

No.: 6113/TVD1-P3

Hanoi, dated 8th Oct. 2026

Re: Merger of the subsidiary
company (MTV3) into the parent
company (EVNPECC1)

**INFORMATION DISCLOSURE ON THE ELECTRONIC PORTAL OF
THE STATE SECURITIES COMMISSION OF VIETNAM
AND THE HANOI STOCK EXCHANGE**

To:

- Shareholders;
- State Securities Commission of Vietnam;
- Hanoi Stock Exchange.

1. Name of organization: Power Engineering Consulting Joint Stock Company 1
- Securities code: TV1
- Address: No. 66 Luong Ngoc Quyen Street, Thanh Liet Ward, Hanoi City.
- Telephone: 02438544270. - Fax: 02438541208. - Email: Pecc1@fpt.vn

2. Person responsible for information disclosure

- Full name: Nguyen Tu Minh Position: Expert
- Address: No. 66 Luong Ngoc Quyen Street, Thanh Liet Ward, Hanoi City
- Contact telephone: 0936120099

3. Type of information disclosure: 24-hour disclosure

4. Content of information disclosure:

Merger of Power Engineering Consulting Co., Ltd. 3 Danang (MTV3) into Power Engineering Consulting Joint Stock Company 1 (EVNPECC1).

5. This information has been published on the Company's website on October 8th, 2026, at the link: www.pecc1.com.vn

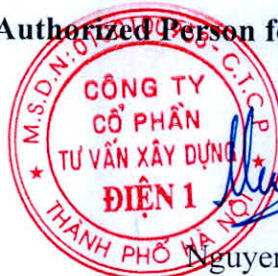
We hereby certify that the information disclosed above is true and correct, and assume full legal responsibility for the content of the disclosed information.

Respectfully,

Recipients:

- As stated above;
- Website;
- Archives, P3.

Authorized Person for Disclose Information



Nguyen Tu Minh

VIETNAM ELECTRICITY
POWER ENGINEERING
CONSULTING JSC 1

No.: 32/NQ-TVD1-HDQT

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Hanoi, October 8, 2026

RESOLUTION

On the implementation of the plan on merging Power Engineering Consulting Co., Ltd, 3 Da Nang into the Power Engineering Consulting Joint Stock Company 1

**MANAGEMENT BOARD OF
POWER ENGINEERING CONSULTING JOINT STOCK COMPANY 1**

Pursuant to:

the Law on Enterprises No. 59/2020/QH14 and its guiding documents;

the Charter on organization and operation of Power Engineering Consulting Joint Stock Company 1 ("EVNPECC1" or "the Company") that was approved by the General Meeting of Shareholders on April 29, 2026;

the Resolution No. 02/NQ-TVĐ1-HĐQT dated April 29, 2026 of the General Meeting of Shareholders of Power Engineering Consulting Joint Stock Company 1 (the "General Meeting of Shareholders");

the Minutes of the Meeting of the Management Board No. 13/BB-TVĐ1-HĐQT dated September 22, 2026 of the Management Board of Power Engineering Consulting Joint Stock Company 1.

RESOLVES:

Article 1. To approve the Merger Plan; the Labor Utilization Plan; the implementation timeline; the Merger Agreement; and the implementation of the merger of Power Engineering Consulting Co., Ltd. 3 Danang (MTV3) into EVNPECC1.

1.1 To approve the Plan for the merger of MTV3 into EVNPECC1 (*attached hereto*).

1.2 To approve the Labor Utilization Plan for MTV3 (*attached hereto*). The key contents are as follows:

- Number of employees to be transferred to EVNPECC1: 06 employees (including 01 employee who is concurrently working at EVNPECC1).

- Number of redundant employees whose labor contracts are to be terminated:

None *af*

- Estimated costs for handling redundant employees and terminating labor contracts: None.

- The policies applicable to employees transferred to EVNPECCI are detailed in the Labor Utilization Plan for MTV3.

1.3 To approve the implementation time for the merger of MTV3 into EVNPECCI.

- Commencement of implementation: September 2026.

- Expected completion of the merger: Q4 2026.

1.4 To approve the Merger Agreement for the merger of MTV3 into EVNPECCI.

To approve the entire contents of the Merger Agreement for the merger of MTV3 into EVNPECCI (*attached hereto*).

1.5 Implementation organization at MTV3

The Chairman cum Director, the Company's Supervisor at MTV3, and relevant individuals and departments are assigned to organize the implementation of the following issues at MTV3:

- Sign the Merger Agreement and any appendices/amendments to the Merger Agreement during the implementation of the Agreement by the parties (if any).

- Make the required disclosures to all creditors, employees, and relevant third parties in accordance with applicable laws.

- Carry out the handover of assets, receivables and payables, contracts, employees, rights and obligations, and other legal issues in accordance with applicable laws.

- Implement the policies applicable to employees in accordance with the approved Labor Utilization Plan.

- Coordinate in carrying out other relevant tasks related to the merger process and post-merger issues in accordance with the approved Merger Plan.

Article 2. To approve the costs related to the merger of MTV3 into EVNPECCI

The costs include costs for carrying out procedures for the re-issuance of the Enterprise Registration Certificate; fees and charges payable to the state budget; and other lawful costs incurred in connection with the implementation of the merger.

To authorize the General Director, being the legal representative of the Company, to consider and decide on the above-mentioned costs in accordance with applicable laws and the Company's internal regulations

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Article 3. Effectiveness

- This Resolution shall take effect from the date of signing.

- Members of the Management Board, the General Director, Heads of relevant units, MTV3, and concerned individuals shall be responsible for implementing this Resolution. *f*

**FOR AND ON BEHALF OF THE
MANAGEMENT BOARD**

MEMBER IN CHARGE

Recipients:

- As mentioned in Article 3;
- Members of MB, Supervisory Board;
- Archives: Filed, MB.



Nguyen Kim Cuong



Hanoi, October 8, 2026

DECISION

**On the Implementation of the Merger Plan for
Power Engineering Consulting Co., Ltd. 3 Danang into
Power Engineering Consulting Joint Stock Company 1**

**MANAGEMENT BOARD OF
POWER ENGINEERING CONSULTING JOINT STOCK COMPANY 1**

Pursuant to:

the Law on Enterprises No. 59/2020/QH14 and guiding documents;

the Charter on organization and operation of Power Engineering Consulting Joint Stock Company 1 (EVNPECCI) that was approved by the General Meeting of Shareholders on April 29, 2026;

the Charter on organization and operation of Power Engineering Consulting Co. Ltd 3 Da Nang ("MTV3");

the Resolution No. 32/NQ-TVĐ1-HĐQT dated October 8, 2026 of the Management Board of Power Engineering Consulting Joint Stock Company 1.

HEREBY DECIDES:

Article 1. Approval of the Plan for Merger of MTV3 into EVNPECCI

The entire contents of the detailed Merger Plan for MTV3 into EVNPECCI are hereby approved (*attached to this Decision*).

Article 2. Approval of MTV3's Labor Utilization Plan

Labor Utilization Plan of MTV3 upon its merger into EVNPECCI (*attached to this Decision*) is hereby approved as follows:

- The number of employees to be transferred to EVNPECCI is 06 employees (including 01 employee who is concurrently working at EVNPECCI).
- Number of redundant employees whose labor contracts are to be terminated: None.
- Estimated costs for handling redundant employees and terminating labor contracts: None.
- The policies applicable to employees transferred to EVNPECCI are detailed in MTV3's Labor Utilization Plan.



Article 3. Timeline for the Merger of MTV3 into EVNPECCI

- Commencement of implementation: September 2026.
- Expected completion of the merger: Q4 2026

Article 4. Approval of the Merger Agreement between MTV3 and EVNPECCI

The entire contents of the Merger Agreement between MTV3 and EVNPECCI are hereby approved (*attached to this Decision*).

Article 5. Implementation organization

The Chairman cum Director of MTV3, the Company's Supervisors at MTV3, and relevant individuals and departments are assigned to carry out the following:

- Sign the Merger Agreement and any appendices/amendments thereto during the implementation of the Agreement by the parties (if any);
- Make the required disclosures to all creditors, employees and relevant third parties in accordance with applicable laws;
- Carry out the handover of assets, receivables and payables, contracts, employees, rights and obligations, and other legal matters in accordance with applicable laws;
- Implement policies applicable to employees in accordance with the approved Labor Utilization Plan;
- Coordinate in carrying out other activities relating to the merger process and post-merger issues in accordance with the approved Merger Plan.

Article 6. Effectiveness

This Decision shall take effect from the date of signing.

The Chairman cum Director of MTV3, the Supervisors at MTV3, together with the heads of relevant departments and concerned individuals, shall bear responsibility for implementation of this Decision./.

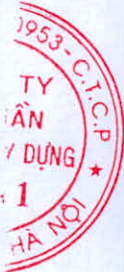
Recipients:

- As stated in Article 6;
- Members of MB, Supervisory Board;
- Board of Directors;
- Archives: Filed, MB

**FOR AND ON BEHALF OF THE
MANAGEMENT BOARD
MEMBER IN CHARGE**



Nguyen Kim Cuong



MERGER AGREEMENT

MERGER AGREEMENT
No.: **01/2026/EVNPECCI-MTV3**

between

POWER ENGINEERING CONSULTING JOINT STOCK COMPANY 1
(Receiving Company)

and

DA NANG POWER ENGINEERING CONSULTING COMPANY LIMITED 3
(Merged Company)

08.., October 2026



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MERGER AGREEMENT

THIS MERGER AGREEMENT (the "Agreement") is made and entered into on October 8, 2026 (the "**Signing Date**") by and between:

POWER ENGINEERING CONSULTING JOINT STOCK COMPANY 1 (hereinafter referred to as the "**Receiving Company**" or "**EVNPECCI**")

Enterprise Registration Certificate : No. 0100100953, first issued by the Business Registration Office, Department of Planning and Investment of Hanoi City on 02 January 2008, 15th amendment registered on 10 July 2025.

Address : No. 66, Luong Ngoc Quyen Street, Thanh Liet Ward, Hanoi, Vietnam.

Legal representative : Mr. Nguyen Kim Cuong

Position : Chief Executive Officer

and

DA NANG POWER ENGINEERING CONSULTING COMPANY LIMITED 3 (hereinafter referred to as the "**Merged Company**" or "**MTV3**")

Enterprise Registration Certificate : No. 0401429815, first issued by the Business Registration Office, Department of Planning and Investment of Da Nang City on 21 June 2011, 2nd amendment registered on 29 December 2025.

Address : 503 Nui Thanh, Hoa Cuong Ward, Da Nang, Vietnam.

Legal representative : Mr. Nguyen Hong Tuan

Position : Chairman cum Director

(EVNPECCI and MTV3 hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

WHEREAS:

- (A) EVNPECCI and MTV3 are companies both operating in the field of power construction consultancy in the Vietnamese market.
- (B) MTV3 is a single-member limited liability company of which EVNPECCI is the sole owner.
- (C) The merger of MTV3 into EVNPECCI is necessary and reasonable for the purpose of restructuring the organization and operations, contributing to improved operational efficiency in the best interests of the enterprises.

MERGER AGREEMENT

- (D) The General Meeting of Shareholders of the Receiving Company has adopted Resolution No. 02/NQ-TVĐ1-ĐHĐCĐ dated 29 April 2026 to (i) approve the Merger Transaction (as defined below) and (ii) approve the contents of this Agreement.
- (E) Decision No. ~~670~~/QĐ-TVĐ1-HĐQT of the owner of MTV3 has been adopted to (i) approve the Merger Transaction (as defined below) and (ii) approve the contents of this Agreement.

THEREFORE, the Parties agree to enter into and perform this Agreement under the following terms and conditions:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Capitalized terms used in this Agreement shall have the following meanings:

- (a) **"Party"** or **"Parties"** shall have the meaning given in the introductory section of this Agreement.
- (b) **"Merged Company"** or **"MTV3"** shall have the meaning given in the introductory section of this Agreement.
- (c) **"Receiving Company"** or **"EVNPECCI"** shall have the meaning given in the introductory section of this Agreement.
- (d) **"Transition Period"** means the period from the Signing Date to the Completion Date as provided in Article 5.1 of this Agreement.
- (e) **"Merger Transaction"** shall have the meaning given in Article 2.1 of this Agreement.
- (f) **"Agreement"** means this Merger Agreement, its Appendices, and any other documents and agreements between the Parties (if any) relating to this Merger Agreement or the Merger Transaction.
- (g) **"Completion Date"** shall have the meaning given in Article 2.2 of this Agreement.
- (h) **"Merger Implementation Period"** means the period from the Signing Date until the end of 31 December 2026.
- (i) **"Signing Date"** shall have the meaning given in the introductory section of this Agreement.
- (j) **"Assets"** means all investment projects, assets, rights, privileges, business rights, licenses, commercial contracts, and all debts, payables, receivables, obligations and liabilities of each Party.

1.2. Interpretation

MERGER AGREEMENT

Unless the context otherwise requires, this Agreement shall be interpreted in accordance with the following principles:

- (a) The words "of this Agreement", "in this Agreement" and "under this Agreement" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (b) References to a Party (or the Parties), an Appendix, an Article and clauses are references to a party (or the parties), an appendix, an article and a clause of this Agreement.
- (c) Headings are for reference convenience only and shall not affect the interpretation of this Agreement.
- (d) Words of inclusion shall not be construed as limiting terms in this Agreement; accordingly, references to matters "including" shall be regarded as non-exclusive, non-characterizing illustrations and shall mean "including but not limited to".
- (e) A reference to a person in this Agreement includes that person's successors, and any assignee or transferee of that person's rights and/or obligations.
- (f) Time periods shall be calculated according to the Gregorian calendar.

ARTICLE 2. MERGER OF THE COMPANY

2.1. Subject to the satisfaction of the conditions set out in Article 3 of this Agreement, the Merged Company shall be merged into the Receiving Company by transferring all Assets, employees, lawful rights, obligations and interests of MTV3 to the Receiving Company (the "**Merger Transaction**"), whereupon the Merged Company shall cease to exist. Specifically:

- (a) Upon the Receiving Company being issued with an Enterprise Registration Certificate recording the merger, the Receiving Company shall continue to operate under its own name.
- (b) The Receiving Company shall enjoy the lawful rights and interests of, and shall be responsible for the obligations, outstanding debts, labor contracts, and other property obligations of the Merged Company.
- (c) The Receiving Company shall automatically succeed to all rights, obligations, assets and lawful interests of the Merged Company in their entirety and current status, in accordance with this Agreement and applicable law.
- (d) The Merger Transaction shall not give rise to income for either Party, nor shall it constitute any sale or purchase of shares or capital contributions between the Parties or any shareholders or owners of the Parties. Accordingly, the Merger Transaction shall not give rise to any capital transfer tax obligation for either party. Other tax obligations (if any) shall be performed in accordance with applicable tax law.

MERGER AGREEMENT

- (e) Upon completion of the Merger Transaction, any of MTV3's business lines that do not coincide with EVNPECCI's business lines shall be additionally registered as business lines of EVNPECCI.
 - (f) Other than the business line information provided in this Agreement, other enterprise registration particulars of EVNPECCI shall remain unchanged after the Parties complete the Merger Transaction.
 - (g) The entire capital contribution of EVNPECCI in MTV3 shall terminate as of the Completion Date; the owner's equity value of MTV3 shall be consolidated into the owner's equity of EVNPECCI in accordance with the financial statements as at the Completion Date.
- 2.2. The Merger Transaction shall be deemed completed on the date the competent State authority of Hanoi City issues the amended Enterprise Registration Certificate to the Receiving Company recording the merger ("**Completion Date**"). However, completion of the Merger Transaction shall not extend beyond the Merger Implementation Period. Where the Completion Date cannot occur within the Merger Implementation Period for objective reasons, including a competent State authority requiring amendment or supplementation of the dossier or extending the processing time, the Parties shall extend the Merger Implementation Period in writing in accordance with Article 13.

ARTICLE 3. CONDITIONS FOR THE MERGER

The Merger Transaction may only be implemented once the following conditions are satisfied:

- 3.1. The General Meeting of Shareholders of the Receiving Company has validly approved and adopted (i) the Merger Transaction, (ii) this Agreement, and (iii) the Charter of the Receiving Company following the merger.
- 3.2. This Agreement has been signed by the authorized representatives of the Parties.
- 3.3. This Agreement has been notified to the employees of, and sent to the creditors of, each Party in accordance with applicable law.
- 3.4. This Merger Transaction is fully lawful under Vietnamese law and the merger registration dossier is approved by the competent authorities.

ARTICLE 4. MERGER PROCEDURES AND IMPLEMENTATION SCHEDULE

- 4.1. Actions taken by the Parties on or before the Signing Date:
 - (a) The General Meeting of Shareholders of the Receiving Company has validly approved and adopted (i) the Merger Transaction, (ii) this Agreement, and (iii) the Charter of the Receiving Company following the merger.
 - (b) The Merged Company shall hand over to the Receiving Company the following dossiers and documents, and shall hand over the current status of the following documents and assets:

MERGER AGREEMENT

- (i) The Company's legal dossiers, including without limitation establishment decisions/business registration amendments of all periods/dossiers on changes to charter capital, owner's decisions, Minutes and Resolutions of the Board of Members; the Company's processes, regulations, professional regulations and internal policies through the various periods;
- (ii) The inventory of assets of the Merged Company and the current status of such assets, including intellectual property subject matter;
- (iii) The list of contracts of the Merged Company (including land lease contracts, full dossiers on the origin of land and assets on land; dossiers on land and property on land of all periods that the Company is managing and using; dispute resolution dossiers/dispute settlement agreements with third parties from inception to the handover date (if any));
- (iv) The list of original Enterprise Registration Certificates; all seals, licenses, land use right certificates/documents evidencing the origin of land of the Merged Company, together with certified copies of such documents;
- (v) The list of employees of the Merged Company; labor contracts/appointment or dismissal decisions for all personnel positions in all periods; documents on labor discipline handling/labor dispute resolution (if any);
- (vi) All contracts with all third parties;
- (vii) The list of payables and receivables;
- (viii) Original accounting records from the date of establishment; the list of tools and instruments; the list of bank accounts; tax returns; and payroll records;
- (ix) Financial statements for 2025 and as at the time of the merger;
- (x) The two Parties shall prepare a Handover Minutes duly signed by the authorized representatives of both parties to record the actual handover of the above-mentioned dossiers, documents and assets;
- (xi) After receiving the handover of the above assets and dossiers, the Receiving Company and the Merged Company shall assign responsible persons to take over the handover, to keep and update the name of the Receiving Company on internal dossiers and documents, so as to facilitate the completion of legal procedures with the competent State authorities when carrying out the merger procedures;
- (xii) Recording of assets in the accounting books, carrying out procedures to record the increase/decrease of EVNPECCI's assets, and completing the legal procedures relating to the recording of assets after the merger.

4.2. Actions to be taken from the date the Merger Agreement is adopted

MERGER AGREEMENT

Within 15 (fifteen) days from the date the Board of Directors of EVNPECCI and the Owner's Decision of MTV3 adopt the Merger Transaction and the Merger Agreement, EVNPECCI shall make the required notifications and information disclosures in accordance with applicable law, and MTV3 shall send the Agreement to all their creditors and notify their employees of the Merger Transaction.

With respect to taxes for which tax finalization declarations are required, EVNPECCI and MTV3 shall submit the relevant tax declaration dossiers no later than the 45th day from the date on which MTV3 approves the Merger Transaction and the Merger Agreement.

4.3. Actions to be taken after the Completion Date:

After the Completion Date, the Parties shall be responsible for coordinating to carry out administrative, accounting, tax and labor procedures and related obligations to complete the actual transfer in accordance with applicable law.

In accordance with the milestones agreed by the Parties in the detailed process/plan under Article 13.4, from the date of receipt of EVNPECCI's Enterprise Registration Certificate recording the merger, EVNPECCI (in its capacity as the entity successor to such obligations) and the relevant personnel of MTV3 shall coordinate to carry out the following work:

- (a) Be responsible for carrying out and/or coordinating the carrying out of enterprise and tax procedures for MTV3 to cease to exist as a result of the merger, and concurrently carry out and/or coordinate the procedures for tax finalization, tax refund or payment procedures for tax obligations arising in connection with MTV3's operations from its inception to the completion of the merger procedures under Article 2.2 of this Agreement;
- (b) Carry out and/or coordinate the carrying out of procedures to update changed information on investment, land, etc. with the competent State authorities, and procedures agreed with other individuals or organizations (if any) to record the status of EVNPECCI as relevant entity on MTV3's licenses, approvals, agreements and contracts;
- (c) Recording the change in charter capital, and the increase or decrease in assets of EVNPECCI following the merger;
- (d) Carrying out the necessary procedures to:
 - (i) Continue to perform the labor contracts with MTV3's employees, including: EVNPECCI re-executing labor contracts, resolving employee benefits and policies arising after the merger in accordance with the employees' wishes, applicable law, and EVNPECCI's regulations and policies applicable to MTV3's employees after the merger;
 - (ii) Signing contract appendices to amend, or signing new contracts or agreements to replace, the contracts and agreements that MTV3 has entered into with third parties (if necessary); and handling matters relating to accounting books, bank accounts, secured transactions, credit

MERGER AGREEMENT

limits, etc. with banks with which transactions have been conducted under the name of MTV3; and

- (iii) All other work necessary for EVNPECCI to succeed to all rights and obligations of MTV3 in accordance with applicable law and the provisions of this Agreement;

For the avoidance of doubt, the Parties agree that regardless of whether the handover procedures, and the updating of dossiers, assets, employment and other obligations provided in this Agreement have actually been completed, as of the Completion Date, EVNPECCI shall automatically succeed to all rights, obligations, assets and lawful interests of MTV3 in accordance with applicable law.

ARTICLE 5. ACTIVITIES DURING THE TRANSITION PERIOD

- 5.1. Throughout the period from the Signing Date to the Completion Date ("**Transition Period**"), the Parties shall continue to conduct normal business operations in accordance with applicable law and the provisions of this Agreement. During this period, all transactions, including labor policies/labor contracts due for termination or arising at the request of employees, and contracts requiring periodic renewal for production and business operations, shall be notified to EVNPECCI;
- 5.2. During the transition period, the two parties shall establish a handover and takeover unit to resolve and carry out all handover and transition work. This unit shall directly handle work in accordance with the plan/contracts and any work arising in the course of the handover/transition process of the merger;
- 5.3. All revenues, expenses, business contracts and labor contracts arising from and/or relating to MTV3's business operations throughout the Transition Period shall also be transferred in their entirety to EVNPECCI as of the Completion Date, except for tax-related accounting entries and any unfinished accounting entries that cannot be completed as at the Completion Date of the Transaction. Such costs shall be separately tracked and handed over on a schedule consistent with applicable regulations and actual operating conditions;

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

Each Party represents, undertakes and jointly warrants to the other Party that, throughout the term of this Agreement:

- 6.1. The information and documents referred to in this Agreement relating to that Party are true and accurate;
- 6.2. That Party is a company duly established and lawfully operating in accordance with current Vietnamese law;
- 6.3. That Party has full capacity and authority to enter into and perform this Agreement;
- 6.4. That Party has obtained all necessary approvals, consents and authorizations required under Vietnamese law and its Charter and internal regulations to perform its rights and obligations under this Agreement;

MERGER AGREEMENT

- 6.5. The Merger Transaction complies with the provisions of the Competition Law on company mergers and economic concentration.
- 6.6. As of the Completion Date, the Receiving Company shall succeed to all rights, obligations and liabilities of the Merged Company in accordance with applicable law. However, such succession shall not exclude the liability of relevant individuals or organizations for any violations arising prior to the merger.
- 6.7. The Parties represent that the Merger Transaction is carried out in full compliance with the provisions of Competition Law No. 23/2018/QH14 and its guiding documents; this Merger Transaction does not fall within the cases requiring notification of economic concentration under current competition law.

ARTICLE 7. UNDERTAKINGS OF MTV3

MTV3 undertakes to perform the following obligations:

- 7.1. During the Transition Period, MTV3 undertakes that all of its business operations shall comply with the following principles:
 - (a) Using all reasonable and necessary measures to maintain and continue its business operations and business opportunities as they existed prior to the signing of the Merger Agreement;
 - (b) Not increasing payments to its employees, contractors, service providers, or management personnel; not entering into new labor contracts or terminating existing labor contracts, or resolving resignation policies that are not within a plan already known to EVNPECCI; and not making capital contributions, purchasing shares, or declaring or paying profits, except as required by law or under policies of the parties existing prior to the signing of the Agreement and of which EVNPECCI has been notified in advance;
 - (c) Without the prior written consent of EVNPECCI, MTV3 shall not assume any debt, provide any guarantee, or accept any obligation from any third party where doing so would result in EVNPECCI becoming liable to that third party after completion of the merger, unless such assumption of debt, guarantee or obligation is part of the normal course of business of the parties existing prior to the signing of the Agreement;
 - (d) Not amending or supplementing the management and administration policies, procedures, and the tax, finance, accounting and audit rules currently applied at MTV3, except where such change is mandatory for carrying out the merger. If the two parties agree that certain policies shall remain unchanged for continued application at the Receiving Company, the two parties shall reach a separate agreement thereon by way of an appendix attached to this Agreement;
 - (e) Not amending, supplementing, extending, cancelling or intentionally breaching the terms of contracts and agreements currently being performed; not accepting obligations from third parties or restricting its ability to develop its production and business operations; and not causing any new transaction to arise that is more disadvantageous to the company during and after the merger;

MERGER AGREEMENT

- (f) Using its reasonable efforts to (i) keep its current business organization unaffected; (ii) maintain the employment of its current employees; and (iii) preserve its relationships with customers, suppliers, distributors, consultants, licensors, licensees (if any), and other individuals and organizations with which MTV3 has business relationships.
- 7.2. Fully, honestly and accurately declaring all of its assets, rights, obligations and lawful interests as at the time of the asset transfer.
- 7.3. Fully carrying out the legal procedures relating to the Merger Transaction in accordance with this Agreement and applicable law.
- 7.4. Prior to the handover of the Company, MTV3 shall be responsible for the proper management and safekeeping of all of the Company's dossiers and documents. At the same time, EVNPECCI shall have the right to access and make copies of all resolutions, decisions, submissions, reports, contracts, agreements, correspondence and other documents that EVNPECCI deems necessary in connection with the performance of this Agreement. The handover of MTV3's dossiers, supporting documents and assets to EVNPECCI shall be carried out in accordance with the Merger Agreement and recorded in a Handover Minutes (which shall constitute an integral part of this Agreement). Only after EVNPECCI has received the full handover of all of the Company's dossiers shall EVNPECCI assign personnel to take over and manage such dossiers;
- 7.5. Bearing the costs relating to the implementation of the Merger Transaction as agreed with EVNPECCI.

ARTICLE 8. UNDERTAKINGS OF EVNPECCI

EVNPECCI undertakes to perform the following obligations:

- 8.1. Fully carrying out the legal procedures relating to the Merger Transaction in accordance with this Agreement and applicable law.
- 8.2. Resolving any related complaints and disputes after the Merger Transaction has been completed.
- 8.3. Bearing the costs relating to the implementation of the Merger Transaction as agreed with MTV3;

ARTICLE 9. TRANSFER OF ASSETS AND LABOR UTILIZATION PLAN

- 9.1. EVNPECCI shall succeed to all Assets from MTV3 as of the Completion Date in accordance with applicable law.
- 9.2. EVNPECCI shall succeed to all rights and obligations of MTV3, including: the labor contracts currently entered into between MTV3 and MTV3's employees. The appointment and assignment of work for management positions and professional departments, and the rearrangement of labor, shall be decided by EVNPECCI in accordance with its organizational model and Company Charter. EVNPECCI shall fully succeed to all other rights and obligations of MTV3 in accordance with applicable law;

- 9.3. All dossiers and documents relating to the organization and operation of MTV3 from its establishment to the Completion Date shall be transferred to EVNPECCI when the two parties carry out the handover in accordance with this Agreement, and shall be recorded in the Handover Minutes.

ARTICLE 10. CONFIDENTIALITY

10.1. Scope of confidential information

“Confidential Information” includes but is not limited to:

- (a) Information relating to:
 - (i) customers, partners, projects;
 - (ii) design dossiers, technical drawings, technological solutions;
 - (iii) financial and accounting data, internal reports;
 - (iv) business strategy, bid pricing;
 - (v) personnel lists, human resource policies;
- (b) All dossiers, documents and data (in any form) of the Merged Company;
- (c) Information arising during the negotiation and implementation of the Merger Transaction.

10.2. Confidentiality obligations

The Parties undertake to:

- (a) Not disclose Confidential Information to any third party;
- (b) Not use Confidential Information for any purpose other than the performance of this Agreement;
- (c) Apply necessary measures to protect such information as it would protect its own assets;

10.3. Exceptions

Information shall not be regarded as a breach of confidentiality if it:

- (a) Has been lawfully made public;
- (b) Is provided at the request of a competent State authority;
- (c) Is disclosed with the written consent of the other party;

10.4. Duration of confidentiality

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The confidentiality obligation shall be effective:

- (a) Throughout the term of this Agreement;
- (b) And shall continue for a period of 05 years from the Completion Date;

ARTICLE 11. EFFECTIVENESS OF THE AGREEMENT

11.1. This Agreement shall take effect as of the Signing Date.

11.2. This Agreement shall terminate in the following cases:

- (a) The Merger Transaction has been completed in accordance with Article 2.2 of this Agreement, or at such other time as agreed by the two parties;
- (b) Pursuant to a written agreement of the Parties to terminate the Agreement;
- (c) Other cases as provided by law.

ARTICLE 12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. This Agreement shall be interpreted and governed by the laws of Vietnam.

12.2. In the event of any dispute relating to this Agreement, the Parties shall endeavor to resolve it through negotiation and conciliation in good faith. If the Parties fail to reach agreement on a resolution, the dispute shall be submitted to the competent People's Court in Hanoi for resolution in accordance with the laws of Vietnam.

ARTICLE 13. GENERAL PROVISIONS

13.1. This Agreement shall supersede all prior agreements, negotiations and memoranda of understanding between the Parties relating to the Merger Transaction under this Agreement.

13.2. Neither Party may assign its rights or obligations under this Agreement to another party without the prior written consent of the other Party.

13.3. All notices and communications between the Parties relating to the Agreement shall be made in writing and sent to the addresses of the Parties stated at the beginning of the Agreement.

13.4. The parties shall agree on a detailed process/plan for coordinating the implementation of the merger procedures after the two parties sign the Merger Agreement and the legal procedures have been approved by the authorized representatives of both parties;

13.5. In the course of carrying out the merger procedures, if any matters arise that are not provided for in the Agreement or that conflict with the provisions of the Agreement, or where changes result from law, policy or a fundamental change in circumstances, the parties shall discuss together to make amendments or supplements. Such amendments and supplements shall form an integral part of the Merger Agreement.

13.6. Any amendment or supplement to this Agreement must be agreed in writing by the Parties.

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- 13.7. This Agreement is made in 08 (eight) originals of equal legal validity, each Party retaining 02 (two) originals, with the remaining originals to be submitted to the competent State authorities.

IN WITNESS WHEREOF, the representatives of the Parties have signed this Agreement on the date stated at the beginning of the Agreement.

ON BEHALF OF
POWER ENGINEERING
CONSULTING JOINT STOCK
COMPANY 1



Full name: Nguyen Kim Cuong
Position: Chief Executive Officer

ON BEHALF OF
DA NANG POWER ENGINEERING
CONSULTING COMPANY LIMITED 3



Full name: Nguyen Hong Tuan
Position: Chairman cum Director