support production and business activities also increases correspondingly, particularly for payments of materials, labor, and construction deployment costs. The Company must proactively mobilize additional capital to supplement working capital in a timely manner, ensuring payment capacity for suppliers and subcontractors, thereby maintaining construction progress and fulfilling obligations under EPC contracts.

At the same time, obligations to repay principal and interest under credit limit agreements with commercial banks are also increasing. Mobilizing additional capital through a public offering of shares will enable the Company to proactively secure resources for repayment, reduce short-term financial pressure, and improve the capital structure towards greater safety and sustainability, thereby enhancing credit accessibility and credibility with financial institutions in the future.

- The business plan of SCI E&C in 2026 is developed based on the signed contracts, the projected workload for the year, and anticipated new contracts. The new projects expected to be undertaken include:
 - + SCI Huong Viet Wind Power Plant Project (capacity of 26 MW)
 - + SCI Tan Thanh Wind Power Plant Project (capacity of 42 MW)
 - + Xekaman 4 Hydropower Plant Project (capacity of 80 MW)
 - + Wind Power Plant Project in Quang Tri Province (capacity of 25 MW)
 - + Wind Power Plant Project in Gia Lai Province (capacity of 42 MW)
 - + Infrastructure construction project in Bac Ninh Province.
- Thus, based on the growth in revenue and construction output, the increased demand for working capital, and the need to restructure loan obligations, the capital mobilization of SCI E&C through a public offering of shares is reasonable, necessary, and consistent with the business plan of the Company in 2026.

2. New public offering plan to increase charter capital in 2026:

Stock name:	Shares of SCI E&C Joint Stock Company
Stock code:	SCI
Stock type:	Common stock
Par Value:	10,000 (Ten thousand) VND/share
Charter capital before offering:	420,000,000,000 VND
Total number of shares before offering:	42,000,000 shares
Number of Shares to be offered:	Expected 21,000,000 shares
Exercise ratio	2:1
Offering Price	10,000 VND/share
Number of shares after offering:	Expected 63,000,000 shares
Charter capital after offering:	Expected 630,000,000,000 VND

(Attached is the detailed plan for the public offering of additional shares)

3. The General Meeting of Shareholders authorizes the Board of Directors to

- Determine the appropriate timing for the public offering in accordance with the Company's needs on the basis of ensuring compliance with legal regulations.
- Decide on the detailed content of the offering plan and/or amend, supplement, or change the offering plan when necessary based on the actual situation of the Company or at the request of the competent authority to ensure the successful offering as well as the Company's capital mobilization is carried out in accordance with the law, ensuring the rights of shareholders and the Company;
- Adjust the exercise ratio (Rights Issue) accordingly to ensure that the total number of shares offered does not exceed the number of shares expected to be offered as approved by the General Meeting of Shareholders in this plan (the offering ratio depends on the number of shares in circulation at the time of implementing the Share Offering Plan and the actual number of shares offered);
- Decide on a plan to ensure that the offering of additional shares meets the regulations on the maximum foreign ownership ratio at the Company;
- Appoint an underwriting organization, negotiate, and execute underwriting agreements, and complete necessary procedures to secure underwriting for the capital increase issuance, if required.
- Choose the appropriate time to finalize the rights execution date and other milestones related to the implementation of the public offering of additional shares according to regulations.

- Carry out the issuance of shares and decide and carry out procedures for distributing shares according to the issuance plan;
- Decide on the handling of fractional shares and unsubscribed shares
- Determine the specific allocation of raised capital and make necessary adjustments regarding fund utilization, disbursement timelines, and purposes in accordance with the Company's actual situation.
- Implement amendments and supplements to the Company Charter (regulations on charter capital and number of shares) and related provisions in the Company Charter according to actual issuance results;
- Carry out procedures to adjust the Company's Business Registration Certificate after the end of the offering;
- Carry out necessary procedures to adjust information on the number of securities registered at the Vietnam Securities Depository and Clearing Corporation (VSDC) and register for listing changes at the Stock Exchange where the Company's shares are listed with the entire number of shares actually issued in accordance with the provisions of law;
- In addition to the above contents, the General Meeting of Shareholders unanimously approved the authorization for the Board of Directors to decide on all other related issues arising in the process of implementing the share offering to increase charter capital according to regulations. Depending on each specific case, the Board of Directors is assigned to the General Director to perform one or several specific tasks mentioned above.
- Other authorization contents are specified in the detailed issuance plan.

Respectfully submit to the General Meeting of Shareholders for consideration and approval./.

Best Regards!

**ON BEHALF OF BOARD OF DIRECTORS
CHAIRMAN**

Recipient:

- *General Meeting of Shareholders;*
 - *Board of Directors;*
- Save HR/IAC/BOD.*

Phan Thanh Hai

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SHARE OFFERING/ISSUANCE PLAN INCREASE CHARTER CAPITAL IN 2026

(Attached Proposal No.: 08/2026/TTr-SCIEC-HĐQT of the Board of Directors

dated April 03, 2026)

I. PUBLIC OFFERING PLAN

1.1.	Number of shares offered:	Expected 21,000,000 shares
1.2.	Ratio of the number of shares expected to be offered additionally to the total number of outstanding shares:	50%
1.3.	Offering price:	10,000 (ten thousand) VND/share
1.4.	Total expected capital mobilized:	210,000,000,000 VND
1.5.	Offering objects:	Existing shareholders whose names are on the list of shareholders on the last registration date to exercise the right to purchase shares provided by the Vietnam Securities Depository and Clearing Corporation (VSDC).
1.6.	Offering method:	Offer for sale to existing shareholders by exercising purchase rights.
1.7.	Exercise ratio:	2:1 (<i>On the last registration date to close the shareholder list to exercise the right to purchase shares, shareholders owning 02 shares will have 02 purchase rights, every 02 purchase rights will be able to buy 01 additional issued share</i>).
1.8.	Estimated implementation time:	After the offering plan is approved by the General Meeting of Shareholders and the State Securities Commission issues a Certificate of registration for public offering of securities.
1.9.	Transfer of purchase rights:	Existing shareholders whose names are on the list on the record date, to exercise the right to purchase additional issued shares, have the right to transfer their right to purchase shares to another person within the prescribed period and can only transfer once (the transferee cannot transfer to a third party). The transferor and transferee shall agree on the transfer price, pay the money and be responsible for performing the obligations as prescribed in relation to the transfer.
1.10.	Plan for handling odd shares, shares that investors do not register to buy, do not pay to buy, odd shares that arise	The number of shares offered to each existing shareholder according to the exercise ratio will be rounded down to the nearest unit. The entire number of odd shares arising from rounding down to the nearest unit and the number of shares that investors do not register to buy or pay for in this offering (if any), the General Meeting of Shareholders authorizes the Board of Directors to decide to distribute to other subjects (including shareholders of the Company who need to increase their share ownership) according to the

		<p>provisions of law with the conditions of offering, conditions on rights and obligations of investors not more favorable than the conditions of offering to existing shareholders (including the offering price not lower than VND 10,000/share).</p> <p><i>For example:</i> On the record date for shareholders to exercise their rights, shareholder A owns 579 shares. At that time, shareholder A will be able to buy an additional number of shares corresponding to: $(579:2) \times 1 = 289.5$ shares, rounded down to 289 shares.</p>
1.11.	Restrictions on transfers:	<ul style="list-style-type: none"> ▪ The number of shares that existing shareholders and transferees of purchase rights from existing shareholders exercise their purchase rights within the time specified in the public offering notice to existing shareholders (including extension period - if any) is not subject to transfer restrictions.. ▪ The number of odd shares arising during the exercise of rights is redistributed by the Board of Directors to other subjects without transfer restrictions as prescribed in Clause 4, Article 42 of Decree No. 155/2020/ND-CP dated December 31, 2020. ▪ The number of shares that investors do not register to buy or do not pay for, which are redistributed by the Board of Directors to other entities, are restricted from transfer for 01 year from the end date of the offering period as prescribed in Clause 2, Article 42 of Decree No.155/2020/ND-CP dated December 31, 2020. ▪ The number of shares purchased by the underwriting organization according to the underwriting commitment (if any) will not be subject to transfer restrictions.
1.12.	Plan to ensure that the offering of shares meets the regulations on maximum foreign ownership ratio at the Company:	The General Meeting of Shareholders authorizes the Board of Directors to develop and approve a plan to ensure that the offering of shares meets the regulations on the maximum foreign ownership ratio at the Company.
1.13.	Minimum successful offering rate	Not specified

II. DILUTION LEVEL ASSESSMENT

1. Dilution of reference price on ex-dividend date:

SCI stock price will be technically adjusted on ex-dividend date to exercise the right to buy additional shares offered. The market price of SCI stock will be adjusted according to the following formula:

$$P^{pl} = \frac{P^t + (Pr \times I)}{1 + I}$$

In which:

- P^{pl} : Diluted share price on ex-dividend date
- P^t : SCI stock price on the trading day before the ex-dividend date

- Pr: 10,000 VND/share (Offering price for those with the right to buy shares)
- I: is the ratio of capital increase due to issuance of shares purchase rights

2. Diluted basic earnings per share:

After the offering, the number of shares outstanding in the market will increase, so earnings per share (EPS) will be adjusted.

$$\text{Basic Earnings Per Share (EPS)} = \frac{\text{Profit after tax}}{\text{Average number of outstanding shares during the period}}$$

In which:

$$\text{Average number of outstanding shares during the period} = \frac{X * T + (X+Y) * T'}{12}$$

X: Number of shares outstanding before issuance

Y: Number of additional shares issued

T: Actual circulation time of shares before issuance

T': Actual circulation time of additional issued shares

3. Dilution in book value

Book value per share is calculated using the formula:

$$\text{Book value of stock (BV)} = \frac{\text{Equity}}{\text{Number of shares outstanding}}$$

After the offering is completed, BV may be affected if the offering price is lower than the book value of the shares at the time of the offering.

4. Dilution in ownership and voting rights

The shareholder's ownership and voting rights will be reduced when the shareholder declines the purchase right in this offering.

III. PLAN TO USE CAPITAL OBTAINED FROM THE OFFERING

1. Amount expected to be raised from the offering

Offering Plan	Number of shares offered	Offering price (VND/share)	Expected Capital Obtained (VND)
Public offering of additional shares	21,000,000	10,000	210,000,000,000

2. Capital utilization plan

The capital obtained from the offering will be used in the following order of priority:

No.	Purpose of capital utilization	Amount (VND)	Capital utilization progress
1	Supplement working capital for ongoing projects	40,000,000,000	After the end of the offering and according to the actual progress of capital utilization

No.	Purpose of capital utilization	Amount (VND)	Capital utilization progress
2	Settlement of Loan Obligations to Credit Institutions	150,000,000,000	After the end of the offering and according to the actual progress of capital utilization
3	Investment of construction equipment and machinery	20,000,000,000	After the end of the offering and according to the actual progress of capital utilization
Total		210,000,000,000	

- The detailed Capital utilization plan (including detailed investment plan and capital allocation) is authorized by the General Meeting of Shareholders to the Company's Board of Directors for decision.
- In case other investment opportunities appear that are more feasible, the General Meeting of Shareholders authorizes the Board of Directors to proactively adjust/change the plan for using capital raised from the offering and report to the General Meeting of Shareholders at the nearest General Meeting after changing the purpose of capital utilization (if any).

3. Solution for cases where the offering does not collect the expected amount

Plan to compensate for the expected capital shortage from the offering: In case the shares are not fully distributed as planned and the amount of capital mobilized is not as expected, we respectfully submit to the General Meeting of Shareholders to authorize the Board of Directors to consider mobilizing bank loans or finding other additional funding sources to compensate in accordance with the Company's business operations.

IV. APPROVAL OF ADJUSTING INFORMATION ON THE QUANTITY OF SECURITIES REGISTERED AT VSDC, CHANGING LISTING REGISTRATION

General meeting of shareholders authorize the Board of Directors to proactively implement and complete relevant procedures immediately after the end of the offering, including adjusting quantity information at the Vietnam Securities Depository and Clearing Corporation and registering a change in listing for all shares offered according to the above plan at the Stock Exchange where the Company's shares are listed.

V. IMPLEMENTATION ORGANIZATION

The General Meeting of Shareholders authorizes the Board of Directors to proactively carry out procedures for offering shares to increase charter capital at an appropriate time depending on the market situation and the Company's business activities, ensuring the interests of shareholders, the success of the issuance and compliance with the provisions of the Law and the Company's Charter./.

**ON BEHALF OF
BOARD OF DIRECTORS
CHAIRMAN**

Phan Thanh Hải

