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Cơ quan: TỔNG CÔNG TY ĐẦU TƯ NƯỚC VÀ MÔI TRƯỜNG VIỆT NAM - CTCP
Thời gian ký: 30.10.2026 17:38:50 +07:00

CONSTRUCTION CONTRACT

No. ..... /2026/HĐTC/VG/XCH-VIWASEEN

PACKAGE : **CONSTRUCTION WORKS AND TREATMENT TECHNOLOGY FOR A WASTEWATER TREATMENT PLANT WITH CAPACITY OF 3,750 M³/DAY**

PROJECT : **ECOLOGICAL GARDEN VILLA URBAN AREA IN VAN GIANG COMMUNE, HUNG YEN PROVINCE**

LOCATION : **VAN GIANG COMMUNE, HUNG YEN PROVINCE**

Between

XUAN CAU HOLDINGS JOINT STOCK COMPANY

And

VIETNAM WATER AND ENVIRONMENT INVESTMENT CORPORATION – JSC

2026

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PART I: LEGAL BASES FOR ENTERING INTO THE CONTRACT

- Civil Code No. 91/2015/QH13 dated 24 November 2015;
- Construction Law No. 135/2025/QH15 dated 10 December 2025;
- Law on Environmental Protection No. 72/2020/QH14 dated November 17, 2020
- Government Decree No. 210/2026/ND-CP dated 15 June 2026 detailing regulations on construction contracts;
- Government Decree No. 217/2026/ND-CP dated 19 June 2026 detailing certain provisions of the Construction Law on the management of construction activities;
- Government Decree No. 206/2026/ND-CP dated 15 June 2026 on the management of construction investment costs;
- Circular No. 36/2026/TT-BXD dated June 26, 2026 of the Ministry of Construction, providing guidance on certain matters and methods for determining and managing construction investment costs.
- Government Decree No. 207/2026/ND-CP dated 15 June 2026 detailing certain contents on quality management, construction execution and maintenance of construction works;
- Ministry of Construction Circular No. 02/2023/TT-BXD dated 03 March 2023 providing guidance on certain contents of construction contracts;
- The construction drawing design documents approved by the Employer;
- Other relevant documents and materials;
- The needs and capabilities of the Parties.

PART II: TRANSACTION INFORMATION OF THE EMPLOYER AND CONTRACTOR

Today, on ..... day of ..... 2026, at the head office of Xuan Cau Holdings Joint Stock Company, we, the undersigned, include:

1. EMPLOYER (hereinafter referred to as the "Employer" or "Party A")

Transaction name:	:	**XUAN CAU HOLDINGS JOINT STOCK COMPANY**
Represented by:	:	**Mr. Nguyen Hong Phuong**
Position:	:	**Deputy General Director** *(Giấy ủy quyền số 76/GUQ-XCH ngày 01/04/2026)*
Địa chỉ	:	No. 444 Bach Dang Street, Hong Ha Ward, Hanoi City
Tax Identification Number:	:	0101014136

AND

2. CONTRACTOR (hereinafter referred to as the "Contractor" or "Party B")

Transaction name:	:	**VIETNAM WATER AND ENVIRONMENT INVESTMENT CORPORATION – JSC**
Represented by:	:	**Mr. Nguyen Phi Hòa**
Position:	:	**Deputy General Director** *(Power of Attorney No. 72/2026/UQ-VIW dated 28 October 2026)*
Địa chỉ	:	No. 52 Quoc Tu Giam Street, Van Mieu - Quoc Tu Giam Ward, Hanoi City
Tax Identification Number:	:	0100105976
Bank Account No.:	:	1220695802 at BIDV – Ha Thanh Branch

*Party A and Party B are hereinafter collectively referred to as the **"Parties"** or the **"Two Parties"**, and individually as a **"Party"** or "**Each Party**", depending on the context.*

The Parties have discussed, negotiated and mutually agreed to enter into this Construction Contract under the following terms and conditions:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

In this Construction Contract, the following words, phrases and terms shall have the meanings set forth below:

1.1. **Employer / Employer under the Contract / Party A:** means Xuan Cau Holdings Joint Stock Company.

1.2. **Employer's Representative / Representative of Party A:** means the person designated by Party A in the Contract or authorized/appointed by Party A to act on behalf of Party A in exercising Party A's rights and performing Party A's obligations under this Contract.

1.3. **Contractor / Contracting Party / Party B**: means Vietnam Water and Environment Investment Corporation – JSC.

1.4. **Contractor's Representative / Representative of Party B**: means the person designated by Party B in the Contract or authorized/appointed by Party B to act on behalf of Party B in exercising Party B's rights and performing Party B's obligations under this Contract.

1.5. **Consultant**: means an organization or individual engaged by the Employer under a contract to perform one or more professional tasks related to the management and implementation of the Works under the Contract. The Consultant may be a Project Management Consultant or a Construction Supervision Consultant.

1.6. **Consultant's Representative**: means the person authorized by the Consultant to act as its representative in performing the tasks assigned by the Consultant.

1.7. **Project:** means the Ecological Garden Villa Urban Area in Van Giang Commune, Hung Yen Province.

1.8. **Contract Package / Works:** means the contract package for the **Construction Works and Treatment Technology for a Wastewater Treatment Plant with Capacity of 3,750 m³/day in an area of 50ha**

1.9. **Site**: means the location handed over by Party A to Party B for construction of the Works, as well as any other location specified in the Contract.

1.10. **Contract:** means this Construction Contract, including all appendices, amendments and supplements thereto duly signed by Party A and Party B, and all other documents agreed upon by the Parties as forming part of the Contract, including documents that have not been listed as Contract documents at the time of signing.

1.11. **Works**: means the construction works for the Works and other works that Party B is obligated to perform under this Contract, its appendices, amendments and supplements made during the performance of the Contract, and other works necessary to complete the Works falling within Party B's obligations and/or responsibilities under this Contract and/or applicable law.

1.12. **Contract Price**: means the total provisional amount specified in Article 9 of the Contract and the Contract Appendices, which Party A shall pay to Party B upon Party B's performance of the Works under this Contract.

1.13. **Final Account Value**: means the total amount payable by Party A for the Works actually completed by Party B and accepted by Party A, as recorded in the final account documents confirmed by both Parties.

1.14. **Materials**: means materials and/or construction materials and/or equipment and/or goods and/or finished products manufactured and/or processed and/or supplied by Party B to Party A in accordance with this Contract.

1.15. **Components**: means construction material products manufactured for assembly into structural components of the Works.

1.16. **Construction Equipment**: means all machinery, equipment, vehicles and other means, facilities and equipment required for Party B to carry out the construction works and remedy any defects, if any.

1.17. **Construction Methodology**: means the method statement and implementation plan prepared by Party B, for which Party B shall be responsible, and approved by Party A as the basis for Party B to complete the construction works and equipment installation in accordance with the Contract, including but not limited to: (i) Party B's construction management organizational chart; (ii) the construction site layout; (iii) the method and plan for mobilizing and arranging personnel, construction machinery and equipment, and supplying materials and construction materials; (iv) management of schedule, quality, safety, variations, additional works, construction records and other activities, in conformity with the Design Documents, the construction schedule under the Contract, and the provisions of the Contract and applicable Law. Party B shall bear full responsibility for the Construction Methodology prepared by Party B, including where such Construction Methodology has been approved by Party A, including responsibility for reviewing and verifying the Construction Methodology prior to implementation, where applicable.

1.18. **Third Party**: means any organization or individual that is not a party to this Contract.

1.19. **Design Documents**: means all drawings, designs, diagrams, models, calculations, construction cost estimates, technical descriptions, technical details, ideas, technology transfers, operation and maintenance procedures for the Works, and other documents related to the Contract Package, in compliance with applicable Law and approved by the Employer.

1.20. **Technical Specifications**: means a set of technical requirements based on the applicable technical regulations and standards for the Works and the construction design, providing guidance and requirements regarding materials, products and equipment used for the Works, as well as construction, supervision and acceptance activities for the construction works.

1.21. **Warranty**: means Party B's undertaking and responsibility to remedy and repair, within a specified period, any damage or defects that may arise during the operation and use of the Works after handover and commissioning for use.

1.22. **Project Management Unit / PMU**: means the Employer's unit responsible for managing and supervising, on behalf of the Employer, the implementation of the Contract Package at the Site.

1.23. **Day / days**: means a calendar day, and Month / month: means a calendar month. Days shall be counted consecutively, including weekends and public holidays.

1.24. **Working Day**: means any day other than Sunday and public holidays and Tet holidays as prescribed by Vietnamese law and/or as determined by a competent authority.

1.25. **Force Majeure Event**: means an event as specified in Article 18.1 of the Contract.

1.26. **Law:** means the entire legal system of the Socialist Republic of Vietnam.

ARTICLE 2. CONTRACT DOCUMENTS AND ORDER OF PRIORITY

2.1. The Contract Documents shall comprise the documents forming the basis for entering into the Contract; the terms and conditions of this Contract; the appendices and amendments and supplements to the Contract; and other documents and materials related to the execution and performance of the Contract which the Parties agree shall form part of the Contract Documents, including documents that have not been listed as Contract Documents at the time of signing this Contract, including but not limited to:

a) This Contract and any amendments and supplements to the Contract entered into by the Parties after the Contract becomes effective.

b) Detailed scope of work.

c) Technical Specifications and Design Documents approved by the Employer.

d) BOQ 1 – Summary of Contract Value.

e) BOQ 1.1, 1.2, 1.3 – Detailed Schedule of Contract Value (including information on technical specifications, codes/model numbers, brands and origins of materials).

f) List of documents required for advance payment/payment/final account settlement.

g) Forms and levels of penalties applicable to violations relating to occupational safety, environmental sanitation, fire prevention and fighting, and information technology.

h) Forms of guarantees.

i) Other relevant documents.

2.2. Unless otherwise agreed by the Parties, in the event of any discrepancy or ambiguity among the provisions of the above documents, the document appearing earlier in the above order shall take precedence.

ARTICLE 3. COMMUNICATIONS

3.1. Unless otherwise expressly provided in this Contract, all notices, approvals, decisions and other information issued under this Contract (collectively, the **"Notice"**) must be made in writing, signed by the duly authorized representative of the sending Party, and delivered to the receiving Party by at least one of the following methods: (i) postal service, (ii) hand

delivery, or (iii) email with a scanned/photographed copy of the Notice attached, sent to the address and/or other contact details specifically provided in this Contract.

3.2. Any Notice shall be deemed to have been received by the other Party at the time when: (i) receipt is confirmed by the postal service if sent by post; (ii) the delivery is acknowledged in the handover and receipt record if delivered by hand; or (iii) three (03) hours after the "Sent" confirmation is recorded on the sending Party's email server if sent by email. If an email is sent outside the recipient's working hours, the email shall be deemed to have been received by the recipient at the beginning of the working hours of the following Working Day.

3.3. In particular, documents and materials relating to advance payments, payments and final account settlement as specified in the Contract, documents relating to amendments, supplements or termination of the Contract, and documents requiring the signature of either Party or both Parties must be delivered by method (i) or (ii) specified in Clause 3.1 above to ensure that the receiving Party receives the original documents. Delivery by email shall only be valid for checking and reference purposes and shall not be legally binding upon the Parties.

3.4. The contact information of the Parties is as follows:

Contact person of Party A:

Contact person: **Mr. Phan Chinh Bien – Head of the Project Management Unit**

Email: bien.pc@xuancau.com.vn

Telephone: 0902.179.007

Contact person of Party B:

Contact person: **Nguyen Thang Hanh – Officer of the Construction Department**

Email: nguyenthanghanh999@gmail.com

Telephone: 0813.914.688

3.5. If either Party changes its notice address or contact information, it shall notify the other Party within three (03) days from the date of such change in order to amend and supplement the relevant notice address or contact information. If a Party changes its contact information without notifying the other Party, such Party shall bear all consequences arising from the failure to provide such notification, unless otherwise agreed by the Parties.

ARTICLE 4. GOVERNING LAW AND LANGUAGE OF THE CONTRACT

4.1. This Contract shall be governed by the laws of Vietnam.

4.2. The language of this Contract shall be Vietnamese.

ARTICLE 5. CONTRACT SECURITY

5.1. Performance Bond

Not applicable.

5.2. Advance Payment Guarantee

Not applicable.

5.3. Warranty Guarantee

Not applicable.

ARTICLE 6. SCOPE AND QUANTITY OF WORKS

6.1. Scope of Works

a) Party A agrees to assign and Party B agrees to undertake the following Works: **Construction Works and Treatment Technology for a Wastewater Treatment Plant with Capacity of 3,750 m³/day in an area of 50ha for the Ecological Garden Villa Urban Area Project in Van Giang Commune, Hung Yen Province**, in accordance with the construction drawing design documents approved by Party A, the Construction Methodology and the construction schedule (including any amendments and supplements approved by Party A); in compliance with applicable Vietnamese technical specifications, construction and equipment codes and standards; ensuring quality, schedule, price, safety, and acceptance and handover for commissioning and use in accordance with Party A's requirements and applicable Law. The scope of Works includes:

(i) Complete the construction and installation of the wastewater treatment system, ensuring that the treated water quality meets Column A of QCVN 14:2025/BTNMT and QCĐP 01:2019/HY. For any parameter where the applicable standards prescribe different requirements, the more stringent requirement shall apply.

(ii) Carry out the construction and connection of the treated wastewater discharge pipeline to the designated discharge point of the common drainage system.

(iii) Apply for environmental registration and a permit for the construction of the wastewater discharge connection (if required).

(iv) Amend the Environmental Impact Assessment (EIA) Report, if necessary, to ensure that it is consistent with the actual conditions of the Project at the current time.

(v) Prepare the works for trial operation.

(vi) Carry out the trial operation of the works.

(vii) Conduct the commissioning and operational trial run for a period of 120 (one hundred and twenty) days.

(viii) Provide documents evidencing ownership of the technology copyright or demonstrating that the use of the technology does not infringe any intellectual property rights; provide all other equipment and services necessary to achieve acceptance and handover of the works in accordance with the Contract.

(ix) Prepare the documentation and carry out procedures for obtaining Environmental Registration for the Investor, enabling the Investor to satisfy the conditions for putting the Wastewater Treatment Plant into trial operation and official operation in accordance with applicable laws and regulations (the Investor shall assist in reviewing and affixing its seal to the relevant documents).

(x) Assist the Employer in preparing the application dossier for the connection agreement (if any).

(xi) Test all treated water quality parameters in accordance with the applicable technical regulations and the requirements specified in the Contract Documents.

(xii) Train and provide guidance to the Investor's personnel on the operation and maintenance of the works within the scope specifically stipulated in the Investor's requirements.

b) Prior to commencing the Works, Party B shall be deemed to have obtained all necessary information regarding the Project, Design Documents, technical requirements, existing Site conditions, routes for transportation of equipment/Materials, and other conditions at the Works.

c) The scope of Works is detailed in BOQ 1 – Summary of Contract Value and BOQ 1.1, 1.2, 1.3 – Detailed Schedule of Contract Value.

6.2. Quantity of Works

a) The quantity of Works to be performed by Party B is specified in detail in BOQ 1 – Summary of Contract Value and BOQ 1.1, 1.2, 1.3 – Detailed Schedule of Contract Value.

b) During the performance of the Works, if Party B fails to meet the required schedule and quality of the Works, Party A shall have the right to reduce or remove part or all of the quantity of Works to be performed by Party B. Party A shall notify Party B at least 03 (three) days prior to implementation, and Party B shall comply with Party A's decision without giving any reason for postponing or delaying its implementation..

c) Any additional Works must be agreed upon in writing by the Two Parties (with the signature of the Representative of Party A) regarding the unit price and schedule prior to commencement.

6.3. The specific Works to be performed by Party B shall include, but shall not be limited to, the following:

a) Supply construction materials, personnel, machinery and Construction Equipment for construction of the Works in accordance with the Contract.

b) Supply and transport equipment and Materials to the Site.

c) Install and commission equipment (including trial operation, if applicable), and conduct trial operation of the equipment system after installation and technical safety inspection.

d) Install equipment/Materials in accordance with the Design Documents, technical requirements and Construction Methodology approved by Party A. Equipment shall be installed in compliance with Vietnamese construction codes and standards and relevant State regulations on construction quality management.

e) Carry out construction of the Works in accordance with the Design Documents/design amendment documents, technical requirements, technical standards, Construction Methodology approved by Party A, and applicable construction codes and standards, ensuring the treated wastewater quality complies with Column A of QCVN 14:2025/BTNMT and QCĐP 01:2019/HY. For each parameter, the more stringent limit prescribed by either of the two technical regulations shall apply.

f) Control the quality of construction Works and installation of equipment/Materials; supervise the construction of the Works performed by Subcontractors where Party B acts as the main contractor or general contractor.

g) Remedy and rectify any quality errors or defects arising during construction, if any.

h) Conduct material quality testing in accordance with applicable regulations.

i) Carry out acceptance of Works at construction stages, acceptance of construction stages or sections of construction works, and acceptance upon completion of work items and construction works.

j) Prepare documents and carry out procedures for completion of the connection of the power supply, water supply and wastewater discharge systems in accordance with applicable Law (the Employer shall assist in reviewing and affixing its seal to the relevant documents/papers, if any).

k) Provide training and instructions on the operation and use of equipment, and provide technology transfer training to the Employer, if applicable.

l) Carry out measures to ensure safety, environmental protection and sanitation, and fire and explosion prevention.

m) Provide warranty and maintenance for all equipment/Materials in accordance with the Contract.

n) Protect the Site and construction area within the scope of the construction Contract.

o) Carry out measures to ensure security and public order in the Site area.

p) Cooperate with other contractors at the Site, if any.

q) Clean up the Site and hand over the Contract deliverables upon completion.

r) Perform other Works as agreed under the Contract, the documents attached to the Contract, and applicable Law. Works not expressly specified in the Contract but which can be clearly inferred as necessary for completion of the Works in accordance with the Contract shall be deemed to be included in the scope of Works under the Contract.

ARTICLE 7. QUALITY REQUIREMENTS, ACCEPTANCE, HANDOVER AND WARRANTY OF THE WORKS

7.1. Quality Requirements

a) Party B shall be responsible for performing the Works under the Contract in accordance with the Design Documents, Technical Specifications and Construction Methodology approved by Party A and/or the competent State authorities; in compliance with applicable technical standards and regulations; ensuring quality, occupational safety and environmental sanitation in accordance with applicable Law and Party A's requirements.

b) Ensure the durability and accuracy of the construction structures and the installed equipment/materials in accordance with Vietnamese construction codes and standards, as well as relevant State regulations on the quality of construction works.

c) Equipment/Materials must have clear origin and provenance and meet the quality requirements under the applicable manufacturing standards, be complete and fully assembled in accordance with the manufacturer's factory standards. In addition, Party B shall ensure that the equipment supplied under the Contract is free from defects that may result in adverse effects during normal use of the Equipment/Materials.

d) Quality requirements for Equipment/Materials:

(i) Materials, construction materials/equipment brought to the Site must be 100% new, unused, and the documents relating to the goods must be consistent with one another, conform to the correct type and quality, and satisfy the applicable technical standards. Equipment, if any, must have a manufacturing year of 2025 or later.

(ii) Party B shall submit actual samples of Materials and catalogues of Materials/Equipment conforming to the Design Documents for Party A's review and approval as the basis for placing orders/manufacturing or processing. Materials must be of the correct type and have clear origin and provenance in accordance with the Contract Documents and must be approved by Party A before being brought into construction.

(iii) For imported Materials, the following documents are mandatory:

- For Materials directly imported by Party B from overseas, the documentation shall include:
  + Certificate of Quality (CQ) issued by the manufacturer.
  + Certificate of Origin (CO): original or certified copy.
  + Commercial Invoice with prices removed (Invoice – certified copy).
  + Packing List – certified copy.
  + Bill of Lading.
  + Customs Declaration with prices removed – certified copy.
- For imported Materials purchased by Party B from a domestic Importer/Distributor, the documentation shall include:
  + Certificate of Origin (CO): certified copy issued by the direct importer/distributor or a true copy certified by the direct importer.
  + Certificate of Quality (CQ): certified copy issued by the direct importer/distributor or a true copy certified by the direct importer.
  + + A certified true copy of the economic contract between Party B and the Importer/Domestic Distributor.

(iv) For other Materials, a Certificate of Quality (CQ) as specified in detail in the attached List of Documents for Advance Payment/Payment/Final Account Settlement must be provided, and such Materials must comply with applicable Law and Party A's requirements.

(v) For small quantities of Materials for which complete valid documentation of origin and provenance cannot be provided, Party B shall provide purchase receipts or invoices for

the purchase and sale of goods, warehouse release notes, or delivery and receipt records for retail Materials for Party A's inspection and approval prior to installation.

(vi) Materials shall be sampled and tested for quality in the presence of Party A and/or the Consultant. Such testing shall be conducted by a testing laboratory accredited in accordance with applicable regulations. The quantities, types and frequency of testing shall comply with the Schedule of Materials Subject to Testing, Testing Frequency and Testing Criteria attached to the Contract. All testing costs shall be borne by Party B.

(vii) Any Materials that fail to meet the requirements regarding type, quality, technical standards, Design Documents, etc. shall be removed from the Site immediately upon Party A's request. If Party B refuses to remove such non-conforming Materials, Party A shall engage a Third Party to carry out the removal. The costs payable to such Third Party shall be borne by Party B or deducted from the payment due to Party B.

(viii) Party B shall bear full responsibility before the Law and Party A for the accuracy, truthfulness and legality of all documents provided by Party B under this Contract and shall ensure that such documents are consistent with the Design Documents and Contract Documents.

e) Requirements for Construction and Installation Works:

(i) General Requirements:

- Party B must strictly comply with the technical requirements approved by Party A in accordance with the provisions of the Contract.
- Party B shall organize the equipment installation and implement the measures in strict accordance with the Construction Drawing Design Documents (including any amendments approved by Party A) and the equipment installation method statement approved by Party A, ensuring the technical quality and aesthetic appearance of the works. Party B must adopt specific and effective measures to mitigate and minimize adverse impacts, including noise, environmental sanitation, traffic disruption, public order and security within the area, and risks to the safety of adjacent structures. Party B shall ensure the quality of all work related to the relevant construction items, including site preparation, accuracy of construction dimensions, quality of construction materials, and quality management.

(ii) Load Testing Requirements for the Generator:

A simulated load test (resistive load bank test) shall be conducted at the manufacturer's factory/workshop, the supplier's facility in Vietnam, or at the Construction Site, with the following durations and load levels:

- No-load operation: approximately 10 minutes.
- Operation at 25% load: approximately 10 minutes.
- Operation at 50% load: approximately 15 minutes.
- Operation at 75% load: approximately 30 minutes.
- Operation at 100% load: approximately 20 minutes.

- Operation at 110% load: approximately 3 minutes.

(iii) Machinery and Equipment for Construction:

- Specialized construction machinery and equipment such as scaffolding, hoisting machines, forklifts, standby generators, etc. shall be provided by Party B at its own expense.
- Machinery and equipment brought into use at the Site must have complete legal documentation, including valid inspection certificates, and must ensure quality and safety throughout their use. Such machinery and equipment shall be regularly inspected whenever required by Party A. Any machinery or equipment failing to satisfy the above requirements shall be removed from the Site immediately upon Party A's request. The costs of such removal shall be borne by Party B. If Party B refuses to remove non-conforming Construction Equipment from the Site, Party A shall engage a Third Party to carry out the removal. The costs payable to such Third Party shall be borne by Party B or deducted from the payment due to Party B.

7.2. Inspection, Supervision by Party A, Testing and Trial Operation

a) Party A shall have the right to inspect and supervise all activities of Party B relating to the performance of the Contract, including but not limited to:

(i) The Employer/Party A and the Consultant shall have the right to access areas at the Site, places where Party B or Party B's suppliers manufacture Components, and places where natural raw materials are extracted, for inspection purposes.

(ii) During construction at the Site or at any location specified in the Contract, the Employer/Party A and the Consultant shall have the right to inspect, test, measure and sample Materials of all types and inspect the processing and manufacture of equipment and production of Materials.

b) Party B shall provide all necessary conditions for the Employer/Party A's and the Consultant's personnel to conduct inspection and supervision activities, including permitting access, and providing facilities, permits and safety equipment. Such activities shall not reduce or relieve any obligation or responsibility of Party B.

c) For any Works completed by Party B that will subsequently be covered, demolished or packaged for storage or transportation, Party B must notify Party A for inspection and acceptance before such Works are covered, demolished or packaged for storage or transportation. If Party B fails to provide such notice, such Works shall be deemed not to have been accepted, unless otherwise decided by Party A.

7.3. Acceptance of Completed Works and Handover of the Works

a) After part or all of the Works under the Contract has been completed and satisfies the requirements of the Contract, Party B shall notify Party A to conduct acceptance of the Works.

b) Party A shall only accept the Works under the Contract when such Works satisfy the quality requirements specified in Clause 7.1 above and other provisions of the Contract. If Party A does not agree to accept the Works, Party A shall notify Party B in writing, specifying the

reasons for non-acceptance and the Works that Party B must perform in order to obtain the Acceptance Record.

c) In the event of non-acceptance, the Parties shall prepare a Site record immediately at that time, clearly stating the items that fail to meet the requirements, the required remedial and repair measures, and the repair deadline.

d) Basis for Acceptance of the Works: The Contract Documents; approved design drawings and approved design amendments (if any); technical specifications approved by Party A; technical explanations; construction method statements approved by the Investor; applicable legal documents; current codes and standards applicable to the Works and the Project; test result certificates; and other relevant documents and records as required by Party A.

e) Personnel participating in acceptance and handover shall include:

(i) Representative of Party A.

(ii) Representative of Party B.

(iii) Consultant's Representative, if any.

(iv) Other Third Parties as required by Party A and/or applicable Law, if any.

f) The Acceptance Record must contain at least the following: the subject matter of the acceptance; personnel directly participating in the acceptance; time and place of acceptance; acceptance conclusion (meeting or failing to meet requirements); and signatures, full names and positions of the participating representatives of the accepting Parties.

g) The acceptance documentation shall be provided in the quantities and as originals/certified copies/copies specified in detail in the attached List of Documents for Advance Payment/Payment/Final Account Settlement, together with other relevant documents as required by Law and Party A.

7.4 Acceptance and Handover of the Works and Construction Items

a) Upon completion of the Works under the Contract, where the Works/Construction Items satisfy the statutory conditions for acceptance and the requirements of the Contract, and are accepted by the Investor and Party A for handover and putting into use, the Parties shall prepare and sign the acceptance and handover minutes for the completed Works/Construction Items in accordance with the Contract. If any outstanding items or defects are recorded by Party A in the acceptance and handover minutes, Party B shall be responsible for providing the necessary personnel, machinery and construction equipment to rectify and complete such outstanding items and defects at its own expense within a reasonable period as required by Party A.

b) Upon completion of the Works in compliance with the requirements of the Contract, Party B shall notify Party A to arrange for acceptance. Such notice must be given at least 03 days prior to the expected completion of installation and commencement of trial operation.

The Works performed by Party B shall only be accepted when:

(i) The equipment system operates stably and fully complies with the technical requirements.

(ii) The equipment system has been inspected for safety and licensed by the competent State authorities (as required by applicable State regulations).

(iii) Party A has received training, technology transfer and instructions on the operation and use of the equipment (if applicable).

c) Party A shall only proceed with the acceptance and handover of the completed Works after the Works have satisfied the acceptance conditions prescribed by the Contract and applicable laws and regulations.

d) If the Works do not satisfy the conditions for acceptance and handover, Party B shall rectify the defects to ensure completion of the Works within the period required by Party A.

e) If the Works do not satisfy the conditions for acceptance and handover, the Parties shall identify the reasons and specifically determine the Works that Party B must perform to complete the Works.

f) If, within 240 (*two hundred and forty*) days from the date on which the Parties sign the minutes of static installation acceptance and no-load trial operation, the incoming wastewater flow rate has not reached at least 20% of the design capacity for reasons not attributable to Party B, the Parties shall prepare minutes of acceptance of the completed stage (covering construction works, equipment installation and no-load trial operation). Such minutes shall serve as the basis for final settlement of this stage in accordance with Article 9.5 and for calculating the warranty period for this scope of work in accordance with Article 7.8 (the "**Acceptance Minutes for Construction and Installation Works**"). Party B shall continue conducting the operational trial run once the required wastewater flow rate conditions are met.

g) Inspection of the acceptance of construction works by competent State authorities during the construction process and upon completion of construction shall be carried out in accordance with the State regulations on quality management of construction works.

h) Upon the Works satisfying all conditions for overall acceptance, the Parties shall prepare and sign the minutes of acceptance and handover of the completed Works for putting into use (the "**Acceptance Minutes for Completion and Commissioning of the Works**").

i) Where the results of the Works performed by Party B are subject to approval/agreement/consent by competent State authorities as a condition for acceptance, the Acceptance Minutes for Completion and Commissioning of the Works shall only become valid and effective once such condition has been satisfied.

7.5. Party B's Responsibility for Defects

a) At its own expense, Party B shall complete all outstanding Works and remedy defects by the date specified in the Acceptance Record, within a reasonable period required by Party A. The period for Party B to remedy defects and outstanding Works shall not be construed as an extension of the construction schedule granted by Party A and shall not be construed as an agreement between the Parties to revise the Contract schedule. If the period for

remedying defects and outstanding Works results in Party B's delay in accordance with the Contract, Party B shall be subject to the penalties stipulated in the Contract.

b) In the event that defects cannot be remedied:

If Party B fails to remedy defects or damage by the notified date, Party A shall carry out the relevant Works itself or engage another Third Party to carry out the repairs, and Party B shall bear all related costs. Although Party B does not perform the repair Works, it shall remain responsible for continuing its warranty obligations for the Works under the Contract. The above costs shall be paid by Party B or deducted from the payments due to Party B at Party A's request. If the payments due to Party B are insufficient for such deduction, Party B shall pay the outstanding amount to Party A within the period required by Party A. In the event of late payment, Party B shall pay late-payment interest at the 12-month VND lending rate applicable to enterprises as announced/applied by Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of late payment, calculated based on the overdue amount and number of days overdue.

c) If defects or damage caused by Party B result in Party A being unable to use the Works or Party A losing all or a substantial part of the benefit from the Works or a substantial part thereof, Party A shall terminate the entire Contract, and Party B shall compensate Party A for all losses arising from such defects or damage.

d) If any defects or damage cannot be rectified immediately at the Construction Site and Party A/the Investor has given its consent, Party B may remove the defective or damaged equipment or components from the Construction Site for repair or replacement.

7.6. Additional Tests

a) If the remedy of defects or damage affects the operation of the Works, Party A may require any test specified in the Contract to be repeated, including tests upon completion and tests after completion. Such requirement shall be notified within thirty (30) days after the defects or damage have been remedied.

b) Such tests shall be conducted under the conditions applicable to the previous tests, and Party B shall bear all testing costs.

7.7. Claims

a) Even after the Two Parties have completed acceptance upon completion (and signed the **Acceptance and Handover Record for Completed Works and Commissioning for Use**), Party A shall still have the right to make claims against Party B regarding the quantity and quality of the Works and equipment within the following periods:

(i) Sixty (60) Working Days from the date of acceptance or the date of completion of remedying defects, whichever is later, if Party A discovers that the Works or equipment fail to meet quality requirements, specifications, or Vietnamese regulations and standards, or that any details, components or accessories of the Goods are missing; or

(ii) One hundred and twenty (120) Working Days from the date Party A discovers that the Works or equipment fail to meet the agreed quality standards or specifications due to

defects or latent defects that could not be detected at the time of acceptance.

b) Party A shall send a written claim to Party B within five (05) Working Days from the date Party A discovers the defects or deficiencies in the Works or equipment, and Party B shall respond to Party A's claim within the following five (05) Working Days.

(i) If Party B agrees with Party A's claim, Party B shall replace or repair the relevant items free of charge as required by Party A. The warranty period for the replaced or repaired Works or equipment shall be recalculated from the date the Two Parties conduct re-acceptance.

(ii) If Party B does not agree with Party A's claim, the determination of whether the Works or equipment fail to meet the required quality or specifications shall be verified by VINACONTROL or another independent inspection organization to determine the cause. The determination of such inspection organization shall be final and serve as the basis for determining the rights and obligations of the Parties. The costs of engaging VINACONTROL or another independent inspection organization in this case shall be borne by the Party determined to be at fault.

(iii) If the defects or damage are not attributable to Party B, Party B shall nevertheless remain responsible for carrying out warranty repairs (provided that the warranty period has not expired as of the date Party A submits its written claim). If the warranty period has expired as of the date Party A submits its written claim, Party B shall repair or replace the Works or equipment at Party A's expense. In such cases, Party B shall submit the details of the additional work quantities and associated costs to Party A for review and approval prior to implementation.

(iv) If the defects are attributable to Party B, Party B shall be responsible for repairing or replacing the Works or equipment free of charge as required by Party A. The warranty period for the replaced or repaired Goods shall recommence from the date on which the Parties re-conduct the acceptance inspection.

(vi) If any defects or damage cannot be rectified immediately at the Construction Site and Party A/the Investor has given its consent, Party B may remove the defective or damaged equipment or components from the Construction Site for repair or replacement.

7.8. Warranty and Maintenance of the Works

a) Party B shall be responsible for the warranty and maintenance of the Works (including warranty of Materials and warranty of construction Works) for a period of twelve (12) months from the date the Two Parties sign the Acceptance and Handover Record for Completed Works and Commissioning for Use. For Materials having a warranty period longer than twelve (12) months as specified by the manufacturer, the warranty period specified by the manufacturer shall apply, and Party B shall remain responsible for providing warranty for such Materials. Party B shall not be responsible for warranty of Materials supplied by Party A.

b) Party B shall not be responsible for providing warranty services in respect of (i) damage caused by improper operation or maintenance contrary to the procedures and instructions

provided by Party B; (ii) damage caused by a Force Majeure Event, lightning strikes, or power supply incidents beyond Party B's scope of supply; (iii) incoming wastewater exceeding the design parameters; (iv) normal wear and tear and consumables (including aeration diffuser membranes, lubricants, chemicals, microorganisms, floats, paper, ink, etc.); and (v) unauthorized repairs or modifications to the equipment carried out by Party A or any third party.

c) During the Warranty Period, Party B shall appoint personnel to be present at the site for inspection within 03 (three) days from the date of receipt of Party A's notice and shall remedy and repair any defects within a reasonable period mutually agreed by the Parties, taking into account the nature of the incident (for imported equipment and components, subject to the manufacturer's delivery lead time). However, Party B shall complete the repair and rectification of such defects no later than 10 (ten) days from the date of Party A's request. If Party B fails to appoint personnel to carry out the repairs in a timely manner within the aforesaid period, or has made reasonable efforts but is unable to remedy the defects, or urgent repairs or warranty work are required to put the Works into operation, or Party A is unable to contact Party B because Party B has changed its address or is absent, or the repairs are not of satisfactory quality, Party A shall be entitled to engage a Third Party to carry out the necessary repair work. Party B shall not be released from its warranty obligations in respect of the work performed by the Third Party and shall have no right to dispute the amount paid by Party A to such Third Party. The costs of remedying such defects shall be borne by Party B under the Warranty Commitment Letter. Party B shall pay such costs within 07 (seven) working days from the date of receipt of Party A's payment request. In the event of late payment, Party B shall pay late payment interest at the 12-month VND lending rate applicable to corporate customers announced by Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) at the time of late payment, calculated on the overdue amount for the actual number of days of delay.

b) Party B shall submit to Party A a Warranty Commitment Letter valid for 12 (twelve) months from the date on which both Parties sign the Minutes of Acceptance of Completion of the Works and Handover for Use.

c) For the avoidance of doubt, at least 15 (fifteen) days before the expiry of the Warranty Period, Party B shall contact Party A to carry out inspection, verification and acceptance of the warranty work performed by Party B. Where any warranty obligation arises, Party B shall carry out the necessary repairs in accordance with this Article until such repairs have been fully completed and Party A has issued written confirmation that Party B has fulfilled its warranty obligations.

d) If defects or damage caused by Party B's construction works result in Party A being substantially deprived of the entire benefit of the Works, or a substantial part of the Works being rendered unusable for its intended purpose, Party A shall be entitled to recover all amounts paid for the Works or the relevant part thereof, as applicable, together with financial costs, dismantling costs, site clearance costs and other related expenses.

ARTICLE 8. TIME AND SCHEDULE FOR PERFORMANCE OF THE WORKS

8.1. Commencement Date and Time for Performance of the Works

a) The commencement date for the performance of the Works shall be the date on which the Contract takes effect and the Site is handed over (the **"Commencement Date").**

b) Party B shall commence the performance of the Works immediately after the Commencement Date and shall carry out the Works in accordance with the time schedule specified in the Contract without delay.

c) The construction commencement date shall be the date on which Party A hands over part or all of the Site, in a condition suitable for construction, to Party B (as evidenced by a Site Handover Minutes), and Party B has received the advance payment (the **"Construction Commencement Date"**). Party B shall complete all Works specified in the Scope of Works, BOQ 1 – Summary of Contract Value, and BOQ 1.1, 1.2 and 1.3 – Detailed Value and Schedule Tables, within the following periods calculated from the Construction Commencement Date:

- Construction and treatment technology implementation period: w***ithin 180 (one hundred and eighty)*** days from the Construction Commencement Date.
- Environmental registration period: within **50 (fifty)** days from the date of completion of the construction and treatment technology works, provided that Party B has received all documents required from Party A for the preparation of the environmental registration application dossier in accordance with the requirements of the competent authorities. The environmental registration period shall exclude the time spent awaiting Party A's signature and approval of the dossier and the time taken by the competent state authorities to review and process the application.
- Trial operation and technology transfer period: within **120 (one hundred and twenty) days** from the date on which wastewater meeting the operating conditions is received (the wastewater flow rate must reach at least 20% of the design flow rate to satisfy the operating conditions).

d) The total period for completion of all the above Works shall include the time required to remedy defects and complete outstanding items as stipulated in Article 7.5 of the Contract.

e) The implementation schedule shall include Saturdays and Sundays but exclude public holidays and Lunar New Year and New Year holidays in accordance with Vietnamese law.

f) **The total period of 350 (three hundred and fifty) days** shall be the period within which Party B must complete all on-site Works under BOQ 1 – Summary of Contract Value and BOQ 1.1, 1.2 and 1.3 – Detailed Value Tables. This period shall exclude the time awaiting handover of the Works for operation and any period during which Party B is directly affected by a Force Majeure Event. If Party A postpones the handover of any part of the Site beyond the date specified in the detailed schedule approved by Party A, Party B's implementation schedule shall be extended by a corresponding period.

g) Based on the Contract performance period, Party B shall prepare and submit the following documents to Party A for approval within 7 (seven) Working Days: (i) a detailed construction schedule; (ii) construction method statements and manpower and construction equipment deployment charts; and (iii) the advance payment dossier. Each construction schedule shall specify the sequence of the Contractor's performance of the Works and the construction period for each item of work and each phase of the Works. If Party A has not received any one of the above documents from Party B within 7 (seven) Working Days from the date of signing of this Contract, the Construction Commencement Date shall be deemed to commence on the 9th (ninth) Working Day following the date of signing of the Contract.

h) Party B's working hours shall be understood to mean 24 hours per day and 7 days per week. Where overtime work is required at Party A's request, the Parties shall agree on such work in advance before it is carried out.

8.2. Extension of Time for Completion

a) Party B shall have the right to request an extension of the time for completion of the Works if any of the following circumstances occurs:

(i) There is a change in the scope or quantity of Works, Design Documents or Construction Methodology at Party A's request that affects the schedule for performance of the Works.

(ii) Party B is affected by a Force Majeure Event as specified in Clause 17.1 of the Contract.

(v) Other cases as provided for in the Contract.

b) In the foregoing circumstances, Party B shall provide legally admissible evidence demonstrating that the construction works could not be carried out due to Party A's aforementioned violations and that the period of construction delay was directly caused by such violations. In such cases, the period of suspension of construction shall be added to the completion period, and Party B shall not be subject to any penalties for the delay in construction resulting therefrom.

c) An extension of the time for completion of the Works shall only be made upon written agreement between the Two Parties. In such case, the Two Parties shall discuss and agree on a revised construction schedule for the remaining Works by way of an Appendix to the Contract. Party B shall be responsible for preparing a revised construction schedule for the remaining Works and submitting it to Party A for approval.

8.3. Schedule Control

Party A shall regularly monitor the progress of Party B's deployment of personnel, construction machinery and equipment. If there is a risk of delay in the implementation schedule, Party A shall remind, urge and warn Party B, and require Party B to investigate the causes and propose remedial measures. If the delay is attributable to Party B, Party B shall take measures to make up for the delay. Such measures shall be submitted to Party A for approval, and all risks and costs associated with the acceleration measures shall be borne entirely by Party B. Within 02 (two) working days from the date of Party A's request for

submission of the acceleration measures, if Party B fails to submit such measures or submits measures that are deemed inadequate by Party A, Party A shall formulate the acceleration measures and require Party B to implement them accordingly. Party A shall specify the commencement time for implementing the acceleration measures for each individual work item. If Party B fails to implement the acceleration measures within the prescribed time, Party A shall be entitled to engage a Third Party to carry out such measures. Party B shall accept and facilitate the Third Party's performance of the work, and shall appoint a representative to supervise and certify the quantities of work performed by the Third Party. The unit rates payable to the Third Party shall be agreed between Party A and the Third Party. All costs incurred in connection with the work performed by the Third Party shall be deducted from the amounts payable to Party B, and Party B shall have no right to raise any claim or objection in this regard

ARTICLE 9. CONTRACT VALUE AND PAYMENT

9.1 **Contract Type: Lump-sum Contract**. The payment amount shall be based on the actual scope of work completed by Party B and accepted by Party A. Payment and final settlement shall not be based on remeasurement or re-determination of the actual quantities of work performed for the purpose of adjusting the Contract Price, except in cases where adjustments are permitted under the provisions of the Contract and applicable laws.

9.2 Contract Value

a) The **provisional Contract Value**, inclusive of **8% value-added tax (VAT)**, is **VND 36,623,405,880.**

(In words: Thirty-six billion, six hundred twenty-three million, four hundred five thousand, eight hundred eighty Vietnamese dong).

The VAT rate shall comply with the provisions of the applicable laws and regulations of the State at the time of performance of the Works and issuance of the VAT invoice (in case the State changes the applicable VAT rate).

b) Details of the Contract Value are specified in the Value Schedules (BOQ 1 and BOQ 1.1, 1.2..3).

c) The above Contract Value includes all fees, charges and costs necessary for the performance and completion of all and each of the Works under the Contract, the Contractor's profit, and all obligations of the Contractor under the Contract (including obligations performed from Contingency, Wastage, if any). The Contract Value and Contract unit prices also include all costs of remedying risks falling under the Contractor's responsibility in accordance with the Law until the completed Works are fully handed over and put into operation. The Employer shall have no liability for any risks or damages suffered by the Contractor arising from the events specified in this Contract. This Contract Value also includes all costs related to the mobilization and coordination of machinery, equipment and personnel for performance of the Contract, and maintaining such resources during periods of suspension, waiting for work,

extension of the Contract period (if any), as well as all other costs arising during the performance of this Contract.

d) Unless otherwise expressly provided in the Contract, the Contractor shall bear all risks related to the costs of performing the Works under the Contract and shall be deemed to have obtained all necessary information and taken into account all circumstances that may affect the costs when determining the Contract Value.

e) Contract Unit Prices:

(i) The Contract unit prices include all costs of Materials, labor, construction machinery and equipment, general costs, profit, Construction Methodology costs; testing, inspection and assessment costs; costs of the Contractor's warehouses, temporary facilities, site offices and Site utilities; costs of mobilization and demobilization of machinery and equipment; costs of handling incidents and risks; other costs related to the performance of the Works by Party B; costs of temporary and auxiliary works; costs of using utilities and services at the Site (including electricity, water, internet, Site waste collection, connection costs and other utility/service costs); costs of implementing occupational safety, environmental sanitation, and fire and explosion prevention measures; penalties for violations, compensation for damages (if any); taxes, fees, insurance, etc. in accordance with State regulations, required for the Contractor to perform and complete the construction Works, complete the Works and provide warranty in accordance with the Design Documents approved by the Employer, including warranty and maintenance costs during the warranty period as stipulated in the Contract.

(ii) The unit prices for the Works under BOQ 1 – Summary of Contract Value and BOQ 1.1 – Detailed Schedule of Contract Value ("**Unit Prices**") shall remain fixed throughout the performance of the Contract. The Unit Prices shall not be adjusted due to any escalation in the prices of Materials or labor, exchange rate fluctuations, or changes in the State's tax policies. The Unit Prices include all costs related to the Contractor's fulfillment of all obligations under the Contract. Any Work item in BOQ 1.1 – Detailed Schedule of Contract Value for which a quantity is stated but no unit price is provided, or for which the unit price is zero, shall be deemed to have been included in the Contract Package Value and shall not give rise to any additional payment during construction. For identical Work items (excluding Work items measured by lot, lump sum, package or system) having different unit prices, the lowest unit price shall apply for payment purposes.

(iii) The Unit Prices shall apply to additional Works of a similar nature. Unit prices for other additional Works shall be agreed by the Parties based on the calculation method of the Unit Prices and applicable laws. If the Contract does not contain any applicable price for changed/additional Works, Party B shall submit the proposed price and methodology for performing such changed/additional Works. Party A shall review and assess the proposal and notify Party B in writing of its approval (if Party A approves).

f) The Contract Value shall be adjusted in the following cases:

(i) Party A changes the type, origin or quality of Materials from those specified in the Contract.

(ii) Other cases approved by Party A.

9.3 Advance Payment

a) Within 7 (seven) days from the date of signing of the Contract by the Parties, Party B shall submit to Party A an advance payment request dossier. Party A shall make an advance payment to Party B in the amount of VND **8,477,640,250** (*In words: Eight billion, four hundred seventy-seven million, six hundred forty thousand, two hundred fifty Vietnamese dong*), equivalent to 25% of the pre-tax Contract Price, within 20 Working Days after receipt of Party B's valid advance payment dossier, as detailed in the attached List of Documents Required for Advance Payment/Payment/Final Settlement.

b) Party A shall commence recovery of the advance payment from the first payment and shall ensure that the entire advance payment is recovered when the cumulative value of completed work reaches 80% (eighty percent) of the Contract Price. The amount of advance payment to be recovered from each payment shall equal 30% (thirty percent) of the pre-tax value of the Works completed by Party B in that payment period. Any remaining unrecovered advance payment (if any) shall be fully recovered in the payment that brings the cumulative value of completed work to 80% of the Contract Price.

c) Party B shall use the advance payment solely for the performance of this Contract.

c) If the advance payment has not been fully recovered by Party A: (i) before the Parties sign the Minutes of Acceptance of Completion of the Works and Handover for Use; or (ii) before termination of the Contract; or (iii) before the occurrence of a Force Majeure Event, the entire unrecovered advance payment shall become an immediately due and payable debt owed by Party B to Party A. Party B shall repay the unrecovered amount to Party A within 07 (seven) Working Days from the date Party A issues a written payment request. In the event of late payment, Party B shall pay late payment interest at the 12-month VND lending rate applicable to corporate customers announced by Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) at the time of late payment, calculated on the overdue amount for the actual number of days of delay.

9.4 Payment

a) Payment for Equipment and Materials after delivery to the Site:

(i) Within 20 *(twenty)* days from the date the goods arrive at the Site, are inspected and accepted, with advance payment recovery deducted at the applicable rate, and after Party A receives Party B's payment dossier (as evidenced by the dossier handover record), Party A shall pay Party B up to 75% of the value of the Equipment and Materials (including VAT) (including installation costs) at the unit prices specified in the "Total Unit Price" column of BOQ 1.2, 1.3 – Detailed Schedule of Contract Value, after deducting advance payments, previous payments, penalties, compensation for damages (if any), and other financial obligations payable by Party B to Party A under this Contract.

The Equipment and Materials eligible for payment upon delivery to the Site are specified in the column "Equipment and Materials Payable upon Delivery to the Site" of BOQ 1.1, 1.2, 1.3 – Detailed Schedule of Contract Value. The maximum number of payments shall be three (3).

(ii) Within 10 *(ten)* Working Days from the date the Equipment and Materials are delivered to the Site and accepted by Party A, Party B shall prepare and submit the payment dossier to Party A for approval and payment.

b) Payment after completion of installation and acceptance:

(i) Within 10 *(ten)* Working Days from the date the Parties sign the Record confirming the quantity of Works completed by Party B, Party B shall submit a complete payment dossier to Party A in accordance with the List of Documents for Advance Payment/Payment/Final Account. Within 10 (ten) Working Days from the date Party A receives the complete and valid payment request dossier from Party B in accordance with the List of Documents for Advance Payment/Payment/Final Account (except for the VAT invoice, which shall be provided by Party B after Party A approves the payment value), Party A shall inspect, respond to, or approve Party B's payment dossier. If Party A determines that Party B's payment dossier contains errors or omissions requiring supplementation or adjustment, Party A shall notify Party B in writing of all such requirements for adjustment or supplementation. Party B shall clarify, supplement and provide explanations regarding the payment dossier in accordance with Party A's requirements, if any. The period during which Party B clarifies, explains and supplements documents shall not be counted toward the period for Party A to inspect and confirm payment to Party B. Party A shall have the right to temporarily withhold the value of any portion of the Works for which Party A considers that Party B has not provided complete and appropriate documents and supporting records as required or as previously agreed by the Parties (directly related only to such portion of the Works). Payment dossiers that have not been approved shall be retained by Party A and further processed upon Party A's receipt of sufficient documents and explanations from Party B.

(ii) Within 10 (ten) Working Days after the Parties confirm the quantities of the Works completed by Party B for each payment period, provided that the value of the completed Works for each period is at least VND **2,000,000,000** (In words: Two billion Vietnamese dong), or after the Parties confirm the quantities of work performed during a period of 01 (one) month, whichever occurs first, the Parties shall proceed to certify the quantities of the Works performed during such period and accepted by the Investor, Party A and the Consultant as the basis for payment. The total number of payments shall not exceed 6 (six).

(iii) Party A shall pay Party B up to 85% of the value of the completed Works within 20 days after Party B has completed the installation and such installation has been accepted, provided that Party B has prepared and submitted the payment dossier and Party A has

received the complete and valid payment dossier from Party B (as evidenced by the dossier handover minutes), and after deducting any advance payments, previous payments, penalties, damages (if any), and other financial obligations payable by Party B to Party A in accordance with this Contract..

(iv) When the accepted value of completed Works reaches 85% of the Contract Value, Party A shall suspend further payments to Party B. Party B shall prepare and submit the Final Account dossier to Party A for approval and payment of the Final Account Value.

c) ***Payment dossier shall include***: Value documentation and quality documentation, with the quantities of originals/copies/photocopies specified in detail in the attached List of Documents for Advance Payment/Payment/Final Account.

9.5 Final Account

a) **Cases in which final settlement shall be carried out:**

(i) Where the system meets the conditions for trial operation:

+ Conditions for the system to be eligible for operation: Upon completion of the static installation of the Works, Party B shall hand over the assets to Party A for management. Within 240 (two hundred and forty) days from the date of acceptance of the static installation of the equipment, Party A shall provide a wastewater supply at a flow rate of at least 20% of the design capacity.

(ii) + Conditions for final settlement: Party B shall conduct the trial operation in accordance with the scope of work under the Contract. If the trial operation results meet the operational parameters and satisfy the requirements of the Contract and Party A, Party B shall notify Party A to proceed with the acceptance of the Works and handover of the Works for operation. Party A shall pay Party B 100% of the final settlement value of the completed Works within 45 Working Days from the date on which the Parties complete the final settlement of the completed Works eligible for acceptance, provided that Party B has submitted to Party A a valid final settlement dossier and the Warranty Commitment Letter.

+ Where the system does not meet the conditions for trial operation as specified in Section (i) above: Upon completion of the static installation of the Works, Party B shall hand over the assets to Party A for management. If, within 240 (two hundred and forty) days from the date of acceptance of the static installation of the equipment, Party A has not provided a wastewater supply at a flow rate of at least 20% of the design capacity, the system shall be deemed not to meet the conditions for trial operation.

+ Conditions for final settlement: Party B shall prepare a final settlement dossier for the completed stage, excluding the costs of work not yet completed, namely the operating costs during Phase 1 of the trial operation. At the same time, the Contractor shall submit a Warranty Commitment Letter. During the Warranty Period, if the Investor provides a sufficient wastewater supply at a flow rate of at least 20% of the design capacity as stated above, the Contractor shall proceed with the remaining trial operation, training and technology transfer. If, upon expiry of the Warranty Period, the wastewater treatment plant still does not meet the conditions for trial operation, the Parties shall agree to enter into a new contract for the trial operation before proceeding with the liquidation of the Contract. The Investor shall pay the Contractor up to 100% of the final settlement value for the

completed stage of the Works within 45 Working Days from the date on which the Parties complete the final settlement of the completed Works eligible for acceptance, provided that the Contractor has submitted to the Investor a valid stage final settlement dossier and the Warranty Commitment Letter.

b) **Final Settlement:**

Within 30 *(thirty)* Working Days from the date the Acceptance and Handover Record for Completed Works and Commissioning for Use is confirmed by the Parties in accordance with the Contract, or upon completion of a stage-based final account, Party B shall submit to Party A the required number of original and copy sets of the Contract Final Account dossier, together with documents prepared in accordance with the form approved by Party A, including the following:

a) Value documentation and quality documentation, with the quantities of originals/copies/photocopies specified in detail in the attached List of Documents for Advance Payment/Payment/Final Account.

b) Party A shall inspect Party B's Final Account dossier within 30 *(thirty)* Working Days from the date of receipt of the complete Final Account dossier as stated above. Party A shall have the right to request Party B to revise the Final Account dossier only once (if any). After Party A requests revisions, if Party B fails to revise the dossier, or revises it but the revised dossier does not satisfy Party A's requirements, Party A shall have the right to refuse payment until Party B completes the Final Account dossier. Within 45 Working Days after Party A approves Party B's Final Account dossier (as evidenced by the dossier handover record), Party A shall pay Party B 100% *(one hundred percent)* of the Final Account Value, after deducting the following amounts: advance payments, previous payments, compensation for damages, penalties for violations of the Contract, and other amounts payable or refundable by Party B under this Contract (if any).

c) The quantity and forms of the Final Account dossier shall comply with applicable regulations and shall be provided by Party A.

d) If Party B's submission of the Final Account dossier is delayed for more than 45 *(forty-five)* days from the effective date of the Acceptance and Handover Record for Completed Works and Commissioning for Use without justification, Party A shall unilaterally prepare the final account, and Party B shall accept Party A's final account figures. Party B shall also bear the cost of preparing the Final Account dossier equal to 15% of the Final Account Value. The period for completion of the Contract final account shall not exceed 90 *(ninety)* days from the date of signing the Acceptance and Handover Record for Completed Works and Commissioning for Use.

9.6 Payment of Retained Amounts

a) Party A shall pay all retained amounts to Party B (if any) when there are sufficient grounds for determining the value of each payment and Party B has fulfilled its warranty obligations for the Works in accordance with Article 7.8 [Warranty and Maintenance of the Works].

b) Party A shall pay all retained amounts to Party B (if any) within 15 (fifteen) days from the date Party A receives Party B's valid payment request dossier (as evidenced by the dossier handover record).

c) The payment dossier shall include: written payment request; Record confirming completion of warranty obligations, certified by Party A's personnel; and Deduction Value Statement (if any).

ARTICLE 10. RIGHTS AND OBLIGATIONS OF PARTY A

In addition to the other rights and obligations of Party A provided for in this Contract and by Law, Party A shall have the following rights and obligations:

10.1. Rights of Party A

In addition to the other rights provided for in the Contract, Party A shall have the following rights:

a) To inspect the quality of Party B's performance of the Works during the performance of the Contract.

b) To refuse to accept construction products that fail to meet the quality requirements under the Contract.

c) To suspend construction and require remedial measures where Party B performs construction in violation of regulations on construction quality, occupational safety, environmental protection, and fire and explosion prevention.

d) To refuse payment for the value of Work quantities that fail to meet quality requirements or for unreasonable additional Work quantities that have not been approved by Party A prior to performance.

e) To suspend performance of or terminate the Contract in accordance with the provisions of the Contract.

f) To impose contractual penalties on Party B in accordance with the provisions of the Contract.

g) To deduct any amount owed or to become owed by Party B from the payment amount and/or the Performance Bond and/or the Warranty Guarantee of Party B.

h) To unilaterally reduce Party B's Work quantities to ensure the progress and quality of the Works if Party A determines that Party B shows signs of delay or failure to ensure the quality of the Works and Party A has issued a written warning to Party B. In such case, Party A shall have the right to transfer the reduced Work quantities and corresponding value to another party for performance. The Contract Value shall be recalculated and the corresponding payment amount shall be deducted upon final account settlement by the Parties.

i) To require Party B to replace any officer or employee if such officer or employee is considered to be poorly managed, incompetent, negligent, or in violation of the Law. In such case, Party B shall appoint a replacement to ensure the Project schedule within 02 days from the date Party A issues a written request.

j) To require Party B to replace any Construction Equipment showing signs of being unsafe or considered unsuitable for the requirements of the Project.

k) During the performance of the Contract, Party A shall have the right to request Party B in writing to make any change, addition or omission to any part of the Works. In such case, Party B shall submit to Party A a list of the Works to be performed, the implementation schedule, and any changes to the Contract Value.

l) To require Party B to repair and remedy errors, defects and violations during the construction and warranty periods of the Works. If Party B fails to complete such repair or remedy, Party A shall have the right to engage a Third Party to carry out such repair or remedy without notifying Party B. Party A shall have the right to recover the amount paid to the Third Party by independently selecting any of the following recovery methods: (i) deducting such amount from the next payment to Party B; (ii) requesting the bank issuing the Performance Bond and/or Warranty Guarantee (if any) to pay such amount to Party A; (iii) sending a written request to Party B to pay such amount within 07 days from the date Party A sends the notice to Party B; or (iv) immediately withholding any assets of Party B (machinery, equipment, Materials, construction materials, other assets, etc.) at the Site having a value equivalent to the amount Party A needs to recover from Party B until Party A receives the full amount to be recovered.

m) At the same time, Party B shall indemnify and release Party A from all obligations and liabilities for any damage to or depreciation in value of the assets so withheld due to climate, weather, passage of time or other physical impacts that are not caused intentionally by Party A. In all circumstances, if Party A has not fully recovered such amount, Party B shall pay Party A interest on the amount to be recovered, calculated from the date Party A pays such amount to the Third Party until the date Party A receives the full amount to be recovered, at the 12-month VND corporate lending interest rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam.

n) To inspect Party B's warehouses and storage areas serving the construction of the Works at any time without prior notice to Party B, in order to determine whether the Materials used by Party B for construction are correct and sufficient in accordance with the approved Design Documents or as otherwise agreed by the Parties.

o) To approve or reject the Site Manager appointed by Party B to perform this Contract. Party A shall have the right to require Party B to replace the Site Manager where Party A considers that the Site Manager's conduct has resulted in a breach of this Contract and/or that the Site Manager lacks the necessary competence, fails to perform the assigned duties in accordance with the assigned responsibilities/personnel organization chart, or violates the Law.

p) To require Party B to respond to and resolve complaints relating to the performance of the Works that may result in violations, delays to the schedule, or failure to satisfy the requirements applicable to any part of the Works performed by Party B.

q) Unless otherwise agreed by Party A, after 03 (three) days from the date Party B completes the Works or after 10 (ten) days from the date Party B is required to complete all Works under the Contract, if Party B has still failed to proactively request Party A to coordinate the handover of the Works to Party A, Party A shall nevertheless have the right to use all results

of the Works performed/completed by Party B at the Site without any compensation to Party B.

r) Other rights in accordance with the Law.

10.2. Obligations of Party A

In addition to the other obligations provided for in the Contract, Party A shall have the following obligations:

a) To hand over the construction Site to Party B for management and use in accordance with the schedule and agreements under the Contract.

b) To appoint and notify Party B in writing of the key personnel participating in the management and performance of the Contract.

c) To timely provide Party B with the Design Documents and other relevant documents necessary for Party B to perform the Works in accordance with the Contract.

d) To organize supervision of the construction of the Works/Work items.

e) To inspect Party B's measures for occupational safety, environmental protection, and fire and explosion prevention.

f) To conduct acceptance, payment and final account settlement of the Contract within the time limits specified in the Contract.

g) To promptly review and approve in writing proposals related to the design and construction submitted by Party B during the construction of the Works/Work items.

h) To arrange personnel to receive and take over the assets upon Party B's completion of construction and installation Works at the Site.

i) To arrange personnel to receive operational guidance and handover training from Party B.

j) To provide the relevant legal documents for Party B to carry out procedures for obtaining environmental registration.

k) Other obligations in accordance with the Law.

10.3. Powers of Party A's Project Management Unit

a) To directly supervise, organize supervision, inspect and confirm the Works, and sign acceptance records within its authority; receive information from Party B; and coordinate with Party B in handling issues and difficulties arising during the performance of the Contract.

b) To directly direct, guide, urge and coordinate the activities of Party B and other Contractors at the Site.

c) To refuse to accept or confirm, or propose non-payment for, any part of the Works and/or documents that fail to satisfy the requirements under the Contract.

d) To require suspension of construction of the Works when it discovers that Party B is performing construction contrary to the Design Documents, procedures, technical regulations or approved Construction Methodology, or that construction fails to ensure quality, may cause occupational safety risks, or involves the use of materials, Materials or equipment that do not comply with the requirements of the Contract.

e) Other powers approved or authorized by Party A to ensure that Party B fulfills its obligations and responsibilities in accordance with the Contract and the Law.

ARTICLE 11. RIGHTS AND OBLIGATIONS OF PARTY B

11.1. Rights of Party B

In addition to the other rights provided for in the Contract, Party B shall have the following rights:

a) To propose to Party A additional Work quantities outside the scope of the Contract; to refuse to perform Works outside the scope of the Contract that have not been agreed upon by the Parties, as well as any unlawful requirements of Party A.

b) To change the Construction Methodology after obtaining Party A's approval in order to accelerate the schedule and ensure the quality, safety and efficiency of the Works/Work items, provided that such changes do not alter the signed Contract Value.

c) To receive handover of the construction Site for the Works/Work items within the scope of the approved Design Documents for the performance of the Contract.

d) To request Party A to make payments in accordance with the provisions of the Contract.

e) Other rights in accordance with applicable Law.

11.2. Obligations of Party B

In addition to the other obligations provided for in the Contract, Party B shall have the following obligations:

a) The Contractor undertakes that it has full capacity, satisfies all conditions and has the appropriate business lines as required by Law, and has obtained all necessary internal approvals/authorizations in accordance with the Contractor's internal regulations for entering into and performing the Contract.

b) To provide sufficient personnel, Materials, machinery, Construction Equipment and other relevant physical conditions in terms of quantity and type necessary to perform the Works in accordance with the signed Contract. Party B shall be fully responsible for all of its Construction Equipment during the performance of the Works. Once brought to the Site, Party B's Construction Equipment shall be used exclusively for construction purposes. Party B shall not remove any major item of Construction Equipment from the Site without Party A's consent.

c) Party B shall be deemed to have inspected and examined the Site and the areas surrounding the Site and to have properly and fully taken into account the Site conditions in determining the Contract Value, including the following:

(i) The topography, construction Site and other Site conditions.

(ii) The extent and nature of the Works and the Materials and Construction Equipment required for construction and remedying defects.

(iii) Legal regulations on labor and insurance.

(iv) Party B's requirements regarding access roads, accommodation, transportation, personnel, traffic conditions, water and other services necessary to ensure Party B's performance of the Contract.

d) To receive and manage the construction Site and preserve the centerlines, elevations and boundaries of the Works.

e) To fully construct the Works/Work items in accordance with the construction Design Documents approved by Party A and in compliance with the Technical Specifications, Project standards, regulations and construction standards, ensuring quality, schedule, safety, environmental protection and fire and explosion prevention.

f) To manage its workers at the Site and ensure safety and security and public order, without causing adverse impacts on surrounding residential areas.

g) To prepare the Construction Methodology, as-built documents, and participate in acceptance of the Works/Work items.

h) To prepare and notify Party A and relevant parties of Party B's quality management system, objectives and quality assurance policy for the Works/Work items. Party B's quality management system for the Works shall be appropriate to the scale of the Works/Work items and shall clearly specify the organizational structure and responsibilities of each department and individual for quality management of the Works/Work items undertaken by Party B.

i) To ensure that Materials and equipment supplied by Party B have origins and sources in accordance with the requirements of the Contract Documents. If, at the time of placing an order, any material specified in the signed Contract has been discontinued or its model/design has been changed, the Contractor shall submit a proposal for adjustment together with complete supporting documents for Party A's consideration and approval. Any proposed replacement material shall have an equivalent or higher quality grade than the material specified in the signed Contract and must be approved by Party A. Party A shall have the right to inspect and approve the value of the material where the adjustment/change differs from the signed Contract.

j) To be responsible for the construction quality of the Works/Work items undertaken by Party B.

k) To handle and remedy any errors or quality defects arising during construction of the Works/Work items (if any).

l) During construction, not to damage existing structures as a result of moving machinery across the Site. If Party B causes any damage, Party B shall repair/remedy such damage and bear all resulting costs.

m) To coordinate with other Party B contractors performing construction at the Site.

n) To maintain the construction log for the Works/Work items in accordance with applicable regulations.

o) Party B shall keep confidential all information relating to the Contract and/or any information or documents received by Party B from Party A during the performance of the Contract

(hereinafter referred to as "Confidential Information"). Any disclosure by Party B of Confidential Information in Party B's documents, website or mass media and/or through any other means or method shall require Party A's prior written consent or shall only be made as required by Law.

p) To comply with the quality management procedures for the Works and safety procedures during construction issued by Party A.

q) To clean up the Site and hand over the Works/Work items in accordance with the Contract after completion of construction.

r) To train, instruct and disseminate occupational safety regulations to its workers; provide workers with all required personal protective and occupational safety equipment; and assume full responsibility for occupational safety with respect to its personnel, experts and guests. Party B shall immediately report to Party A and take necessary measures in accordance with applicable regulations upon occurrence of any safety incident.

s) Party B shall bear all costs and fees for travel by Party B's officers and employees and for transportation of equipment, machinery, goods, Materials and construction materials serving the construction of the Project and the Site for Party B's Works.

t) To purchase insurance for machinery and Construction Equipment, personal accident insurance and Third Party insurance in accordance with the Contract and applicable Law. To bear all risks relating to Materials until Party A takes over the Works.

u) Not to transfer or assign any part or all of its rights and obligations under the Contract to any Third Party, except with Party A's prior written consent.

v) Restoration and clearance of the Site:

(i) After receiving the Acceptance and Handover Record for Completed Works and Commissioning for Use or upon termination of the Contract under Article 16, Party B shall remove from the Site all Construction Equipment, surplus Materials, waste and remaining temporary works at the Site.

(ii) If Party B fails to perform the works specified in item (i) of this Clause within 7 (seven) Days from the date Party A issues the Acceptance and Handover Record for Completed Works and Commissioning for Use or from the date of Contract termination, Party A may sell or dispose of such items. Party A shall be entitled to recover the costs incurred in selling, disposing of or storing such items at the Site. Any proceeds from the sale of such items, after deduction of the costs paid by Party A, shall be returned by Party A to Party B. If the proceeds are less than the costs paid by Party A, Party B shall pay the difference to Party A within the period specified by Party A. If Party B fails to pay such costs, Party A shall directly deduct them from the warranty amount in accordance with this Contract.

w) Party B shall perform the Works in strict accordance with the schedule agreed under this Contract. Party B shall not unilaterally terminate the Contract in contravention of the provisions of this Contract and applicable laws. Any breach of the foregoing obligations shall

constitute a breach of the Contract, and Party B shall be subject to the remedies and sanctions stipulated in this Contract.

x) To ensure lawful ownership of Materials, equipment, machinery and vehicles during the performance of the Contract. The machinery and equipment shall not be subject to any pledge, mortgage or other security interest, nor be subject to any dispute affecting Party B's right to perform construction under this Contract. To ensure that the machinery and equipment are suitable and qualified for construction and to bear all risks relating to such Materials, equipment, machinery and vehicles.

y) Other obligations in accordance with applicable Law.

11.3. Party B's Personnel

a) Party B's personnel shall have the professional qualifications, skills and experience appropriate to the requirements of the Works under the Contract. Party A shall have the right to require Party B to dismiss any personnel at the Site, including Party B's Representative, if such person: has an improper or careless attitude; lacks competence; fails to comply with any provision of the Contract; engages in conduct that endangers the safety or health of other persons at the Site; or fails to protect the environment. In such case, Party B shall appoint (or be required to appoint) another suitable person as a replacement.

b) The number of management personnel, technical personnel and construction workers at the Site shall be registered with Party A. Such personnel shall be fully informed of Party A's regulations and internal rules applicable when working and performing construction at the Site and shall be provided with all occupational safety and personal protective equipment as required by Law. Party B's brand name/logo shall be printed or affixed at clearly identifiable positions on the personal protective equipment.

c) Party B's personnel shall not be accommodated or reside at the Site. Party B shall at all times ensure order and safety for persons and property at the Site.

11.4. Reports on Party B's Personnel and Equipment

Party B shall submit to Party A detailed information on the minimum number of personnel and major equipment to be deployed by Party B at the Site in accordance with the construction schedule.

11.5. Cooperation

a) Party B shall be responsible for cooperating in the performance of the Works with Party A's personnel and other Party B contractors engaged by Party A.

b) Services for such other Party B contractors may include the use of Party B's equipment, temporary works, or provision of access roads to the Site and shall be Party B's responsibility. If such services give rise to costs outside the Contract Value, the Parties shall consider and agree on the additional costs.

c) Party B shall be responsible for its construction activities at the Site and shall coordinate its activities with those of other Party B contractors to the extent (if any) expressly specified in Party A's bidding documents (or request for proposals).

11.6. Setting Out of Reference Points

a) At its own cost, Party B shall set out the Works based on the reference points and elevations specified in the Contract. Party B shall be responsible for correctly setting out all components of the Works and shall rectify any errors in the location, elevation, dimensions or alignment of the Works.

b) Party A shall be responsible for any errors in the provision of information relating to the above items or the reference data (reference points, alignments and benchmark elevations), but Party B shall verify their accuracy before using them.

11.7. Site Conditions

The Contractor shall be deemed to have inspected and examined the Site and the areas surrounding the Site and to have properly and fully taken into account the Site conditions in determining the Contract Value, including:

a) The topography, construction Site and other Site conditions.

b) The extent and nature of the Works and the Materials and Construction Equipment required for construction and remedying defects.

c) Legal regulations on labor.

d) The Contractor's requirements regarding access roads, accommodation, transportation, personnel, traffic conditions, water and other services.

11.8. Access Roads and Means of Transportation

a) Party B shall bear all costs and fees for any rights of way, whether dedicated or temporary, required by Party B, including access to the Site. Party B shall also provide, at its own risk and cost, any other means of transportation outside the Site required for the Works.

b) Party B shall use its best efforts to avoid damage to roads or bridges arising from Party B's use of or travel on them. Such efforts shall include the proper use of appropriate vehicles and routes.

c) Unless otherwise provided, under these conditions and terms:

(i) Party B shall not use or occupy the entire carriageway or sidewalk, whether public or under the control of Party A or any other person.

(ii) As between the Parties, Party B shall be responsible for repairs if Party B causes damage while using such roads or routes.

(iii) Party B shall provide the necessary signs and directional signs along the routes and shall obtain permits if required by the relevant authorities for the use of such routes, signs or directional signs.

(iv) Party A shall not be responsible for any claims that may arise from the use of or other matters relating to such routes.

(v) Party A does not warrant the suitability or availability of any particular routes.

(vi) Any costs arising from the unsuitability or unavailability of routes for Party B's intended use shall be borne by Party B.

11.9. Transportation of Materials and Equipment

Unless otherwise provided:

a) Party B shall notify Party A no later than 03 (three) days before the date on which any Materials or equipment are transported to the Site, including packaging, loading, transportation, receipt, unloading, storage and protection of such Materials and equipment.

b) Party B shall indemnify and hold Party A harmless against any damage, loss or costs (including fees and legal costs) arising from the transportation of Party B's Materials and equipment.

11.10. Party B's Equipment

a) Party B shall use its equipment in accordance with the Construction Methodology approved by Party A.

b) Party B shall be responsible for all of its equipment. Once brought to the Works, Party B's equipment shall be used exclusively for construction of the Works. Party B shall not remove any major item of equipment from the Site without Party A's consent. However, Party A's consent shall not be required for vehicles transporting Materials, equipment or Party B's personnel out of the Site.

11.11. Party B's Activities at the Site

a) Party B shall limit its activities to the Site and any additional areas obtained by Party B and approved by Party A as working areas. Party B shall exercise due care to ensure that its equipment and personnel operate only within the Site and additional areas and do not encroach upon adjacent areas. During construction of the Works/Work items, Party B shall keep the Site free from unnecessary obstructions and shall properly store or arrange its surplus equipment and Materials. Party B shall remove waste and dismantle temporary works from the Site when they are no longer required.

b) To maintain security and public order within the Site; register temporary residence and temporary absence in accordance with Law; obtain all permits required for construction; implement measures to support and protect adjacent structures during construction; provide lighting systems to ensure safety; erect perimeter fencing and implement dust-control covering measures as required; and provide security personnel for the Works until completion and handover. Party B shall provide the temporary facilities necessary for performance of the Works, including roads, pedestrian routes and guard stations. Party B shall be responsible for compensating for any loss or damage to adjacent or neighboring structures and houses if such loss or damage is caused by construction activities.

c) During construction and the warranty period, Party B shall not damage surrounding facilities, including but not limited to adjacent structures, clean water supply systems, drainage systems, lighting systems, electrical systems, communication lines, roads, residential houses, etc. If Party B causes personal injury or property damage to Party A or any Third Party, Party B shall be responsible for repair and compensation and shall proactively resolve any resulting difficulties or disputes. If Party B fails to resolve the matter, or if Party A considers that the

matter affects Party A's interests or reputation, Party A shall have the right to engage a qualified Third Party inspection/assessment organization to assess the damage as a basis for resolving the matter, and Party A shall advance the costs of such resolution. All compensation costs, costs of engaging a Third Party for inspection and assessment, and other related costs shall be borne by Party B and deducted from Party A's next payment to Party B. Party B unconditionally accepts and agrees to Party A's handling of the matter as described above and undertakes not to make any complaint, inquiry or legal claim. If the amount payable by Party B to Party A exceeds the remaining amount payable by Party A to Party B, Party B shall immediately reimburse Party A from other funds of Party B within 10 days from the date Party B receives Party A's notice.

d) Where Party B's construction Work is related to Work items performed by other entities, Party B shall coordinate with such entities to resolve relevant matters and ensure the progress and quality of the Works.

e) To restore the Site and remove Materials, machinery, equipment, surplus materials, waste, temporary works and its other property from the Site within 07 (seven) days from the date the Works are accepted and handed over or the Contract is terminated in accordance with the Contract. Party B shall leave the Site in a clean and safe condition. However, during the defect notification period, Party B may leave at the Site the Materials and equipment necessary for Party B to fulfill its obligations under the Contract.

f) If, after the above deadline, any of these items have not been removed from the Site, Party A may sell or dispose of such items. Party B shall pay Party A all costs incurred in selling, disposing of or storing such items at the Site. After offsetting the proceeds from the sale of such items against the relevant costs, any remaining amount shall be paid to Party B. If the proceeds are less than the costs paid by Party A, Party B shall pay the additional costs to Party A.

ARTICLE 12. PARTY B'S PERSONNEL

12.1. Party B may enter into subcontracts but shall submit the proposed subcontractor to Party A for review and approval before engaging such subcontractor. [A1] [GHL2] The information and documents relating to the Subcontractor shall be subject to the approval of Party A, the Project Management Unit, the Construction Supervision Consultant or other entity authorized by Party A. For labor subcontractors specifically, Party B is not required to obtain Party A's prior approval but shall only notify Party A of the information and documents relating to such Subcontractor in accordance with Clause 12.4 of this Article.

12.2. Entering into a subcontract shall not relieve Party B of its responsibilities and obligations under the Contract. Party B shall be responsible for any violations by its Subcontractors as if such violations had been committed directly by Party B.

12.3. Where additional or replacement Subcontractors are required to better ensure the quality, price and schedule of the Works under the Contract, Party B shall notify Party A and obtain Party A's approval.

12.4. Party B shall notify Party A of the schedule and list of all Subcontractors working at the Site,

together with the list of representatives of the Subcontractors working at the Site (including labor subcontractors).

12.5. Party B shall ensure that its Subcontractors comply with the obligations that Party B has undertaken to Party A under this Contract.

12.6. Subcontractors Nominated by Party A

a) Subcontractors nominated by Party A to perform certain specialized portions of the Works requiring high technical expertise or where Party B fails to meet the required Contract performance schedule.

b) Party B shall have the right to reject a nominated Subcontractor if the Works being performed by Party B continue to comply with the agreements under the Contract or if Party B has sufficient grounds and supporting evidence to demonstrate that the nominated Subcontractor fails to satisfy the Contract requirements, provided that Party B notifies Party A of such rejection in writing.

c) If Party B does not reject the nominated Subcontractor, Party A may make direct payments to the nominated Subcontractor based on Party B's payment proposal or pursuant to a written agreement among the Parties.

ARTICLE 13. RESPONSIBILITIES OF THE CONSULTANT

13.1. The Consultant shall perform the tasks assigned by Party A under the consultancy contract entered into between Party A and the Consultant and in accordance with Law, specifically:

a) To manage and/or supervise the quality and progress of the Works.

b) The Consultant shall have no authority to amend the Contract.

c) To certify quality and quantity documents for the Contractor:

(i) The time for the Consultant to inspect and certify the quality and quantity documents submitted by the Contractor for payment procedures shall be 3 (three) Working Days from receipt of a complete set of documents.

(ii) The time for the Consultant to inspect and certify the quality and quantity documents submitted by the Contractor for final settlement procedures shall be 07 (seven) Working Days from receipt of a complete set of documents.

(iii) The Consultant shall be entitled to amend the quality and quantity documents only once, if any, for each inspection.

d) Unless otherwise provided in the Contract:

(i) The Consultant shall have no authority to reduce or waive any task, obligation or responsibility of either Party under the Contract.

(ii) Any approval, inspection, certification, consent, review, supervision, notice, request, testing, or similar action by the Consultant (including any failure to object) shall not release the Contractor from any responsibility under the Contract, including responsibility for errors, omissions, inconsistencies and non-compliance.

13.2. If Party A does not engage a Consultant at the Site and/or for the Project, Party A may directly perform the Consultant's tasks. In such case, the procedural documents requiring the Consultant's certification shall be performed by Party A.

13.3. In the event Party A changes the Consultant, Party A shall notify Party B at least 05 days before the expected date of such change.

ARTICLE 14. OCCUPATIONAL SAFETY, ENVIRONMENTAL PROTECTION, FIRE AND EXPLOSION PREVENTION, ELECTRICITY, WATER, OTHER UTILITIES AND SITE SECURITY

14.1. Occupational Safety

a) Party B shall establish safety measures for the equipment, property and persons of Party B, Party A and Third Parties. Safety measures and occupational safety rules shall be publicly displayed at the Site for all persons to know and comply with. Dangerous locations at the Site shall be provided with personnel to give guidance and warnings against accidents.

b) Party B shall regularly inspect and supervise occupational safety at the Site and shall be legally responsible for any violation of occupational safety requirements within its management scope.

c) At its own cost, Party B shall train, instruct and disseminate occupational safety regulations to its personnel. For certain Works subject to strict occupational safety requirements, Party B's personnel shall possess occupational safety training certificates.

d) At its own cost, Party B shall provide adequate personal protective and occupational safety equipment to its personnel.

e) In the event of an occupational safety incident, Party B and the relevant parties shall organize handling of the incident and report it to the competent state occupational safety management authority in accordance with Law. At the same time, Party B shall be responsible for remedying and compensating any losses suffered by Party B as a result of Party B's failure to ensure occupational safety.

14.2. Environmental Protection

a) Party B shall implement environmental protection measures for workers at the Site and protect the surrounding environment, including measures for dust control, noise control, waste treatment and site cleaning. Party B shall implement covering measures and collect and transport waste to designated locations.

b) During transportation of construction Materials and waste, Party B shall implement appropriate covering measures to ensure safety and environmental sanitation.

c) Party B shall inspect and supervise the implementation of environmental protection measures for construction and shall be subject to inspection and supervision by the competent state environmental authorities. If Party B fails to comply with environmental protection regulations, Party A and the competent state environmental authorities shall have the right to suspend the Works and require Party B to implement proper environmental protection

measures. In such case, Party B shall be legally responsible and compensate for damage caused by its fault.

d) If any acts causing environmental harm occur during construction of the Works, Party B shall be legally responsible and compensate for damage caused by its fault.

14.3. Fire and Explosion Prevention

All Parties participating in this Contract shall comply with legal regulations on fire and explosion prevention.

14.4. Electricity and Water at the Site

a) Party B shall be responsible for providing electricity, water and other services required by Party B for construction.

b) Party B shall comply with all regulations governing the use of electricity, water and other utilities at the Site and shall pay for such use.

c) Party B shall have the right to use electricity, water and other services that may be available at the Site for construction of the Works/Work Items, where the relevant details and prices have been specified in Party A's requirements. Party B shall be responsible for protecting the electricity and water sources used for construction. At its own risk and cost, Party B shall provide the machinery and equipment necessary to use such services and to measure the quantities consumed.

14.5. Site Security

a) Party B shall bear all responsibility for security and public order at the Site during performance of the Works in accordance with the Contract. Party B shall comply with the instructions and directions of Party A, Party A or the Consultant on this matter.

b) Party B shall be responsible for controlling access to the Site by unauthorized persons.

c) Persons authorized to enter the Site shall include personnel of Party B, personnel of Party A and other persons notified by Party A (or its representative) to Party B.

ARTICLE 15. SUSPENSION OF PERFORMANCE OF THE CONTRACT

15.1. Suspension of Performance of the Works by the Parties

a) Either Party shall have the right to suspend performance of the Contract if any of the following occurs:

(i) A Force Majeure Event in accordance with Article 18 of the Contract;

(ii) At the request of a competent state authority;

(iii) A change in Law that directly affects performance of the Contract;

(iv) Any case specified in Article 15.2 [Suspension of Performance of the Works by Party A] and Article 15.3 [Suspension of Performance of the Works by Party B] of this Contract;

b) The Party requesting suspension shall give written notice to the other Party at least 02 (two) Working Days before the suspension, specifying the reason for suspension and any other requirements, if any.

15.2. Suspension of Performance of the Works by Party A

a) Party A may decide to suspend performance of the Works in the cases specified in Article 15.1 and/or where Party B fails to satisfy the requirements regarding quality, occupational safety, environmental protection or progress of the Works under the Contract. In such case, Party A shall have the right to suspend all or part of Party B's Works and require Party B to remedy defects within a specific period stipulated by Party A. Party B shall also compensate Party A for damage caused by the suspension of the Works.

b) Party A shall give Party B written notice at least 02 (two) Working Days before the suspension, specifying the reason for suspension and any other requirements, if any.

c) After Party A approves or instructs the resumption of the Works, the Parties shall jointly inspect the Works, equipment and Materials affected by the suspension. At its own cost, Party B shall repair any deterioration, damage or loss to the Works, equipment or Materials occurring during the suspension period.

15.3. Suspension of Performance of the Works by Party B

a) Party B may suspend its Works in the cases specified in Article 18.1 Force Majeure Event under the Contract or where Party A fails to make payments under the Contract for more than 25 (twenty five) Working Days from the due date, provided that Party B has submitted complete quality management and payment documents in accordance with this Contract.

b) After Party A fulfills its obligations under the Contract, the Contractor shall immediately resume normal performance of the Works. If the Contractor fails to resume the Works within 03 (three) day from the date of receipt of Party A's payment, the Contractor shall be deemed to have breached the Contract schedule and shall be subject to penalties in accordance with this Contract.

c) Party B shall give Party A written notice at least 02 (two) Working Days before the suspension, specifying the reason for suspension and any other requirements, if any.

ARTICLE 16. TERMINATION OF THE CONTRACT

16.1. Unilateral Termination of the Contract by Party A

a) Party A shall have the right to terminate the Contract upon occurrence of any of the following:

i) Party B, without legitimate reason, fails to perform the Works under the Contract for 05 (five) consecutive days after Party A/PMU/Party A's Representative has issued a notice requiring performance of such Works;

ii) Party B delays completion of the Works by more than 15 (fifteen) days compared with the approved Detailed Schedule, or delays completion of all Works under the Contract by more than 20 (twenty) days beyond the deadline specified in Article 8 of the Contract (provided that such delay is not attributable to Party A), without Party A's approval of an extension of time;

iii) After receiving Party A's notice of suspension of the Works, Party B fails to remedy the breach within 05 days from the date of receipt of Party A's notice;

iv) Party B engages a Subcontractor to perform the Works or assigns/transfers its rights and obligations under the Contract to a Third Party without Party A's prior written consent;

v) Party B becomes bankrupt or insolvent, is closed down, placed under asset administration, required to negotiate with creditors, or continues business under the supervision of an administrator, authorized person or manager for the benefit of creditors, or any action or event occurs under applicable Laws having a similar effect on such activities or events;

vi) Party B violates the anti-corruption and anti-bribery provisions specified in Article 21 of the Contract;

vii) Party B breaches other obligations under the Contract and fails to remedy such breach within the period required by Party A;

viii) Party B breaches its obligations under this Contract and the aggregate contractual penalties exceed 12% of the Contract Value;

ix) Where Party A no longer has a need to continue performing the Works, Party A shall have the right to unilaterally terminate this Contract by giving Party B at least 03 (three) Working Days' prior notice before the termination date;

x) Other cases stipulated in this Contract and by Law.

b) If any of the cases specified in Article 16.1(a) above occurs, Party A may terminate the Contract by giving Party B at least 03 (three) Working Days' prior notice. The Contract shall automatically terminate upon such notice. However, in the cases specified in items (iv), (v), (vi) and (viii) of Clause 16.1(a), Party A may notify Party B of immediate termination of the Contract.

c) Consequences of termination of the Contract:

i) Party B shall immediately cease all Works and leave the Site, or Party A shall have the right to remove Party B/Party B's personnel from the Site if necessary. Party B shall immediately comply with Party A's reasonable instructions to protect life, property and the safety of the Works;

ii) Party B shall hand over to Party A the Materials for which Party A has made payment and return to Party A all documents, facilities and Materials provided by Party A for performance of the Works;

iii) Party B shall remove all Materials and construction materials from the Site, except those necessary for safety purposes and for leaving the Site;

iv) Party A shall have the right to complete the Works itself or allow other entities to enter and perform the Works. Party A and such entities may use any Materials, construction materials and documents of Party B;

v) Party A shall determine the portion of the Works completed by Party B and eligible for acceptance and payment to Party B, and deduct therefrom any debts, costs arising from damage or loss borne by Party A, compensation amounts and contractual

penalties. If, after set-off, the amount payable or refundable by Party B to Party A, if any, exceeds the amount payable by Party A to Party B under this Contract, Party B shall pay the outstanding balance to Party A within the period required by Party A. If Party B makes late payment beyond the period required by Party A, Party B shall pay late-payment interest at the 12-month VND corporate lending interest rate applied by Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of late payment, calculated on the amount and number of days of delay.

vi) Party A may withhold further payments to Party B until Party B completes and remedies any defects and damage caused by delays during the period for completion of the Works, if any.

d) The Parties agree that unilateral termination of the Contract by Party A shall not affect any other rights of Party A under the Contract.

16.2. Unilateral Termination of the Contract by Party B

a) Party B shall have the right to unilaterally terminate the Contract if:

i) Suspension of the Works continues for more than 56 (fifty-six) days due to Party A's fault without legitimate reason;

ii) Provided that Party B has fully satisfied the conditions for payment, Party A breaches its payment obligations for more than 30 days on more than 03 (three) occasions without legitimate reason;

iii) Party A becomes bankrupt, insolvent, is closed down, placed under asset administration, required to negotiate with creditors, or continues business under the management of a trustee or representative for the benefit of creditors, or any action or event occurs under applicable Laws having a similar effect on such actions or events.

b) In any of the cases specified in Article 16.2(a) above, Party B may terminate the Contract by giving Party A at least 07 (seven) days' prior notice. However, in the case specified in item (iii) of Article 16.2(a), Party B may notify Party A of immediate termination of the Contract.

The consequences of termination of the Contract shall be as specified in Article 16.1(c) of the Contract.

ARTICLE 17. INSURANCE

17.1. Party B shall procure insurance for workers performing construction at the Site, Third Party civil liability insurance, and insurance for Materials, construction materials, vehicles and Construction Equipment in accordance with applicable Law. All insurance costs shall be borne by Party B.

17.2. Upon the occurrence of any incident, Party B shall immediately notify Party A in writing of detailed information concerning the incident and shall closely cooperate with and comply with the requirements of the insurance company and Party A (if any). Any loss or damage suffered by Party A due to Party B's failure to properly and fully comply with the requirements of Party A and/or the insurance company during the handling of the incident or loss shall be paid by

Party B, and Party A shall have the right to deduct such amount from the Contract Value payable to Party B.

17.3. Any failure to pay insurance premiums shall be deemed a breach of the Contract.

17.4. Without prejudice to the settlement of Party B's and/or Party A's insurance claims, upon Party A's request, Party B shall, at its own cost, remedy, repair or replace any loss or damage caused by or arising from Party B's construction of the Works.

ARTICLE 18. FORCE MAJEURE

18.1 In this contract, "force majeure" means an event, circumstance or combination of events or circumstances described in clause 18.2 of this article that prevents, in whole or in part, or delays either party in performing its obligations under the contract, but only where such event or circumstance:

a) Is beyond the reasonable control of the affected Party;

b) Is not caused by the fault or negligence of the affected Party; and

c) Cannot be avoided despite the affected Party having made every effort to apply remedial measures.

18.2. Force Majeure includes:

a) Natural disasters and environmental disasters;

b) Fire and epidemics;

c) A state of emergency concerning national security, social order and safety, or national defense;

d) War, armed conflict, terrorism or riots;

e) Strikes, industrial actions, embargoes and blockades;

f) Activities relating to the discovery of antiquities and archaeological findings;

g) Changes in government policies or Laws, where such changes occur objectively, are unforeseeable and cannot be remedied despite all necessary measures and reasonable capabilities having been applied;

h) Other cases as provided by relevant Law.

18.3. Notice and Mitigation

The Party affected by Force Majeure shall only be exempted from its obligations if:

a) It has taken reasonable preventive measures and necessary alternative and remedial measures to minimize the impacts, risks and consequences caused by the Force Majeure Event; and

b) It notifies the other Party of the event or circumstance constituting Force Majeure as soon as reasonably practicable, but no later than 01 (one) day after communications have been restored and in any event no later than 07 (seven) days from the date of occurrence of the Force Majeure Event. Any notice shall contain full details of the event or circumstance constituting Force Majeure, its impact on the affected Party's performance of its contractual obligations, and proposed remedial measures. The affected Party shall provide regular reports to the other Party on the implementation of remedial measures to prevent or mitigate the effects of Force Majeure and any other information reasonably requested by the other Party.

18.4. Consequences of Force Majeure

Provided that Article 18.3 above has been complied with, neither Party shall be liable or deemed to have breached the Contract or to be at fault for failure to perform or delay in performing its obligations under the Contract due to Force Majeure. The period for performance of the affected Party's obligations shall be extended by the duration of the Force Majeure Event during which the affected Party is unable to perform its obligations under the Contract. Immediately after the Force Majeure Event ceases, the Parties shall resume performance of the Contract, unless the Contract is terminated in accordance with Article 18.5 below.

18.5 If a Force Majeure Event continues for more than 60 (sixty) days and causes one Party or both Parties to be unable to perform their obligations under the Contract, either Party shall have the right to terminate the Contract. Notice of termination shall be sent to the other Party at least 10 days before the termination date. The Contract shall be deemed terminated upon expiry of such notice period. In such case, the rights and interests of each Party shall be dealt with on the following principles:

a) The obligations of the Parties shall be determined based on reconciliation of the advance payments, payments made, and the value of the Works performed by Party B and accepted by Party A.

b) Each Party shall return to the other Party any amounts or items received in excess of the benefits to which it is entitled under the Contract.

18.6. Any obligation of either Party arising before the occurrence of Force Majeure shall not be exempted as a result of the occurrence of Force Majeure.

ARTICLE 19. INDEMNIFICATION

In addition to being subject to contractual penalties in accordance with the Contract, each Party shall compensate for damage caused by its breach.

19.1. Party B shall indemnify and hold harmless Party A, Party A's Personnel and relevant Third Parties against claims, damage, loss and related costs (including legal costs) arising from:

a) Loss of life or personal injury to any person arising from Party B's performance of the Works, except where such cause arises from negligence, willful misconduct or breach of the Contract by Party A, Party A's Personnel or relevant Third Parties, or any of their respective representatives, without any fault on the part of the Contractor.

b) Damage to or loss of property or real estate arising out of or during Party B's performance of the Works where such damage or loss is attributable to negligence, willful misconduct or breach of the Contract by Party B, Party B's Personnel, or any person directly or indirectly engaged by Party B.

Such damage shall be limited to damage for which Party B is liable due to its fault. Such damage shall not relieve Party B of its obligation to complete the Works or any other responsibility or obligation under the Contract.

19.2. Party A shall indemnify and hold harmless Party B and Party B's Personnel against claims, damage, loss and related costs arising from loss of life, personal injury or damage to property caused by negligence, willful misconduct or breach of the Contract by Party A or Party A's Personnel, without any fault on the part of Party B or Party B's Personnel.

ARTICLE 20. RESPONSIBILITIES OF THE PARTIES FOR BREACH OF CONTRACT

20.1. Delay Penalties

a) Milestone/Stage Progress Penalty: Where Party B is behind schedule for the Works compared with the construction stages under the key milestones of the detailed construction schedule approved by Party A, and such delay is not caused by a Force Majeure Event and/or Party A's fault and/or has not been approved by Party A, Party B shall be subject to a penalty of 0.5% (zero point five percent) of the value of the Works of the relevant Work Item for each day of delay. Party A shall immediately deduct such penalty from Party B's payment installments. Party A may consider refunding such penalty amount to Party B if Party B takes remedial measures, catches up with the schedule and completes the Contract schedule in accordance with Article 8.1 of the Contract.

b) Contract Completion Delay Penalty: If Party B delays completion of the Works as stipulated in the Contract, and such delay is not caused by a Force Majeure Event and/or Party A's fault and/or has not been approved by Party A, Party B shall be subject to a penalty of 0.5% (zero point five percent) of the Contract Value for each day of delay, provided that the total penalty shall not exceed 12% (twelve percent) of the Contract Value.

20.2. If Party B supplies Materials of poor quality or Materials that do not comply with the model or type specified in this Contract, Party B shall exchange/replace such Materials with Materials of the proper quality and type as stipulated in the Contract within 24 hours from the time of receipt of Party A's notice. If Party B breaches this obligation more than 02 (two) times, Party B shall be subject to a penalty of 1% (one percent) of the Contract Value for each breach, provided that the total penalty shall not exceed 12% (twelve percent) of the Contract Value.

20.3. In the event that Party B provides Party A with any forged, invalid, unlawful or inaccurate dossiers, invoices or payment documents in violation of applicable laws, Party B shall be subject to a contractual penalty equivalent to 12% (twelve percent) of the value of the breached portion of the Contract. In addition, Party A shall have the right to suspend payments until Party B provides complete, valid and lawful dossiers and supporting documents, and shall be entitled to unilaterally terminate the Contract without incurring any liability or being subject to any penalties or sanctions. In such event, Party B shall be responsible for refunding to Party A all amounts previously paid by Party A and compensating Party A for all damages, losses and costs incurred as a result of Party B's breach..

20.4. 20.1 In the event that the construction Works fail to meet the quality requirements stipulated in the Contract and Party B has made more than 02 (two) attempts to rectify the defects but the Works still fail to meet such requirements, Party B shall be subject to a penalty of 1% (one percent) of the value of the non-compliant work item for each breach and/or each rectification

attempt, provided that the total penalty shall not exceed 12% (twelve percent) of the Contract Price.

20.2 If Party B fails to carry out the final settlement and/or liquidation of the Contract in accordance with the provisions of the Contract, Party B shall be subject to a penalty of 0.1% (zero point one percent) of the Contract Price for each day of delay, provided that the total penalty shall not exceed 2% (two percent) of the Contract Price.

20.3 Without prejudice to the other provisions of this Contract, in the event that Party A unilaterally terminates the Contract pursuant to Points (i) through (viii) of Article 16.1(a) of the Contract, Party B shall be subject to a penalty of 12% (twelve percent) of the Contract Price and shall refund to Party A the entire amount of the advance payment that has not yet been recovered.

20.4 If Party A makes late payment to Party B, Party A shall pay late payment interest for the period of delay at the 12-month VND lending rate applicable to corporate customers announced by Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) at the time of late payment, calculated on the overdue amount for the actual number of days of delay.

20.5 The penalties for breach stipulated in this Article shall apply independently to each breach and may be cumulative, provided that the aggregate amount of penalties imposed on Party B shall not exceed 12% (twelve percent) of the Contract Price.

ARTICLE 21. ANTI-CORRUPTION AND ANTI-BRIBERY PROVISIONS

21.1 To ensure transparency in the relationship concerning the Works, the Parties undertake and warrant that the personnel of Party A (including Party A's management, employees, or any other Third Party directly or indirectly representing Party A) and the personnel of Party B (including Party B's management, employees, or any other Third Party directly or indirectly representing Party B) shall not, directly or indirectly, solicit, promise, offer, give, or receive bribes for the purpose of obtaining personal benefits or advantages during the negotiation, execution, or performance of this Contract.

21.2 Acts of giving and/or receiving bribes under this Article shall include acts committed before, during, and after the performance of this Contract. If any personnel of Party B becomes aware of any indication or act of soliciting a bribe by any personnel of Party A, such personnel of Party B shall immediately notify Party A.

21.3 If Party B or any personnel of Party B commits an act of bribery, Party A shall have the right, depending on the time when the bribery occurs or is discovered, to apply one or several of the following measures, whether separately or concurrently:

a) Unilaterally cancel/terminate this Contract.

b) Depending on the seriousness of Party B's bribery and at Party A's discretion, Party A shall have the right to impose on Party B a penalty of **VND 150,000,000** *(in words: One hundred and fifty million Vietnamese Dong)* for each act of bribery and/or immediately terminate the Contract without being subject to any penalty or compensation; at the same time, Party B shall compensate Party A for any losses incurred (if any) as a result of such termination, refund to

Party A any amounts advanced or paid by Party A to Party B, and be subject to other sanctions provided for in the Contract upon termination of the Contract.

c) Place Party B on the list of parties subject to control when participating in other service/goods procurement packages, or prohibit Party B from participating in bidding for services/goods for Party A.

d) Transfer the case file to the investigating authorities if the bribery act shows signs of violating criminal law.

21.4 If any personnel of Party A solicits or receives a bribe, Party A undertakes to take appropriate and immediate action in accordance with Party A's internal regulations and applicable laws. Party A further undertakes that, in such case, the violating personnel shall not continue to participate in the performance of the Works related to this Contract.

21.5 Exemption: Party B shall indemnify and hold Party A harmless from all liabilities relating to any bribery act committed by Party B that violates the laws of Vietnam and shall compensate Party A for all resulting losses, including losses arising from administrative expenses, legal fees, and other costs incurred in dealing with matters related to Party B's bribery act.

ARTICLE 22. DISPUTE RESOLUTION

22.1 In the event of any dispute arising during the performance of the Contract, the Parties shall endeavor to negotiate and engage in dialogue to resolve the dispute in a spirit of good faith and cooperation.

22.2 If negotiation and dialogue fail to resolve the dispute, within 30 (thirty) days from the date on which the contractual dispute arises, either Party shall have the right to submit the matter to a competent court in accordance with the law.

22.3 The invalidity or termination of the Contract shall not affect the validity of the provisions concerning dispute resolution.

ARTICLE 23. CONTRACT LIQUIDATION

23.1 The Contract shall be terminated and liquidated in the following cases:

a) The Parties have fulfilled all obligations under the Contract and the signed Contract Appendices.

b) The Parties agree to terminate and liquidate the Contract.

c) The Contract is terminated in accordance with Article 15.2 [Unilateral Termination of the Contract by Party A] and Article 16.2 [Unilateral Termination of the Contract by the Contractor].

23.2 Within 07 (seven) days from the date on which any of the cases specified in Article 23.1 above occurs, provided that the Parties have no dispute, the Parties shall prepare and sign the Contract Liquidation Record.

ARTICLE 24. CONFIDENTIALITY

24.1 For the purposes of this Article, Confidential Information means information including, but not limited to, the specific terms and conditions of this Contract and/or any information, data,

or documents created in connection with or arising from the performance of the Contract, which are provided by one Party to the other Party in any form for the purpose of performing this Contract. Confidential Information shall also include, but not be limited to, information relating to technological secrets, trade secrets, know-how, or other information concerning or serving the Parties' financial, business, or marketing activities.

24.2 Each Party to the Contract shall be obliged to keep confidential all details of this Contract and all records, documents, and information provided by the other Party, except in the following cases:

a) Disclosure of the details of the Contract and/or provision of such records, documents, or information is required by competent state authorities in accordance with the law.

b) Disclosure of the details of the Contract and/or provision of such records, documents, or information is made to its parent company, subsidiaries, employees, auditors, financial advisors, legal advisors, or contractors for the purpose of performing its obligations under this Contract, provided that such Party shall be responsible for and ensure that the persons to whom such Confidential Information is disclosed comply with the confidentiality provisions set out in this Article; or

c) Disclosure of the details of the Contract and/or provision of such records, documents, or information has been approved in writing by the other Party.

24.3 The Parties shall comply with this confidentiality obligation throughout the performance of this Contract, after completion of this Contract, and in the event that this Contract is terminated or cancelled.

ARTICLE 25. EFFECTIVENESS OF THE CONTRACT

25.1 Effectiveness of the Contract:

This Contract shall take effect from the date on which both Parties duly sign and affix their seals to this Contract.

25.2 Legal validity of the Contract:

a) This effective Contract shall constitute the legal basis for Party A, the Contractor, and the relevant parties to perform their respective obligations.

b) This effective Contract shall constitute the basis for resolving disputes between the Parties. Any disputes arising outside the scope of the Contract shall be resolved on the basis of the relevant provisions of law.

25.3 In the event that one or more Articles, clauses, or provisions of this Contract are declared by a competent state authority to be invalid, legally ineffective, or unenforceable under the applicable law, the remaining Articles, clauses, and provisions of this Contract shall remain valid and enforceable between the Parties. The Parties shall agree to amend the Articles, clauses, or provisions that are invalid, legally ineffective, or unenforceable in accordance with the law and consistent with the intentions of the Parties.

ARTICLE 26. GENERAL PROVISIONS

26.1 The Parties undertake to duly perform all provisions stipulated in this Contract. Matters not specifically provided for in this Contract shall be implemented by the Parties in accordance with applicable law.

26.2 Any amendment or supplement to the contents of the Contract must be agreed upon by both Parties and made in writing. Any written document amending or supplementing the Contract shall constitute an integral part of the Contract.

26.3 This Contract shall be governed by and construed in accordance with the laws of Vietnam.

26.4 This Contract and its Contract Appendices are made in 05 *(five)* counterparts in Vietnamese, each having equal legal validity. Party A shall retain 03 *(three)* counterparts, and Party B shall retain 02 *(two)* counterparts for implementation.

The Parties hereby sign this Contract on the date, month, and year stated at the beginning of the Contract./.

REPRESENTATIVE OF PARTY A	**REPRESENTATIVE OF PARTY B**