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Mr. Nguyen Quoc Trung
Chief Executive Officer
Masan MEATLife Corporation
10th Floor, Central Plaza Tower
17 Le Duan Street, Ben Nghe Ward
District 1, Ho Chi Minh City
Vietnam

Our ref 24-01-00460
Contact Trieu Tich Quyen/ Pham Cong Thanh

Date: 14 October 2024

Dear Mr. Nguyen Quoc Trung,

Financial Statement Audit Engagement Letter – 31 December 2024

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

This letter is effective for services performed for the annual accounting period ending 31 December 2024 and each subsequent accounting period unless otherwise agreed in writing.

Scope of the Services

We will audit the separate financial statements and the consolidated financial statements of of Masan MEATLife Corporation (“the Company”) and its subsidiaries (collectively referred to as “the Group”) presented in Vietnam Dong, which comprise the separate and consolidated balance sheets as at 31 December of each annual accounting period from 2024, the separate and consolidated statements of income and cash flows for the years then ending, and a summary of significant accounting policies and other explanatory notes (hereafter referred as “the Financial Statements”).

We will conduct the audit in accordance with Vietnamese Standards on Auditing with the objective of expressing an opinion about whether the Financial Statements are prepared, in all material respects, in accordance with Vietnamese Accounting Standards, the Vietnamese Accounting System for enterprises and the relevant statutory requirements applicable to financial reporting.



Our Responsibility and Limitations of Services

In conducting the audit, we will comply with ethical requirements. Further, we will perform procedures to obtain sufficient and appropriate audit evidence to provide a basis for our opinion on the Financial Statements. Those procedures involve performing procedures to obtain audit evidence about the amounts and disclosures in the Financial Statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the Financial Statements, whether due to fraud or error. In making those risk assessments, we will consider the Company's internal control relevant to the preparation and fair presentation of the Financial Statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. We will also evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements.

Our audit is planned and performed to obtain reasonable, but not absolute, assurance as to whether the Financial Statements are free of material misstatement, whether due to fraud or error. Absolute assurance is not attainable because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system and the characteristics of fraud. Therefore, there is an unavoidable risk that material errors, fraud (including fraud that may be an illegal act), and other illegal acts may exist and not be detected by an audit of financial statements performed in accordance with Vietnamese Standards on Auditing. Also, an audit is not designed to detect matters that are immaterial to the Financial Statements.

Upon completion of our audit, we will issue a written audit report in English and Vietnamese which will be addressed to the Company's shareholders. We cannot provide assurance that an unqualified opinion will be rendered. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement. If, during the performance of our audit procedures, circumstances arise which make it necessary for us to withdraw from the engagement, we will communicate to you and those charged with governance our reasons for withdrawal.

If the Financial Statements referred to above and our audit report thereon are to be included in another document issued by the Company, e.g., Annual Report of the Company, we will read the other information included in that document and consider whether such other information is materially inconsistent with the audited Financial Statements. However, our audit does not include the performance of procedures to corroborate such other information (including forward-looking statements).

The objective of our audit is not to report on the Company's internal control, and we are not obligated to search for material weaknesses as part of our audit of the Financial Statements. A material weakness is a control deficiency, or combination of control deficiencies, that could have a material effect on the financial statements.

While the objective of our audit of the Financial Statements is not to report on the Company's internal control and we are not obligated to search for material weaknesses as part of our audit, we will communicate, in writing, material weaknesses to you and those charged with governance to the extent they come to our attention.





To the extent that they come to our attention, we will inform those charged with governance about any material errors and any instances of fraud or illegal acts. Further, to the extent they come to our attention we will also communicate to those charged with governance fraud that involves senior management or that, in our judgment, causes a material misstatement of the Financial Statements and illegal acts that come to our attention, unless they are clearly inconsequential.

Management's Responsibilities

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- (a) For the preparation and fair presentation of the Financial Statements in accordance with Vietnamese Accounting Standards, the Vietnamese Accounting System for enterprises and the relevant statutory requirements applicable to financial reporting;
- (b) For such internal control as management determines is necessary to enable the preparation of Financial Statements that are free from material misstatement, whether due to fraud or error; and
- (c) To provide us with:
 - (i) Access to all information of which management is aware that is relevant to the preparation of the Financial Statements such as records, documentation and other matters;
 - (ii) Additional information that we may request from management for the purpose of the audit; and
 - (iii) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Management is also responsible for (1) identifying and ensuring that the Company and the Group comply with laws and regulations applicable to its activities and for informing us of any known material violations of such laws and regulations; (2) safeguarding assets; (3) selecting and applying appropriate accounting policies; and (4) making accounting estimates that are reasonable in the circumstances. Management is also responsible for informing us the results of its assessment of the risk that the Financial Statements may be materially misstated as a result of fraud. Our audit of the Financial Statements does not relieve the management of these responsibilities.

The management is also responsible to close the accounting records in respect of the Financial Statements including the recognition and measurement of all provisions, accruals, and valuation reserves as required by the applicable accounting standards, in a timely manner and before commencement of the audit or such other date as may be agreed between the Company and KPMG Limited Branch ("KPMG"). The management also agrees that all records, documentation and information we request in connection with our audit will be made available to us, that all material information will be disclosed to us, and that we will have the full cooperation of the Company and the Group's personnel. When and if for any reason the Company and the Group are unable to close the accounting records in a timely manner or prepare the accounting records in accordance with the applicable accounting standards or provide such records, documentation and information and assistance from the Company and the Group's personnel as is normal and reasonable in the circumstances, and this results in additional time being spent by KPMG on completing the audit, this may result in additional fees becoming payable.

Management is also responsible for adjusting the Financial Statements to correct material misstatements.



As required by Vietnamese Standards on Auditing, we will make specific enquires of management and others about the representation embodied in the Financial Statements and the effectiveness of internal controls. Those standards also require that we obtain from certain members of the management of the Company a representation letter which covers these matters and which affirms that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the Financial Statements taken as a whole. The results of our audit tests, the responses to our inquiries and the written representations, constitute the material which we will rely upon in forming an opinion on the Financial Statements.

Because of the importance of management's representation to the effective performance of our audit, the Company hereby releases KPMG and its personnel from any claims, liabilities and all costs relating to our audit attributable to any misrepresentations or omissions by the management of the Company.

The Company agrees that if the Company will distribute or publish the Financial Statements, either separately or included in another document, and the Company will indicate that the Financial Statements have been audited by us or there is a reasonable expectation of the users of the Financial Statements that the Financial Statements have been audited, the Company shall ensure that our audit report thereon will be distributed or published together with the Financial Statements. This does not remove the Company's obligation to first obtaining our consent pursuant to the section "Restrictions on Use" below.

If our audit report on the Financial Statements is to be included in another document to be published by the Company and the Group, the management is responsible for informing us about this and shall provide us with a draft copy of such document for our reading before such document is published. Our responsibility in relation to reading such document is described in section "Our Responsibility and Limitations of Services" above.

Restrictions on Use

The Company shall not quote KPMG's name, whether directly or through implication, in any material other than the Financial Statements specified in this engagement letter, without KPMG's prior written consent. The definitive version of the audit report shall be that bearing KPMG's original manuscript signature and KPMG shall not be responsible or liable for any errors or inaccuracies appearing in any reproduction in any form or medium.

The Company shall not carry out any publication of the audit report by whatever means without first obtaining KPMG's consent, except for submission to the Company's shareholders, potential investors, who are presently not identified, in the circumstances that the Company's management shall determine to be appropriate, and to relevant authorities or otherwise required by law. KPMG may, without limitation, withhold its consent to the publication of the audit report except for circumstances provided in this paragraph if it is to be published in an inappropriate manner.

It is and shall remain the responsibility of the Company to ensure that any such publication properly presents the audit report and avoid inappropriate or unauthorised associations.

Extraction and Use of Data

It may be necessary or convenient for the Company to use KPMG-owned or -licensed software, software agents, scripts, technologies, tools or applications (collectively "KPMG Technology") designed to extract data from the Company's electronic books and records systems or other systems (collectively, "Systems"), in connection with the audit.

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The Company understands and agrees that it is solely responsible for following appropriate change management policies, processes and controls relating to use of such technology (including without limitation appropriate backup of the Company's information and Systems) (collectively, "Change Management Processes") before such KPMG Technology is utilised to extract data from the Systems. In the event the Company fails to use such Change Management Processes or if such Change Management Processes prove to be inadequate, the Company acknowledges that the Systems and/or KPMG Technology may not function as intended.

In consideration of the foregoing, KPMG hereby grants the Company the right to use KPMG Technology solely to facilitate the Company's necessary or convenient provision of information to KPMG in connection with the audit, and this grant does not extend to any other purposes or use by third parties outside of your organisation without our prior written approval, provided that third party contractors of the Company having a need to know in order to perform their services to the Company are permitted to use KPMG Technology to the extent necessary for such parties to perform such services, so long as the Company exercises the same level of care to protect such KPMG Technology and KPMG confidential information as it uses to protect its own confidential information but in no event less than reasonable care.

Other than as expressly permitted hereby, the Company agrees to keep KPMG Technology confidential, using no less than a reasonable standard of care to protect it from unauthorised disclosure or use, and to notify KPMG of any legal compulsions to disclose it, in accordance with the provisions governing legal demand of confidential information which appear in this engagement letter with respect to which the KPMG Technology is being used, mutatis mutandis.

If the KPMG Technology is subject to any third party license terms and conditions before being provided to the Company, the Company may be required to accept such terms and conditions before using the KPMG Technology, in which case KPMG will provide such license terms and conditions to the Company in writing before the Company elects to use the KPMG Technology.

The Company also understands and agrees that KPMG member firms, with the assistance of third parties as outlined above, may use all the Company's information for other purposes consistent with our professional standards, such as improving the delivery or quality of audit and other services or technology to you and to other clients, thought leadership projects, to allow you and other clients to evaluate various business transactions and opportunities, and for use in presentations to you, other clients and non-clients. When your information is used outside of KPMG member firms or such third parties assisting them as outlined above, the Company will not be identified as the source of the information.

Fees

The professional fee for this service for the year ending 31 December 2024 is VND361,832,500. The professional fee is based on the degree of responsibility and skill involved and the necessary time occupied on the work.

Fees for any special projects, such as research and/or consultation on special business or financial issues, will be billed separately from the audit fee for professional service set forth in this letter and may be subject to written arrangements supplemental to those in this letter.



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Professional fee will be invoiced by KPMG as follows:

- 50% on commencing interim audit fieldwork;
- 40% on commencing final audit fieldwork;
- 10% on submission of the final audit report to the Company; and
- Any additional fees will be invoiced as agreed.

Circumstances encountered during the performance of this service (including, without limitation, the failure of the Company and the Group to comply with its responsibilities under this engagement letter) could cause KPMG to incur additional time or expense exceeding initial expectation to deliver the service. An additional fee will be agreed between the Company and KPMG based on the additional time and expenses incurred or to be incurred. KPMG will endeavour to notify the Company of any such circumstances as they are ascertained.

Fees for services in subsequent accounting periods will be agreed with the Company in writing as an addendum to this engagement letter. Fee levels for subsequent periods are not expected to decrease unless there is a reduction in scope.

Where our work has commenced for a subsequent year and fees for that year have not yet been agreed to by the Company and KPMG, our interim billing will be based on the immediate preceding year fees and the above billing schedule and percentages. You agree to pay such interim invoices in accordance with the payment term set out in this engagement letter pending an agreement on the fee for that subsequent year, and that you will not delay payment of interim invoices beyond the payment term. Once the fees for that subsequent year have been agreed to by the Company and KPMG, we will adjust for any increase/decrease in the agreed fees as compared to the immediate preceding year fees in the next invoice on a cumulative basis.

Billing information

E-invoices for the service will be issued to:

Client's name: Masan MEATLife Corporation
Address: 10th Floor, Central Plaza Tower, 17 Le Duan Street
Ben Nghe Ward, District 1
Ho Chi Minh City, Vietnam
Telephone: +84 28 6256 3862
Fax: +84 28 3827 4115
Email: thinhnn@mml.masangroup.com
kimmh@mml.masangroup.com
nhilht@mml.masangroup.com
Account No: 10225142453010 (VND)
At: Vietnam Technological and Commercial Joint Stock
Bank, Saigon Branch
VAT Code: 0311224517
Represented by: Nguyen Quoc Trung
Position: Chief Executive Officer



The e-invoices will be sent to the email address provided above by:

Service provider's name: KPMG Limited Branch
Address: No. 115, Nguyen Hue Street
Ben Nghe Ward, District 1
Ho Chi Minh City, Vietnam
Telephone: +84 28 3821 9266
Fax: +84 28 3821 9267
Account No: (USD): 37280017901/SWIFT code: SCBLVNVX
(VND): 90280017901
At: Standard Chartered Bank (Vietnam) Limited
VAT Code: 01-00112042-001
Represented by: Trieu Tich Quyen
Position: Deputy General Director

By accepting the terms of this Engagement Letter, you acknowledge that the above invoicing email address is appropriate and valid for all tax and regulatory purposes in connection with this engagement and that you shall be responsible for notifying us of any change to the invoicing email address.

Terms and Conditions of Business

We accept this engagement on the basis that our Terms and Conditions of Business, as set out in Appendix 1, will apply to this work and govern our relationship with you. This letter is the "Engagement Letter" mentioned in our Terms and Conditions of Business. Please read these terms and conditions carefully.

For the purpose of this Engagement Letter, the Terms and Conditions of Business are modified as follows:

- Articles 5.1 and 9.1 do not apply.
- Article 13.2 is modified as follows:
"We shall have the right to appoint sub-contractors to assist us in providing the Services. Where we appoint sub-contracts under this clause, we may share Confidential Information with them. We are still responsible for ensuring confidentiality if Confidential Information is shared with such parties."
- Article 20 is modified as follows:
"This Agreement and all aspects of our engagement and our performance of the Services are governed by, and construed in accordance with, the laws applicable of Vietnam. Any dispute arising out of or in relation with this Agreement shall be discussed and resolved amicably between the parties. If the parties are unable to agree on how to resolve the dispute within 60 days from the date when the dispute occurs, the issue will be resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration. The number of arbitrators shall be one (01). The place of arbitration shall be Ho Chi Minh City. The language to be used in the arbitral proceedings shall be Vietnamese."

Both parties may terminate the recurring engagement after the completion of each period's engagement and all outstanding amounts have been settled.

The continuance of our provision of service under this engagement letter in future periods, shall be subject to KPMG's completion of the client and engagement continuance procedures required by KPMG internal policy.

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For subsequent periods engagements, where KPMG's terms and conditions of business have changed, a revised Engagement Letter including the new terms and conditions of business will be issued for agreement, otherwise the existing terms and conditions as agreed in this contract will continue to apply until this contract is superseded or terminated.

Such revised engagement letter will become effective once counter-signed by an authorised representative of the Company.

Confirmation

This engagement letter and the enclosed Terms and Conditions of Business will serve as a contract binding parties upon being signed and accepted by Masan MEATLife Corporation and KPMG.

This engagement letter is issued in English and Vietnamese. If there are any discrepancies between the two versions, the Vietnamese version shall prevail.

Please confirm your agreement to and acceptance of the terms of this letter and the attachments by signing and returning to us the enclosed copy. If there are any aspects that you wish to discuss, please do not hesitate to contact us.

Yours sincerely,



Trieu Tich Quyen
Deputy General Director

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I/we confirm our acceptance to the above and attached Terms and Conditions of Business for and on behalf of Masan MEATLife Corporation.

Signed and sealed:



Signature

Name Nguyen Quoc Trung

Position Chief Executive Officer

Date 14 Oct 2024

TERMS AND CONDITIONS OF BUSINESS

1. Introduction

- 1.1. KPMG has set out in this document our basic terms and conditions of business (the "Terms"), which, together with the attached Engagement Letter/Proposal/Contract (together called "this Agreement"), will apply to all work KPMG undertakes for you with respect to this engagement. If there is any conflict between these Terms and the Engagement Letter/Proposal/Contract, then the Engagement Letter/Proposal/Contract shall prevail.
- 1.2. The meanings of the following words and phrases which are widely used in these Terms and Conditions of Business shall be as set out below:

Services – the services to be delivered by us under the Engagement Letter/Proposal/Contract.

KPMG or we (or derivatives) – the KPMG contracting party as identified by the Engagement Letter/Proposal/Contract.

You (or derivatives) – the addressee (or addressees) of the Engagement Letter/Proposal or the contracting party that engages KPMG.

KPMG Persons – the KPMG contracting party, each and all of its partners, members, directors, employees and agents, as the case may be, together with any other body or entity controlled by us or owned by us or associated with us and each and all of its partners, members, directors, employees and agents and "KPMG Person" shall mean any one of them.

Engagement Team – shall mean, collectively or individually, KPMG Persons (excluding corporate bodies, entities or firms) who is or are involved in providing the Services.

Partner – Any KPMG Person having the title "partner" (whatever that KPMG Person's legal status).

Other Beneficiaries – any and each person or organization identified in the Engagement Letter/Proposal/Contract (other than you) as a beneficiary of the Services or any product thereof.

Other KPMG Person(s) – shall mean, collectively or individually, KPMG Persons who are not members of the Engagement Team.

These definitions shall apply wherever these words and phrases are used in this Agreement.

2. Our services

KPMG will provide the Services and will use all reasonable commercial efforts to provide the Services in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard.

3. Confidential Information

- 3.1. We may acquire sensitive information concerning your business or affairs in the course of providing the Services ("Confidential Information"). In relation to Confidential Information, we shall comply with the confidentiality standards of the Code of Ethics for Accountancy and Auditing Profession issued by the Ministry of Finance of Vietnam and we shall adhere to the confidentiality

restrictions imposed on us by any other authority with whose requirements we are bound to comply, as well as any obligations imposed on us by law. KPMG Persons shall be entitled to comply with any requirement of law, of our regulatory body or any other authority with whose requirements KPMG Persons are bound to comply to disclose Confidential Information.

- 3.2. We may share information relating to you, our relationship with you and the Services (including Confidential Information) with Other KPMG Persons in order to identify and mitigate any KPMG quality, conduct or risk management issues, including independence and conflict checks and quality and compliance reviews within KPMG member firms. We may also allow access by other parties such as third-party service providers or subcontractors providing support services to KPMG to information (including Confidential Information) for administrative, technological and clerical/organizational purposes. Certain such information may be used, retained, processed and stored outside of Vietnam and may be subject to disclosure requirements in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Vietnam laws.
- 3.3. We shall remain responsible for preserving confidentiality if Confidential Information is shared with Other KPMG Persons or accessed by such other parties.
- 3.4. This clause shall not apply where Confidential Information properly enters the public domain. This clause shall not prohibit our disclosure of Confidential Information where we wish to disclose it to our insurers or legal or other professional advisers, in which event we may do so in confidence only.
- 3.5. For the purposes of marketing or publicizing or selling KPMG's services, we may wish to disclose that we have performed work (including the Services) for you, in which event we may identify you by your name (or by the name of the group that you are a member of) and may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain.

4. Your obligations

- 4.1. You agree to pay for the Services in accordance with this Agreement.
- 4.2. To enable us to perform the Services, you shall supply promptly all information and assistance and all access to documentation in your possession, custody or under your control and to personnel under your control where required by us. You shall use your best endeavours to procure these where not in your possession or custody or under your control. You shall inform us of any information or developments which may come to your notice and which might have a bearing on the Services. You shall supply information in response to our enquiries (if any) to enable us to comply with our responsibilities to make disclosures to relevant authorities in respect of money laundering or any other criminal activity that we may encounter during performance of the Services.
- 4.3. We may rely on any instructions or requests made or

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notices given or information supplied, whether orally, electronically or in writing, by any person whom we know to be or reasonably believe to be authorized by you to communicate with us for such purposes.

- 4.4. We may receive and rely on information from you or from other sources in the course of providing the Services.

To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraudulent representations, misrepresentations of information or withholding of information material to the Services, irrespective of whether such fraudulent representations, misrepresentations or failure to disclose is on your part or that of other information sources, unless such fraudulent representations, misrepresentations or withholding of material information is evident to us without further enquiry.

- 4.5. You undertake that if anything occurs after information is provided by you to KPMG to render such information untrue, unfair or misleading, you will promptly notify KPMG and, if required by KPMG, take all necessary steps to correct any announcement, communication or document issued which contains, refers to or is based upon, such information.
- 4.6. You acknowledge that information made available by you, or by others on your behalf, to, or which is otherwise known by KPMG Persons who are not engaged in the provision of the Services, shall not be deemed to have been made available to the Engagement Team.
- 4.7. Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for:
- the management, conduct and operation of your business and your affairs;
 - deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other products of the Services supplied by us;
 - making any decision affecting the Services, any product of the Services, your interests or your affairs;
 - the delivery, achievement or realization of any benefits directly or indirectly related to the Services which require implementation or action by you.

You further agree to designate an individual who possesses suitable skill, knowledge and experience to:

- be responsible at all times for your decisions with respect to the Services or any product of the Services;
 - provide oversight of the Services and evaluate the adequacy of the results of the Services for your purpose; and
 - accept responsibility for the actions, if any, to be taken arising from the results of the Services.
- 4.8. Where you require us or the nature of the Services is such that it is likely to be more efficient for us to perform work at your premises or using your computer systems or telephone networks, you shall ensure that all

arrangements are made for access, security procedures, virus checks, facilities, licences or consents as may be required (without cost to us).

- 4.9. You shall not, directly or indirectly, solicit the employment of any member of the Engagement Team while the Services are being provided or for a period of 6 months following their completion or following termination of this Agreement, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any KPMG Persons who may respond to any such campaign.

5. Information

- 5.1. We may obtain some of the information and data to be used in the delivery of the Services from internet websites, publicly available sources and external sources (hereinafter "Information"). Such Information will be used and presented in good faith and is believed to be correct. KPMG makes no representations or warranties as to the completeness or accuracy of Information. Information is used or supplied upon the condition that the recipients will make their own determination as to its suitability for their purposes prior to use. In no event will KPMG be responsible for losses or damages of any nature whatsoever resulting from the use of or reliance upon Information or the Service to which Information refers.
- 5.2. Nothing contained in our Services is to be construed as a recommendation to use any product, process, equipment or formulation in conflict with any patent or copyright, and KPMG makes no representations or warranties, express or implied, that the use thereof will not infringe any patents or copyrights. No representations or warranties, either express or implied, of merchantability, and fitness for a particular purpose or of any other nature, are made hereunder with respect to Information.
- 5.3. KPMG makes no commitment to review the reliability of, to update or correct any Information that is sourced from the internet, publicly available and/or external sources.

6. Privacy

- 6.1. We are committed to complying with national privacy regulations and the applicable KPMG privacy policies when collecting, holding or disclosing personal and sensitive personal information concerning your shareholders, members, customers, employees and other individuals with whom you have dealings ('Stakeholders'). Our Privacy Policy is available at www.kpmg.com.vn.
- 6.2. KPMG may be required to collect, retain, use and disclose personal information about individuals while providing the Service. You represent and warrant that: (i) you will obtain from individuals all consents required by law to permit KPMG to collect, use and disclose all personal information reasonably required to provide the Service, and (ii) you have provided, or will provide, notice of KPMG's potential processing of information outside of Vietnam to all individuals whose personal information is or may be disclosed to KPMG.
- 6.3. You consent to KPMG sending to you, your officers, directors and employees, as applicable, electronic messages (including emails) relating to KPMG products and services and other matters that may be of interest to you.

7. Benefit of report

- 7.1. You acknowledge and agree that any advice, recommendations, information or work product provided to you by KPMG in connection with this Agreement is for your sole use. You agree that if you make such advice, recommendations, information or work product available to any third party, you will notify such third party, in writing, that KPMG's advice, recommendations, information and work product was for your sole benefit and based on the specific facts and circumstances and the scope of KPMG's Agreement with you and is not intended to be relied upon by any other person. In the event of a claim by any third party relating to our Services under this Agreement that arises out of a breach by you or any of your officers directors and employees of this paragraph you agree to indemnify and hold harmless KPMG Persons from all such claims, liabilities, costs and expenses (including legal fees and disbursements). Notwithstanding the foregoing, (i) in the event of a disclosure made by you that is required by law, that is made to a regulatory authority having jurisdiction over you, or that is made pursuant to Clause 7.4, no such notification shall be required and (ii) no such notification shall be required with respect to disclosures expressly authorized by this Agreement.
- 7.2. During the supply of our Services, we may supply oral, draft or interim advice, reports or presentations but in such circumstances our written advice or final written report shall take precedence. No reliance should be placed by you on any oral, draft or interim advice, reports or presentations.
- 7.3. KPMG shall not be under obligation in any circumstance to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.
- 7.4. Where we assist you with tax matters ("Tax Services") and:
- at the time of engagement or at any point thereafter, you are, or you are an affiliate of, an entity that is registered with the United States Securities and Exchange Commission and you are (or such affiliate is) audited by a KPMG Person (i.e., you are an SEC Registered Audit Client), or
 - the Tax Services involve the delivery of U.S. tax advice;
 - no provision in this Agreement is or is intended to be construed as a condition of confidentiality in relation to such Tax Services.

In this clause, the term "affiliate" is interpreted as that term is used by the United States Securities and Exchange Commission with reference to auditor independence standards. The term "condition of confidentiality" refers to transactions in which a tax advisor places a limitation on disclosure by the taxpayer of the tax treatment or tax structure of the transaction and the limitation on disclosure protects the confidentiality of that advisor's tax strategies (i.e., a confidentiality clause).

- 7.5. If you are an SEC Registered Audit Client and we are providing a Tax Service, you shall promptly inform us of any conditions of confidentiality imposed at any time by other tax advisers with respect to any transaction on which our advice is requested.

8. Use of e-mail, internet, online collaboration tools and/or other electronic communication systems

- 8.1. You acknowledge that we may correspond or convey documentation via email and/or the internet and/or other electronic means unless you expressly request otherwise. However, you shall not rely on and we accept no responsibility for, or liability in relation to, any of our advice, opinions, reports or recommendations transmitted via email and/or the internet and/or other electronic means unless such advice, opinions, reports or recommendations was signed or transmitted by a Partner (or by another authorized person) or is subsequently confirmed by a letter signed by a Partner (or by another authorized person).
- 8.2. During the supply of our Service, if we are instructed and authorized by you, or by any person whom we know to be or reasonably believe to be authorized by you, to use your online collaboration tools or other electronic communication systems, including those supplied by other parties, to transmit and receive information, including Confidential Information, you will be responsible for providing us with all necessary licenses and/or permissions to use such tools and systems; you will also retain responsibility for managing the use of the tools and systems, including managing information security risks.
- 8.3. In connection with any use of e-mail, internet, online collaboration tools and/or other electronic communication systems, under this Agreement, you accept the inherent risks including the security risks of interception or of unauthorized access, interference to communications, corruption, delay or non-delivery of communications or data, failure/ unavailability of system or internet connection and the risks of viruses and other harmful devices, and that you shall perform virus checks on all communication and data sent to or received from KPMG Persons.

9. Fees, expenses and payment terms

- 9.1. Out-of-pocket expenses such as travelling, telecommunication expenses, photocopying, etc. and any other applicable official fees incurred in connection with the Services will be charged to you in addition to our fee quoted unless otherwise specifically stated.
- 9.2. The consideration payable for any supply made or to be made under this Agreement is exclusive of any Value Added Tax ("VAT") or withholding taxes applied outside of Vietnam. You agree that the consideration payable for any such supply shall be increased by an amount equal to the amount of VAT payable by KPMG or withholding taxes applicable in respect of that supply. If you are exempt from such taxes or entitled to a reduced or zero VAT rate under Vietnamese tax regulations or as a consequence of an agreement between Vietnam and other countries or international organizations, you agree to provide KPMG with appropriate documentation evidencing your tax status as may be required by KPMG, in our sole discretion, to enable KPMG to issue an invoice or invoices at a reduced or zero VAT rate. In the event that the fiscal authorities in Vietnam do not accept the reduced or zero VAT rate for such supply, you agree that you will pay the required (additional) tax (plus any applicable penalties and interest) to KPMG within 30 days of being advised by KPMG that the tax is payable.
- 9.3. You agree to pay the specified fee (as well as VAT and



disbursements) in relation to the Services within 30 days of the date of each invoice. KPMG will have the right to increase the amount due to us by an amount equivalent to the average interbank interest rate as announced by the State Bank of Vietnam plus 2% per annum on overdue balances.

- 9.4. If we are required (pursuant to any order, subpoena, directive or other legal or regulatory process) to produce documents and/or information, answer enquiries, attend court or meetings or deal with any similar requests in relation to the Services for, or by, any judicial, regulatory, administrative or similar body or entity (including without limitation, any foreign regulator or similar), you shall reimburse us at standard billing rates for our professional time and expenses, including reasonable legal fees, incurred in dealing with those matters where our actions were not the subject of such requirements.
10. **Problem resolution**
- 10.1. We aspire to embed in our culture the attributes that we feel distinguish our brand and contribute to the difference that you experience when you engage KPMG. If at any time you would like to discuss with us how the Services can be improved or if you have a complaint about the Services provided, you are invited to telephone the Partner or director, as the case may be, identified in the Agreement. We will investigate any complaint promptly and do what we can to resolve the difficulties.
- 10.2. If the problem cannot be resolved, the parties agree to enter into mediation, or some other form of alternative dispute resolution, before commencing legal proceedings.
- 10.3. In the event of a dispute, or where fees remain unpaid beyond the due date, we reserve the right to suspend provision of the Services until such times as the dispute is resolved or the fees are paid. Suspension of the Services will not affect your obligation to pay us for Services rendered to the date of suspension.
11. **Knowledge and conflicts**
- 11.1. In this clause "**Barriers**" shall mean safeguards designed to facilitate the protection of each client's interests and may include (for example): separate teams, their geographical and operational separation and/or access controls over data, computer servers and electronic mail systems.
- 11.2. The Engagement Team shall not be required, expected or deemed to have knowledge of any information known to Other KPMG Persons which is not known to the Engagement Team.
- 11.3. The Engagement Team shall not be required to make use of or to disclose to you any information, whether known to them personally or known to Other KPMG Persons, which is confidential to another client.
- 11.4. KPMG Persons may be providing services to, or be approached to deliver services to, another party or parties who has or have interests which compete or conflict with yours (a "Conflicting Party" or "Conflicting Parties").
- 11.5. KPMG Persons are and shall remain free to deliver services to Conflicting Parties, except that where the interests of the Conflicting Party conflict with yours specifically and directly in relation to the subject matter of the Services:

- the Engagement Team shall not deliver services to the Conflicting Party; and
- Other KPMG Persons may deliver services to the Conflicting Party where appropriate Barriers are put in place. The effective operation of such Barriers shall constitute sufficient steps to avoid any risk of a breach of our duty of confidentiality to you.

We seek to identify Conflicting Parties in the circumstances set out in this clause. If you know or become aware that a KPMG Person is advising or proposing to advise such a Conflicting Party, you shall inform us promptly.

- 11.6. Where a party has engaged us to deliver services before you have done so and subsequently circumstances change, we may consider that, even with Barriers operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the Agreement and we shall be entitled to do so on notice taking effect immediately on delivery, but we shall consult you before we take that step.
12. **Termination of Agreement**
- 12.1. Each of us may terminate this Agreement by giving at least 30 days' prior notice to the other. Termination shall not affect any rights accrued before termination.
- 12.2. KPMG may terminate this Agreement by giving at least 7 days' prior notice in writing if there has been a change of law, rule, regulation or professional standard or a change in circumstance that would cause the continued provision of Services under this Agreement by KPMG to violate such law, rule, regulation or professional standard or would otherwise, in the reasonable opinion of KPMG, prejudice KPMG's ability to comply with any applicable auditor independence requirement.
- 12.3. Termination must be effected by written notice served on the other.
- 12.4. Clauses 1.2, 3, 4, 5, 6, 7.1, 7.3, 9, 10, 11, 12.4, 14 15, 16 and 18 shall survive termination of this Agreement, together with any other provision stated to survive termination or which, by implication, is intended to survive.
13. **Assignment and sub-contractors**
- 13.1. Neither you nor KPMG shall have the right to assign the benefit (or transfer the burden) related to and arising out of this Agreement to another party without the prior written consent of the other party.
- 13.2. We shall have the right to appoint sub-contractors to assist us in providing the Services. Where we appoint sub-contractors under this clause, we may share Confidential Information with them.
14. **Limitation of liability**
- 14.1. You agree that the maximum liability of each and all KPMG Persons in contract or tort or under statute or otherwise for any loss or damage suffered by you (whether direct, indirect or consequential) in connection with this Agreement, including (without limitation) liability for any negligent act or omission or misrepresentation of KPMG, shall be limited to the amount of professional fees



- paid to KPMG in respect of the Services and you agree to release each and all KPMG Persons from all claims arising in connection with the Services to the extent that their liability in respect of such claims would exceed the amount of those professional fees.
- 14.2. To the extent permitted by law, you agree that to the extent that any loss or damage suffered by you is attributable to negligence, fault or lack of care on your part or on the part of any person for whom you are responsible, KPMG Persons are not liable (in contract, tort or otherwise) for the loss or damage.
- 14.3. We accept the benefit of the limitations in clause 14.1 and clause 14.2 above on our own behalf and as agent and trustee for each and all other KPMG Persons who may be or might have been involved in providing the Services.
- 14.4. With respect to any claims arising from or under this Agreement, you and Other Beneficiaries of the Services shall not bring any claim against any KPMG Person other than the KPMG contracting party in respect of loss or damage suffered by you or by Other Beneficiaries arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability of the KPMG contracting party as a firm or company for the acts or omissions of any other KPMG Person.
15. **Indemnities**
- To the maximum extent permitted by law you agree to indemnify and hold harmless KPMG Persons from, and against, any and all costs, expenses, losses, claims, demands, actions, suits, or proceedings paid, incurred, or suffered or made or initiated against KPMG Persons by any third party arising out of, or in connection with, this Agreement.
16. **Ownership**
- We shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of our working papers. You shall acquire ownership of any product of the Services in its tangible form upon full payment of our fees and expenses for any such product. For the purposes of providing services to you or other clients, we and other KPMG Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through providing the Services.
17. **Anti-bribery and corruption**
- 17.1. We are committed to complying with all applicable anti-bribery and anti-corruption legislation to which we are subject and, in connection with the provision of the Services under this Agreement, KPMG Persons shall comply with all anti-bribery and corruption laws applicable to this Agreement.
- 17.2. You represent and warrant that during the course of the provision of the Services, you (and any associated entity or persons) and/or your officers, directors, employees and agents shall avoid conduct that may give the impression of involvement in bribery and corruption in relation to the Services and shall not take any action that would cause us to be in violation of any applicable anti-bribery and/or anti-corruption legislation to which we are subject.
18. **Interpretation of regulations and future changes**
- You will appreciate that the Vietnamese regulations are frequently being changed, both prospectively and retrospectively. However, unless provided for in the Agreement, the Services provided will not be updated to take into account subsequent changes to regulations. We are unable to give any guarantee or provide any assurance that our interpretation of any relevant regulation will ultimately be sustained in the event of challenge by the relevant authorities.
19. **Force majeure**
- If the performance of this Agreement by a party, is prevented or restricted by reason of fire, storm, flood, earthquake, war, pandemic, labour dispute, transportation embargo, law, order, or directive of any government in matters relating to this Agreement, or any other act or condition beyond the reasonable control of that party, then the party is excused for such performance to the extent of the same, but will use its best efforts to avoid or remove the causes of non-performance and to cure and complete performance with the utmost dispatch.
20. **Governing laws and jurisdiction**
- This Agreement and all aspects of our engagement and our performance of the Services are governed by, and construed in accordance with, the laws applicable in the country of Vietnam. Any dispute arising out of or in relation with this Agreement shall be discussed and resolved amicably between the parties. If the parties are unable to agree on how to resolve the dispute within 60 days from the date when the dispute occurs, the issue will be resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration. The number of arbitrators shall be one (01). The place of arbitration shall be Ho Chi Minh City. The language to be used in the arbitral proceedings shall be English.
21. **Entire agreement**
- This Agreement details the entire agreement of the parties in relation to the engagement of KPMG to provide the Services. All prior agreements, arrangements and understandings in relation to this engagement of KPMG by you are merged in and superseded by the agreement evidenced in this Agreement.
22. **Variation**
- 22.1. No variation of this Agreement will be valid unless confirmed in writing by authorized signatories of both parties on or after the date of signature of the Agreement.
- 22.2. Each clause or term of the Agreement constitutes a separate and independent provision. If any of the provisions of the Agreement are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.