



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

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No.: /2026/NQ-HĐQT

Hà Nội, ..... / 06 / 2026

**RESOLUTION**

Re.: Approval of Authorization Agreements between NCB and AMC

**BOARD OF DIRECTORS**

- Pursuant to the Law on Credit Institution 2024;
- Pursuant to the Charter of National Citizen Commercial Joint Stock Bank;
- Pursuant to the Regulation on organization and operation of the Board of Directors of NCB;
- Pursuant to Resolution No. 518/2026/NQ-HĐQT dated 28/4/2026 of the Board of Directors regarding the policy on segregation of debt portfolios for debt settlement and recovery activities at NCB (hereinafter referred to as "Resolution No. 518/2026");
- Pursuant to Proposal No. 37/2026/TTr-AMC dated 25/5/2026 of National Citizen Bank Asset Management Company Limited (AMC) regarding approval of the Authorization Agreements between NCB and AMC and the documents attached thereto;
- Pursuant to Vote Counting Minutes No. .... /2026/BBKP-HĐQT dated ...../6/2026.

**RESOLVES:**

**Article 1.** Approval of the following Authorization Agreements between NCB and AMC:

- 1.1. Principal Agreement on Authorization for Debt Settlement and Recovery;
- 1.2. Authorization Agreement for Litigation and Judgment Enforcement Activities;
- 1.3. Authorization Agreement for Non-Litigation and Non-Judgment-Enforcement Activities.

*(The Authorization Agreements between NCB and AMC listed above are hereinafter collectively referred to as the "Agreements" and are attached to this Resolution).*

**Article 2.** Implementation:

- 2.1. AMC shall implement fully and properly all provisions of the Agreements, comply with applicable laws, NCB's regulations and approvals granted by NCB's Competent Authorities;
- 2.2. The Chief Executive Officer of NCB is assigned to:

- a. Organize the implementation of the provisions of the Agreements and execute all related documents within his/her authority in accordance with NCB's regulations and applicable laws;
- b. Organize the transfer of debts to AMC in accordance with the debt portfolio segregation policy approved by the Board of Directors under Resolution No. 518/2026, ensuring compliance with NCB's regulations, the regulations of the State Bank of Vietnam and applicable laws, and execute all related documents;
- c. Consider, decide upon and organize the transfer of debts outside the scope specified in Resolution No. 518/2026 to AMC, based on NCB's actual debt settlement requirements from time to time, in order to ensure effective debt settlement and recovery while maintaining full compliance with NCB's regulations, the regulations of the State Bank of Vietnam and applicable laws, and execute all related documents.

**Article 3.** This Resolution shall take effect from ...../6/2026. Within the scope of their respective authority and responsibilities, all relevant units and individuals shall be responsible for implementing this Resolution.

**FOR THE BOARD OF DIRECTORS**

**Recipients:**

- BOD, SB (for reporting);
- CEO, AMC, Risk Management Div.,  
Legal Div., Finance Management  
Div. (for implementing);
- Administrative Office, BOD Office.

**SOCIALIST REPUBLIC OF VIET NAM**

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**PRINCIPAL AGREEMENT ON AUTHORIZATION  
FOR DEBT SETTLEMENT AND RECOVERY**

**(No.:...../2026/HĐNT.XLN/NCB-AMC)**

- Pursuant to the Civil Code No. 91/2015/QH13 dated 24/11/2015 and its implementing regulations;
- Pursuant to the Law on Enterprises No. 59/2020/QH14 dated 17/6/2020 and its implementing regulations;
- Pursuant to Circular No. 31/2025/TT-NHNN dated 30 September 2025 of the State Bank of Vietnam;
- Pursuant to the Charter of National Citizen Commercial Joint Stock Bank;
- Pursuant to the Charter of National Citizen Bank Asset Management Company Limited;
- Pursuant to the needs and capabilities of each Party;

Today, on ..... / ..... / ....., the Parties hereto are:

**PARTY A: NATIONAL CITIZEN COMMERCIAL JOINT STOCK BANK**

Head Office : Số 25 Lê Đại Hành, phường Hai Bà Trưng, thành phố Hà Nội

Telephone : Fax:

Tax Code / Enterprise Registration Number: 1700169765

Represented by : **Ms. BÙI THỊ THANH HƯƠNG**

ID number : 036180006173 issued by the Police Department for Administrative Management of Social Order on 25/7/2021

Position : Chairwoman of the Board of Directors  
(hereinafter referred to as “Party A” or “NCB”)

**PARTY B: NATIONAL CITIZEN BANK ASSET MANAGEMENT COMPANY LIMITED**

Address : 28C – 28D phố Bà Triệu, phường Cửa Nam, thành phố Hà Nội

Telephone : Fax:

Tax Code / Enterprise Registration Number:

Represented by : **Mr. Lê Việt Phúc**

Position : Director

(hereinafter referred to as “Party B” or “AMC”)

After discussion and mutual agreement, the Parties hereby enter into this Principal Agreement on Authorization for Debt Settlement and Recovery (the "**Agreement**") with the following terms and conditions:

**ARTICLE 1. DEFINITIONS**

- 1.1. *NCB*: means National Citizen Commercial Joint Stock Bank.
- 1.2. *AMC*: means National Citizen Bank Asset Management Company Limited.
- 1.3. *Competent Authority of NCB* means the authority competent to approve debt settlement plans and debt settlement expenses in accordance with NCB's internal regulations and/or applicable laws from time to time.
- 1.4. *Responsible NCB Unit* means any unit directly responsible for managing customer information, debt files and debt exposures in accordance with NCB's regulations and organizational structure.
- 1.5. *Transferred Debt (Debt)* means any overdue debt or non-performing loan arising from loan agreements, credit facilities or other credit documents under which the Borrower, Security Provider or Related Party is obligated to make payment to NCB and which is transferred by NCB to AMC for resolution pursuant to this Agreement. Specific Transferred Debts shall be determined in accordance with notices issued by NCB from time to time.
- 1.6. *Debt File* means all documents, records and materials relating to a Debt and its Collateral Assets, generated during the credit granting process and debt recovery process, and transferred to AMC from time to time.
- 1.7. *Customer* means a Borrower or Debtor, including any organization or individual granted credit by NCB and obligated to repay a Debt.
- 1.8. *Security Provider*: means any organization or individual that uses assets owned by it to secure the repayment obligations relating to a Debt owed to NCB. A Security Provider includes, without limitation, a pledgor, mortgagor, depositor, escrow provider, guarantor and any other security party recognized by law.
- 1.9. *Collateral Asset(s)* means assets used to secure the Customer's repayment obligations in respect of the Debt.
- 1.10. *Debt Settlement* means the application of necessary measures and actions to recover a Debt while maximizing and protecting the lawful rights and interests of NCB.
- 1.11. *Parties*: means NCB and AMC collectively.

**ARTICLE 2. SUBJECT MATTER AND NATURE OF THE AGREEMENT**

- 2.1. This Agreement is a principal agreement establishing the authorization mechanism and coordination framework between NCB and AMC in relation to debt settlement and recovery activities.
- 2.2. In the event that the Parties enter into any agreement(s) relating to a specific Transferred Debt containing provisions that differ from those set out in this Agreement, such agreement(s) relating to that specific Transferred Debt shall prevail and apply to such case.

- 2.3. NCB authorizes AMC to act on behalf of NCB in carrying out debt settlement and recovery activities with respect to the Transferred Debts assigned under this Agreement. Such authorization shall not alter NCB's status as a party to the credit relationship(s) with the Customer and shall not give rise to any transfer of ownership of the Transferred Debt from NCB to AMC.

**ARTICLE 3. SCOPE OF AUTHORIZATION AND AUTHORIZED ACTIVITIES**

- 3.1. NCB hereby authorizes AMC to act on behalf of NCB in carrying out activities relating to the settlement and recovery of Transferred Debts, including but not limited to the following:
- a. To receive Transferred Debts; to take delivery of and repossess Collateral Assets securing such Transferred Debts for the purpose of debt settlement and recovery in accordance with applicable laws;
  - b. To manage and settle the received debts through various measures, including monitoring, debt collection, direct debt recovery, realization of Collateral Assets for debt recovery purposes, sale of debts to organizations and individuals, and other methods permitted by law;
  - c. To manage and dispose of Collateral Assets through various measures, including inspection, custody, sale of Collateral Assets and other methods as agreed under the relevant security agreements in compliance with applicable laws; and to exploit and utilize Collateral Assets in accordance with laws governing secured transactions and the performance of secured obligations;
  - d. To work directly with and demand performance from Customers, Security Providers, competent government authorities and other relevant organizations and individuals during the process of settlement and recovery of Transferred Debts and the management and disposal of Collateral Assets.
  - e. To carry out other activities relating to the receipt, management and settlement of Transferred Debts and the management, exploitation and disposal of Collateral Assets, including but not limited to:
    - To execute documents, records and agreements in the course of managing and settling Transferred Debts and managing, exploiting and disposing of Collateral Assets, including but not limited to:
      - + Debt Repayment Notices; notices/decisions regarding the disposal of Collateral Assets, debt recovery and repossession of Collateral Assets; notices and documents relating to the release of security interests in connection with the disposal of Collateral Assets and/or the return of Collateral Assets to Customers; other notices issued to Customers relating to approved debt settlement plans and collateral disposal plans; minutes of meetings and working sessions in connection with debt settlement and disposal of Customers' Collateral Assets; applications, registrations, requests for information and data, notices of collateral disposal, decisions on collateral disposal, applications for registration of amendments and other procedures with competent Government Authorities,

- secured transaction registration authorities and/or other relevant organizations and individuals;
- + To execute auction service agreements, valuation service agreements, consultancy agreements, surveying and measurement agreements, security service agreements, transportation agreements, construction agreements, asset lease agreements, bailiff service agreements, statement of findings, auction sale and purchase agreements and other contracts and agreements.
  - + To execute debt sale and purchase agreements with the Vietnam Asset Management Company (VAMC), debt sale and purchase agreements with other organizations and individuals, and related documents and records.
  - + To execute reports, notices, correspondence and other documents relating to debt settlement activities for submission to competent Government Authorities (including but not limited to Courts, Judgment Enforcement Authorities, Police Authorities, Procuracies and the State Bank of Vietnam) and other relevant organizations and individuals during the process of debt settlement and recovery.
  - To organize and conduct activities relating to the management and settlement of Transferred Debts and the management, exploitation and disposal of Collateral Assets in accordance with the documents referred to above..
  - f. To conduct activities relating to litigation and judgment enforcement, including:
    - To execute documents and records in connection with litigation and judgment enforcement activities, including but not limited to: statements of claim; petitions for resolution of civil matters; appeals; requests for arbitration; petitions for cassation review or reopening review; documents amending, supplementing, withdrawing in whole or in part procedural claims; counterclaims, independent claims; applications and documents relating to the provision, verification and collection of evidence; applications for the application, amendment or cancellation of interim measures; and other documents and records arising during the resolution of cases and matters; requests for judgment enforcement; requests for withdrawal, in whole or in part, of judgment enforcement applications; requests for postponement of judgment enforcement; requests for the application of security measures and enforcement measures in judgment enforcement proceedings; receipts and acknowledgements for monies, assets and related documents received during judgment enforcement proceedings; denunciations; requests for withdrawal or amendment, in whole or in part, of denunciations; and correspondence and communications with Courts, Procuracies, Judgment Enforcement Authorities, Investigation Authorities and other relevant authorities, organizations and individuals for the purpose of debt settlement and recovery,...
    - To submit, lodge, receive and collect files and documents at Courts, Judgment Enforcement Authorities and other competent Government Authorities;

- To provide files, documents and evidence; participate in hearings and court sessions; pay and receive court fees, advances on court fees, charges and fees in accordance with applicable laws; carry out judgment enforcement procedures, including the realization, liquidation and auction sale of Collateral Assets (if any); request Courts, Judgment Enforcement Authorities or other competent Government Authorities to apply, amend or cancel interim emergency measures; request the application of security measures and compulsory enforcement measures; provide NCB's account information for the refund of advances on court fees, recovery proceeds and other amounts payable through judgment enforcement proceedings, or directly receive cash payments from Judgment Enforcement Authorities; and perform other necessary procedures to protect the lawful rights and interests of NCB.
  - To represent NCB in legal proceedings at all levels of adjudication as plaintiff, defendant, person with related rights and obligations, or in any other capacity prescribed by law;
  - To exercise all procedural rights and perform all procedural obligations of NCB in accordance with applicable laws.
- g. To carry out other activities relating to the receipt, management and settlement of Transferred Debts and the management, exploitation and disposal of Collateral Assets in accordance with applicable laws.
- h. In carrying out the authorized activities set out above, AMC shall ensure compliance with and adherence to all contents approved by the Competent Authority of NCB.
- 3.2. NCB authorizes AMC to decide upon, approve and organize the implementation of debt settlement plans and measures in respect of the Transferred Debts within the scope and limits of authority delegated by NCB as set out in Appendix 02 attached hereto.
- 3.3. NCB authorizes AMC to decide upon, approve and implement debt settlement expenses in respect of the Transferred Debts within the scope and limits of authority delegated by NCB in accordance with Article 6 of this Agreement.
- 3.4. With respect to debt settlement plans and measures that fall outside AMC's authority as specified in Appendix 02 hereto, and debt settlement expenses that fall outside AMC's authority as specified in Article 6 hereof, AMC shall be responsible for submitting such matters to the Competent Authority of NCB and implementing them strictly in accordance with the debt settlement plans, measures and expenses approved by the Competent Authority of NCB.

#### **ARTICLE 4. TERM OF THE AGREEMENT**

This agreement shall remain in effect from the effective date until such time as (i) the Parties mutually agree to terminate this Agreement; or (ii) NCB issues a decision terminating this Agreement.

#### **ARTICLE 5. SERVICE FEES, PAYMENT METHOD AND PAYMENT PERIOD**

- 5.1. Service fee:** The Debt Recovery Service Fee shall be calculated based on the debt recovery results and the nature of the relevant Transferred Debt, in accordance with Appendix 01 attached hereto.
- 5.2. Payment Method:**  
The Service Fee shall be paid by bank transfer in accordance with AMC's payment request.
- 5.3. Payment Period:**
- a. The Service Fee shall be calculated based on the debt recovery results determined as of the 25th day of each month;
  - b. The Service Fee shall be paid in a lump sum within five (05) Business Days from the date NCB receives a complete Payment Package in accordance with Appendix 01 to this Agreement.

**ARTICLE 6. AUTHORITY TO APPROVE DEBT SETTLEMENT EXPENSE:**

- 6.1. NCB authorizes AMC to approve Debt Settlement Expenses within the following limits:
- a. To approve and/or endorse proposals, advances and payments for hospitality expenses relating to debt settlement activities in respect of Transferred Debts assigned to AMC, with a maximum limit of VND 30,000,000 (*thirty million Vietnamese Dong*) per occurrence, inclusive of all applicable taxes.
  - b. To approve and/or endorse proposals, advances and payments for expenses relating to debt settlement activities in respect of Transferred Debts assigned to AMC, with a maximum limit of VND 400,000,000 (*four hundred million Vietnamese Dong*) per occurrence, inclusive of all applicable taxes, for categories of debt settlement expenses supported by notices or requests from competent Government Authorities and expenses incurred during collateral disposal activities, including but not limited to: security services, valuation services, auction services, preparation of Statements of Findings (vi bản), parking fees, transportation expenses, surveying and measurement expenses, asset maintenance expenses, warehouse and storage rental expenses, and other expenses supported by valid invoices.
  - c. For Debt Settlement Expenses exceeding the limits specified in this Article, AMC shall obtain prior approval from the Competent Authority of NCB before implementation.
- 6.2. All expenses referred to above shall ultimately be borne by NCB on the basis of valid invoices and supporting documents issued under NCB's tax identification information. AMC shall be entitled to advance such expenses in order to ensure the timely implementation of debt settlement activities and may subsequently request reimbursement or settlement with NCB on a periodic basis or upon completion of the relevant matter. AMC shall be responsible for maintaining off-balance-sheet tracking of all expenses paid or advanced through NCB for the purposes of management, reconciliation and internal control

- 6.3. All expenses relating to AMC's employee-related expenses and ordinary operating expenses incurred in connection with debt settlement and recovery activities (including but not limited to salaries, allowances, telephone expenses, labor equipment, business travel expenses and transportation expenses) shall be borne by AMC.

## **ARTICLE 7. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **7.1. Rights and Obligations of AMC:**

- a. AMC shall be responsible for disseminating the contents of this Agreement and ensuring that all units and individuals involved in debt settlement and recovery activities within AMC are fully aware of and understand the provisions hereof.
- b. AMC shall apply proactive measures and use its best efforts to safeguard NCB's interests and ensure the prompt recovery of the Transferred Debts assigned to AMC.
- c. AMC shall comply with all procedures, requirements and provisions of applicable laws and/or NCB's internal regulations relating to the settlement of Transferred Debts assigned by NCB. AMC shall ensure the safe management, control and settlement of the Transferred Debts assigned to it.
- d. AMC shall be responsible for all approval decisions made within the scope of authority delegated by NCB.
- e. AMC shall indemnify NCB for any loss or damage arising from AMC's breach of this Agreement;
- f. AMC shall prepare debt settlement plans, reports, risk-mitigation measures, debt recovery measures and other relevant documents for submission to the Competent Authority of NCB (except for Transferred Debts falling within AMC's approval authority under Appendix 02) and shall implement debt settlement and recovery activities strictly in accordance with the plans approved by the Competent Authority of NCB;
- g. AMC shall periodically, or on an ad hoc basis, report the results of debt settlement activities in respect of the Transferred Debts and consolidate debt recovery reports upon NCB's request. AMC shall promptly notify NCB of any unusual circumstances relating to the Transferred Debts, particularly where there are indications of potential loss affecting NCB's debt recovery claims and/or recovered assets;
- h. Upon completion of its work, AMC shall return to NCB all original documents, records and supporting documents relating to the Debt File for NCB's retention and safekeeping (if any);
- i. AMC shall maintain the confidentiality of all information provided by NCB, information collected during the performance of the authorized activities and other related information, except where disclosure is required by a competent Government Authority or is necessary for the resolution of a matter before a competent authority in accordance with applicable laws.

- j. AMC may further delegate part or all of the authorized activities to a third party with NCB's prior written consent. Delegation to AMC's employees or officers shall not require NCB's consent, except where otherwise required by law;
- k. AMC shall have such other rights and obligations as provided for in this Agreement and under applicable laws.

**7.2. Rights and Obligation of NCB:**

- a. NCB shall have the right to inspect and supervise AMC's performance of the authorized activities.
- b. NCB shall approve proposals, reports, debt recovery plans, risk-mitigation measures and debt settlement measures submitted by AMC (except for matters falling within AMC's approval authority under Appendix 02). The scope of approval authority shall be determined based on each debt settlement measure and the applicable regulations, policies and authority framework governing credit risk settlement issued by NCB from time to time. Any approval or rejection decision must be made in writing.
- c. NCB shall be entitled to receive all debt recovery proceeds and other benefits arising from AMC's settlement and recovery of the authorized Transferred Debts.
- d. NCB shall be entitled to monitor advances made by AMC and AMC's reimbursement obligations in respect thereof;
- e. NCB shall have the right to require AMC to provide files, documents and reports relating to the settlement and recovery of the Transferred Debts;
- f. NCB shall have the right to suspend and/or require adjustment of any debt settlement plan or measure if NCB determines that AMC has exceeded the scope of authority delegated to AMC under Appendix 02 hereto.
- g. NCB shall cooperate with and provide support to AMC in carrying out procedures and activities that require NCB's direct participation;
- h. NCB shall ensure that the Responsible NCB Units fully and timely transfer the Debt Files in accordance with this Agreement and shall provide, and be responsible for, the completeness, accuracy and authenticity of all information and documents relating to the authorized Transferred Debts;
- i. The Responsible NCB Units shall arrange and designate contact personnel to coordinate with and support AMC in carrying out debt recovery activities when necessary;
- j. NCB shall carry out all necessary procedures in relation to the Customer, Security Provider and/or other persons with related rights and obligations after AMC has completed the debt settlement and recovery process, including but not limited to: loan repayment settlement and closure of credit agreements, termination of security arrangements, release of Collateral Assets and return of title documents and other asset-related documents;
- k. NCB shall have such other rights and obligations as provided for in this Agreement and under applicable laws.

**ARTICLE 8. IMPLEMENTATION PROVISIONS**

- 8.1. The Appendices, Handover Minutes, Notices and other documents issued by NCB to AMC in connection with the implementation of this Agreement shall constitute integral and inseparable parts of this Agreement.
- 8.2. Termination and Transitional Provisions:
- a. As from the Effective Date of this Agreement, the Principal Agreement numbered 1809/2024/HĐNT.XLN/NCB-AMC dated 30/8/2024 (Principal Agreement No. 1809) shall terminate and cease to have effect in its entirety.
  - b. Non-performing loans and overdue debts previously transferred by NCB to AMC for settlement and recovery under Principal Agreement No. 1089 and for which AMC has not yet completed settlement and recovery activities ("Unresolved Debts") shall continue to be governed by the provisions of this Agreement without requiring re-transfer procedures under Appendix 01 hereto. Any notices, transfer documents or other instruments relating to such Unresolved Debts that were established prior to the Effective Date of this Agreement shall continue to constitute integral and inseparable appendices to this Agreement.
  - c. In respect of debts previously transferred by NCB to AMC for settlement and recovery that do not fall within the category of Unresolved Debts specified in Point b of this Clause, but for which AMC has not completed settlement and recovery activities, AMC shall be responsible for returning such debts to NCB for further handling.
- 8.3. Any amendment or supplement to this Agreement must be agreed upon by the Parties in writing. Such amendment or supplement documents shall constitute integral and inseparable parts of this Agreement.
- 8.4. This Agreement shall take effect from the date of execution and is made in four (04) original counterparts of equal legal validity, of which each Party shall retain two (02) counterparts for implementation./.

**NATIONAL CITIZEN  
COMMERCIAL  
JOINT STOCK BANK**

**NATIONAL CITIZEN BANK  
ASSET MANAGEMENT COMPANY**

**APPENDIX 01****TRANSFER OF DEBTS AND DEBT RECOVERY SERVICE FEES**

*(Attached to the Principal Agreement  
on Authorization for Debt Settlement and Recovery  
No.: /2026/HĐNT.XLN/NCB-AMC)*

**1. ESTABLISHMENT AND IMPLEMENTATION OF THE TRANSFER OF TRANSFERRED DEBTS****1.1 Establishment and implementation of the transfer of debts:**

- 1.1.1 Where NCB wishes to authorize AMC to carry out settlement and recovery activities in respect of Transferred Debts, NCB shall issue a Notice on the Transfer of Transferred Debts to AMC for settlement and recovery, or another document of equivalent effect.
- 1.1.2 The authorization for settlement and recovery of a Transferred Debt shall be deemed duly established between the Parties from the time NCB transfers such Transferred Debt in accordance with the Notice referred to in Clause 1.1.1 above.

**1.2 Transfer of Authorized Debts:**

1.2.1 NCB shall hand over the Debt Files relating to the authorized Debts to AMC, including but not limited to the following documents (the contents of each Debt File may vary depending on the specific debt; AMC may request amendments and/or additional documents on a case-by-case basis):

- a. Credit agreements, amendments, supplements, appendices and debt acknowledgment documents (photocopies or scanned copies);
- b. Security agreements, amendments, supplements and appendices thereto (photocopies or scanned copies);
- c. Applications for registration of secured transactions (photocopies or scanned copies);
- d. Collateral Asset files (photocopies or scanned copies);
- e. Customer appraisal reports (photocopies or scanned copies);
- f. Credit approval documents issued by the Competent Authority (photocopies or scanned copies);
- g. Minutes of meetings with Customers and Customer undertakings (photocopies or scanned copies);
- h. Overdue Debt Notices and interest-rate adjustment notices (photocopies or scanned copies);
- i. Documentation relating to repossession of Collateral Assets, whether through voluntary surrender or public posting of repossession notices with local authorities;
- j. Litigation files (Statements of Claim, powers of attorney for court proceedings) (photocopies or scanned copies);
- k. Legally effective Judgments and/or Decisions Recognizing the Settlement Agreement of the Parties (photocopies or scanned copies);

- l. Judgment enforcement files, including requests for judgment enforcement, verification of judgment enforcement conditions, minutes of meetings with Judgment Enforcement Authorities and Customers, and notices issued by Judgment Enforcement Authorities (photocopies or scanned copies);
  - m. Debt Settlement Expense records recorded in NCB's accounting books up to the handover date, together with any Debt Settlement Expenses not yet recorded in NCB's accounting books (if any);
  - n. Other relevant documents and records (if any).
- 1.2.2 Within three (03) Business Days from the date of execution of the List of Authorized Debts, the Responsible NCB Unit managing the transferred debt shall hand over the complete Debt File to AMC. The handover of the Debt File between the Parties must be documented in writing.
- 1.2.3 Notification of Authorization for Debt Settlement to AMC:  
Within three (03) Business Days from the date of execution of the Debt Transfer Handover Minutes, the Responsible NCB Unit managing the transferred debt shall notify the Borrower, the Security Provider and any person having related rights and obligations in writing of the authorization granted to AMC for debt settlement and recovery activities.
- 1.2.4 Upon completion of the procedures specified in Clauses 1.2.1 and 1.2.2 of this Section, AMC shall directly carry out all activities relating to the settlement and recovery of the transferred debts. The Responsible NCB Units shall only carry out activities relating to debt settlement and recovery upon AMC's request or proposal (except for matters falling within NCB's authority as expressly provided in this Agreement).
- 1.3 Coordination in the Performance of Work:**
- 1.3.1 AMC shall proactively carry out the settlement and recovery of the Transferred Debts;
- 1.3.2 NCB shall be responsible for coordinating with and supporting AMC in procedures and recovery activities requiring NCB's direct participation (including but not limited to the execution of procedural documents, official correspondence, powers of attorney and other related documents).
- 1.3.3 The Responsible NCB Units shall provide all originals and/or copies of documents and records contained in the Debt Files upon AMC's reasonable request and in accordance with applicable laws.
- 1.3.4 The Responsible NCB Units shall coordinate with AMC in calculating and determining the value of the Transferred Debts.
- 1.3.5 The Responsible NCB Units shall coordinate with AMC in resolving complaints raised by the Borrower, the Security Provider and/or persons having related rights and obligations in relation to the Transferred Debts.
- 1.3.6 Where events arise that adversely affect the implementation of debt recovery plans/measures or plans/measures for the settlement and exploitation of assets for

debt recovery purposes (including but not limited to force majeure events as prescribed by law; changes in the legal framework or regulations relating to the authorized debts; fluctuations in economic and social conditions, etc.), AMC shall notify NCB in writing and propose alternative remedial measures.

- 1.3.7 Where AMC detects any signs of violation or unusual situations/events that may adversely affect NCB's assets, reputation, information security or system security, AMC shall promptly notify NCB so that NCB may take preventive and corrective measures.
- 1.3.8 Where AMC determines that a Transferred Debt is no longer recoverable, AMC shall submit a written report to NCB, including a detailed analysis of the reasons why recovery is no longer possible and/or the reasons why the Collateral Assets cannot be realized for debt recovery purposes, together with specific recommendations for further handling;
- 1.3.9 Where AMC wishes to change a debt settlement measure previously agreed upon by the Parties, AMC shall submit the matter to NCB for consideration and approval (except for Debt Settlement Measures falling within AMC's authority as specified in Appendix 02). The submission shall clearly state the reasons for the proposed change and the debt settlement measure proposed to be applied. AMC may only implement the change after obtaining approval from the Competent Authority of NCB.
- 1.3.10 Any waiver or reduction of obligations granted to a Customer for the purpose of debt recovery shall be implemented in accordance with the provisions of Appendix 02.
- 1.3.11 Management of Debt Recovery Proceeds:
  - a. AMC shall guide Customers regarding debt repayment procedures. All debt repayments shall be made directly to NCB.
  - b. Where debt recovery proceeds are paid directly into the Customer's account maintained at NCB, NCB shall promptly notify AMC thereof.
  - c. Where AMC recovers debt through the realization and sale of Collateral Assets and receives payment directly, AMC shall transfer the recovered amount to the account designated by NCB within five (05) Business Days from the date of recovery.

#### **1.4 Debt Recovery Results Reporting:**

AMC shall be responsible for consolidating, preparing and submitting to NCB reports on debt settlement activities and debt recovery results relating to the Transferred Debts handled by AMC. Such reports shall be submitted periodically during the first week of the following month.

#### **1.5 Termination of the Agreement:**

Upon termination of the Agreement, AMC shall return to NCB all original documents and records contained in the Debt Files received by AMC, together with all documents evidencing debt recovery activities carried out by AMC (if any). The

handover of original documents, records and supporting documentation shall be documented in writing and acknowledged by both Parties.

## **2. SERVICE FEES**

- 2.1 The Service Fee shall be calculated based on the actual debt recovery proceeds collected from the debts authorized to AMC. The specific Service Fee shall be agreed between NCB and AMC from time to time, taking into account the nature of each debt, provided that the Service Fee shall not exceed three percent (3%) of the actual debt recovery proceeds (including principal, interest and related fees). Where the Parties have not reached a specific agreement, the default Service Fee shall be three percent (3%) of the actual debt recovery proceeds (including principal, interest and related fees).
- 2.2 The Service Fee under this Agreement does not include value-added tax (VAT), expenses incurred in connection with debt settlement activities that are payable to competent Government Authorities (including court fees, judgment enforcement fees and similar charges), expenses relating to the realization and auction sale of Collateral Assets, or expenses relating to outsourced services (including legal services, debt recovery consultancy services and other similar services, if any). Where it is necessary to engage outsourced services exceeding AMC's approval authority under Article 6 of this Agreement, AMC must obtain NCB's approval prior to implementation.
- 2.3 Procedures and Time Limits for Results Reconciliation and Periodic Debt Position Reporting:
- a. Before the 5th day of month T+1, AMC shall submit a Summary of Debt Settlement Results achieved by its Debt Settlement Officers during month T;
  - b. Before the 10th day of month T+1, NCB's Accounting Department shall provide AMC with a report on debt balances relating to debt settlement activities for reconciliation purposes;
  - c. Before the 15th day of month T+1, AMC shall confirm the debt balances with NCB based on the reconciled data of the Parties.
- 2.4 The Payment Package shall comprise the following documents:
- a. Payment Request;
  - b. List of Debt Transfers from NCB to AMC (*Form BM03/QĐ.TD.XX*);
  - c. Acceptance Minutes Confirming Debt Recovery Results (*Form BM06/QĐ.TD.XXX*);
  - d. Minutes of Settlement of Recovered Debts (*Form BM07/QĐ.TD.XXX*);
  - e. Debt Transfer Notices and/or Debt Allocation Notices issued by NCB, or equivalent documents and notices (*as approved by NCB from time to time*);
  - f. Valid financial invoice;
  - g. Other lawful and valid supporting documents (if any).

**APPENDIX 02**  
**SCOPE OF AUTHORITY DELEGATED TO AMC**  
**FOR DEBT SETTLEMENT APPROVAL**  
*(Attached to the Principal Agreement*  
*on Authorization for Debt Settlement and Recovery)*  
*No.: /2026/HĐNT.XLN/NCB-AMC*

**ARTICLE 1. PRINCIPLES OF DELEGATION OF AUTHORITY**

1.1. The Parties agree that the allocation of authority for approving debt settlement activities shall be based on the following principles:

- a. Compliance with applicable laws and NCB's internal regulations;
- b. Ensuring risk control and the operational safety of NCB;
- c. Enhancing AMC's proactiveness, flexibility and effectiveness in debt settlement activities.

1.2. NCB delegates to AMC certain authority to approve debt settlement activities in respect of the Transferred Debts, within the scope and limits specified in this Appendix. Accordingly, AMC shall have the authority to approve debt settlement measures and decide on the implementation of debt settlement measures in respect of the Transferred Debts within the limits set out herein.

1.3. The exercise by AMC of the authority delegated under this Appendix shall not alter NCB's rights and responsibilities in respect of the debts under applicable laws.

1.4. The Director of AMC, or a person lawfully authorized by the Director of AMC, shall have the authority to approve debt settlement activities and decide on the implementation of debt settlement measures within the scope specified herein.

1.5. AMC shall not implement any debt settlement measure exceeding the authority delegated under this Appendix.

## **ARTICLE 2. SPECIFIC SCOPE AND LIMITS OF AUTHORITY**

<b>No.</b>	<b>Description</b>	<b>AMC Authority</b>
<b>1</b>	<b>Approval of debt settlement measures relating to Collateral Assets</b>	
1.1	Repossession and voluntary surrender of Collateral Assets	Applicable to all customers with total outstanding credit exposure $\leq$ VND 100 billion
1.2	Disposal of Collateral Assets (sale of Collateral Assets; acceptance of Collateral Assets in satisfaction of debt obligations; replacement of Collateral Assets; and other debt settlement measures relating to Collateral Assets)	Applicable to all customers with total outstanding credit exposure $\leq$ VND 100 billion. The Collateral Asset must fully cover the outstanding principal, interest and fees. <i>Debt reduction measures may be combined, provided that the total amount of reduction does not exceed the limits specified in Section 4 of this Appendix.</i>
2	Debt Settlement Measures through Litigation and Judgment Enforcement Proceedings	Applicable to all customers with total outstanding credit exposure $\leq$ VND 100 billion: <ul style="list-style-type: none"> <li>- Sale of Collateral Assets through Judgment Enforcement Authorities: provided that full recovery of principal is ensured;</li> <li>- Payment by the Customer/Security Provider/third party for the release of Collateral Assets through Judgment Enforcement Authorities: provided that full recovery of principal and interest is ensured;</li> </ul>

No.	Description	AMC Authority
		<i>Debt reduction measures may be applied concurrently, provided that the total amount of reduction complies with the limits specified in Section 4 of this Appendix</i>
3	Change in debt recovery priority (principal, interest, fees)	Applicable to all customers with total outstanding credit exposure ≤ VND 100 billion, subject to compliance with SBV regulations.
4	Approval of waiver and reduction of interest and fees	<p>Applicable to all customers with total outstanding credit exposure ≤ VND 100 billion, provided that the total amount waived or reduced does not exceed:</p> <ul style="list-style-type: none"> <li>- Up to 50% of the customer's total outstanding interest and fees and not exceeding VND 500 million; <b>or</b></li> <li>- Up to 100% of the customer's total outstanding interest and fees and not exceeding VND 200 million.</li> </ul>

### **ARTICLE 3. RESPONSIBILITIES OF AMC**

3.1. AMC shall fully comply with applicable laws, AMC's internal regulations and all relevant regulations and requirements of NCB (if any).

3.2. AMC shall ensure that debt settlement approvals and the implementation of debt settlement measures are carried out within the scope of authority delegated under this Appendix and in a proper, effective and purpose-oriented manner.

3.3. AMC shall be accountable to NCB for all approval decisions made pursuant to this Appendix, including liability for any loss or damage arising from such decisions.

3.4. AMC shall submit periodic and/or ad hoc reports to NCB regarding the exercise of the delegated authority upon request.

### **ARTICLE 4. MISCELLANEOUS PROVISIONS**

This Appendix constitutes an integral and inseparable part of the Principal Agreement on Authorization for Debt Settlement and Recovery.

**SOCIALIST REPUBLIC OF VIET NAM**

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**AGREEMENT OF AUTHORIZATION**

*Re.: Participation in litigation and judgment enforcement*

**((No.:...../2026/HĐUQ/NCB-AMC))**

- Pursuant to the Civil Code No. 91/2015/QH13 dated 24/11/2015 and its implementing regulations;
- Pursuant to the Law on Enterprises No. 59/2020/QH14 dated 17/6/2020 and its implementing regulations;
- Pursuant to Circular No. 31/2025/TT-NHNN dated 30 September 2025 of the State Bank of Vietnam;
- Pursuant to the Charter of National Citizen Commercial Joint Stock Bank;
- Pursuant to the Charter of National Citizen Bank Asset Management Company Limited;
- Pursuant to the Resolution No.: ..... dated ...../...../2026 of the Board of Directors of the National Citizen Commercial Joint Stock Bank (NCB) on the approval of this Agreement;
- Pursuant to the needs and capabilities of each Party.

Today, on ..... / ..... / ....., the Parties hereto are:

**PARTY A: NATIONAL CITIZEN COMMERCIAL JOINT STOCK BANK**

Head Office : No. 25 Lê Đại Hành, Hai Bà Trưng Wd., Hà Nội

Telephone : Fax:

Tax Code / Enterprise Registration Number: 1700169765

Represented by : **Ms. BÙI THỊ THANH HƯƠNG**

ID number : 036180006173 issued by the Police Department for Administrative Management of Social Order on 25/7/2021

Position : Chairwoman of the Board of Directors

*(hereinafter referred to as “Party A” or “NCB”)*

**PARTY B: NATIONAL CITIZEN BANK ASSET MANAGEMENT COMPANY LIMITED**

Address : 28C – 28D Bà Triệu Str., Cửa Nam Wd., Hà Nội

Telephone : Fax:

Tax Code / Enterprise Registration Number:

Represented by : **Mr. Lê Viết Phúc**

Position : Director

*(hereinafter referred to as “Party B” or “AMC”)*

After discussion and mutual agreement, the Parties hereby enter into this Agreement of Authorization (the “Agreement”) with the following terms and conditions:

## **Article 1. Scope of Authorization and Authorized activities**

NCB authorizes AMC to represent NCB in carrying out activities relating to litigation and judgment enforcement before competent Government Authorities for the purpose of debt settlement and recovery of non-performing loans and overdue debts owed by NCB's Customers, including the following:

### 1.1 Execution of the following documents:

- a) Statements of Claim; Petitions for Resolution of Civil Matters; Appeals; Requests for Arbitration; Petitions for Cassation Review and Reopening Review; Requests for Suspension of Proceedings; documents requesting amendment, supplementation, withdrawal or partial withdrawal of Statements of Claim, Appeals, Requests for Cassation Review or Requests for Reopening Review before Courts or Arbitral Tribunals; petitions requesting competent authorities to review judgments and decisions under cassation review or reopening review procedures; documents relating to verification and collection of evidence; and other documents and records arising throughout the process of resolving cases and matters, including Reports of Criminal Conduct, crime reports, Requests for Independent Claims in civil proceedings, and Petitions for Commencement of Insolvency Proceedings;
- b) Requests for Judgment Enforcement; documents requesting withdrawal or partial withdrawal of judgment enforcement requests; documents relating to the refund of court-fee advances and judgment-enforcement advances; documents and official correspondence exchanged with Judgment Enforcement Authorities and other relevant authorities regarding matters arising throughout the judgment enforcement process;
- c) Documents requesting postponement of judgment enforcement;
- d) Requests for review of acts showing signs of legal violations; Reports of Criminal Conduct; crime reports; complaints; denunciations; requests for withdrawal of, or amendment to, part or all of the contents of Reports of Criminal Conduct and crime reports; provision and execution of documents, records and supporting materials; payment of fees in accordance with applicable laws during complaint, denunciation and reporting procedures for the purpose of debt settlement and recovery;

- e) Applications requesting the Court to impose, suspend or cancel Interim Emergency Measures;
  - f) Documents requesting Judgment Enforcement Authorities to apply security measures and enforcement measures for judgment enforcement;
  - g) Official correspondence, documents and recommendations submitted to Courts, People's Procuracies, Judgment Enforcement Authorities, Investigation Authorities and other relevant authorities regarding matters arising in the course of debt settlement activities; and documents, records and materials arising from interactions with Investigation Authorities and other procedural authorities at all levels;
  - h) Documents relating to the receipt and handover of funds, assets and other related records and materials arising during the judgment enforcement process;
- 1.2 Submission and filing of the documents specified in Clause 1.1 above, together with other documents arising during the process of resolving cases and matters;
- 1.3 Participation in legal proceedings at all levels of adjudication in the capacity of plaintiff, defendant, petitioner, respondent, or person having related rights and obligations for the purpose of resolving disputes arising from NCB's litigation and judgment enforcement activities;
- 1.4 Submission of documents and evidence to Courts and performance of other necessary acts and procedures before Courts and other competent authorities for the protection of NCB's lawful rights and interests, including:
- a) Payment and receipt of court fees, court-fee advances, fees, charges and other amounts in accordance with applicable laws;
  - b) Participation in and performance of procedures during the judgment enforcement process before Judgment Enforcement Authorities, including auction procedures relating to Collateral Assets (where applicable) for debt recovery purposes;
  - c) Submission of documents and records, and participation in proceedings before Courts at all levels, Arbitral Tribunals and other procedural authorities for the purpose of exercising the rights and fulfilling the obligations of a plaintiff, defendant, or person having related rights and obligations in cases and matters

involving NCB or VAMC and Customers, Security Providers, and other relevant organizations and individuals;

- d) Participation in and performance of procedures relating to matters showing signs of criminal conduct before procedural authorities at all levels (including Investigation Authorities, People's Procuracies and People's Courts); acting in criminal proceedings; and providing documents and evidence as required by competent Government Authorities;
  - e) Decision-making in matters arising during interactions with Customers, Security Providers, relevant organizations and individuals, and procedural authorities during the process of debt recovery, provided that such decisions are made in accordance with the instructions and approvals of the Competent Authority of NCB or AMC;
  - f) Participation in and performance of complaint and denunciation procedures in accordance with applicable laws during the debt settlement and recovery process;
  - g) Performance of other activities arising during the debt settlement and recovery of the debts referred to above.
- 1.5 Request Courts, Judgment Enforcement Authorities, and other competent authorities and individuals to apply Interim Emergency Measures, undertake other necessary procedures, or apply enforcement measures for judgment enforcement in order to protect NCB's lawful rights and interests;
- 1.6 Exercise all other procedural rights and perform all other procedural obligations of NCB in accordance with applicable laws;
- 1.7 Have full authority to make decisions on matters relating to legal proceedings in accordance with the Civil Procedure Code and other applicable laws;
- 1.8 Provide NCB's bank account information to Judgment Enforcement Authorities for the refund of court-fee advances, receipt of judgment enforcement proceeds, or alternatively receive cash directly from the Judgment Enforcement Authority.

## **Article 2. Responsibilities of the Authorized Party**

- 2.1. The Authorized Party shall perform fully and properly the authorized activities on the basis of the approved security and debt recovery measures, in compliance with applicable laws and the provisions of this Authorization Agreement;

- 2.2. The Authorized Party shall act independently and assume full responsibility before the Authorizing Party and under applicable laws for the results of the authorized activities, including activities carried out by any sub-authorized party;
- 2.3. The Authorized Party shall submit periodic or ad hoc reports to the Authorizing Party regarding all activities performed within the scope of this Authorization Agreement;
- 2.4. Where the Authorized Party fails to resolve, or delays in resolving, difficulties and obstacles arising within the scope of the authorized activities, resulting in adverse impacts on NCB's business operations, the Authorized Party shall be liable to the Authorizing Party.
- 2.5. In performing the activities specified in Article 1, the Authorized Party shall be entitled to use AMC's seal on documents and records executed by the Authorized Party;
- 2.6. The Authorized Party shall keep confidential all information relating to the performance of this Authorization Agreement, except where disclosure is required for submission to competent Government Authorities in connection with the authorized activities;
- 2.7. The Authorized Party shall perform other responsibilities in accordance with NCB's regulations and applicable laws.

**Article 3. Sub-Authorization**

- 3.1. Within the scope of the authority granted herein, the Authorized Party may only sub-authorize AMC employees to perform the authorized activities. The scope of such sub-authorization shall not exceed the scope of authority granted by NCB to AMC. AMC shall remain fully responsible to NCB for all acts and obligations of the sub-authorized person in the performance of the authorized activities.
- 3.2. A sub-authorized person shall not further delegate the authority granted to him/her to any other person.
- 3.3. Any sub-authorization must be made in writing. In performing sub-authorized activities under this Article, the sub-authorized person may use AMC's seal on documents and records executed by such person.

**Article 4. Term of Agreement**

- 4.1. This Agreement shall take effect from .....

- 4.2. This Authorization Agreement shall terminate upon the occurrence of any of the following events, whichever occurs first:
- a) The Parties agree to terminate this Authorization Agreement or execute another document replacing or superseding this Authorization Agreement;
  - b) NCB issues a written notice or document terminating this Authorization Agreement.
  - c) Other circumstances as prescribed by applicable laws and NCB's regulations;

4.3. This Agreement is made in two (02) original counterparts of equal legal validity, of which each Party shall retain one (01) counterpart for implementation.

<b>NATIONAL CITIZEN COMMERCIAL JOINT STOCK BANK</b>	<b>NATIONAL CITIZEN BANK ASSET MANAGEMENT COMPANY</b>
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**SOCIALIST REPUBLIC OF VIET NAM**

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**AGREEMENT ON AUTHORIZATION**

**(No.:...../2026/HĐUQ/NCB-AMC)**

- Pursuant to the Civil Code No. 91/2015/QH13 dated 24/11/2015 and its implementing regulations;
- Pursuant to the Law on Enterprises No. 59/2020/QH14 dated 17/6/2020 and its implementing regulations;
- Pursuant to Circular No. 31/2025/TT-NHNN dated 30 September 2025 of the State Bank of Vietnam;
- Pursuant to the Charter of National Citizen Commercial Joint Stock Bank;
- Pursuant to the Charter of National Citizen Bank Asset Management Company Limited;
- Pursuant to the Resolution No.:..... dated ...../...../2026 of the Board of Directors of the National Citizen Commercial Joint Stock Bank (NCB) on the approval of this Agreement;
- Pursuant to the needs and capabilities of each Party.

Today, on ..... / ..... / ....., the Parties hereto are:

**PARTY A: NATIONAL CITIZEN COMMERCIAL JOINT STOCK BANK**

Head Office : No. 25 Lê Đại Hành, Hai Bà Trưng Wd., Hà Nội

Telephone : Fax:

Tax Code / Enterprise Registration Number: 1700169765

Represented by : **Ms. BÙI THỊ THANH HƯƠNG**

ID number : 036180006173 issued by the Police Department for Administrative Management of Social Order on 25/7/2021

Position : Chairwoman of the Board of Directors

*(hereinafter referred to as “Party A” or “NCB”)*

**PARTY B: NATIONAL CITIZEN BANK ASSET MANAGEMENT COMPANY LIMITED**

Address : 28C – 28D Bà Triệu Str., Cửa Nam Wd., Hà Nội

Telephone : Fax:

Tax Code / Enterprise Registration Number:

Represented by : **Mr. Lê Viết Phúc**

Position : Director

*(hereinafter referred to as “Party B” or “AMC”)*

After discussion and mutual agreement, the Parties hereby enter into this Agreement of Authorization (the “Agreement”) with the following terms and conditions:

**Article 1. Scope of Authorization and Authorized activities**

NCB hereby authorizes AMC to act on behalf of NCB in carrying out activities relating to the settlement and recovery of Non-Performing Loans, Overdue Debts from NCB's Customer ("*Customer*"), including but not limited to the following:

**1.1 Working with individuals, enterprises, organizations and Government Authorities involved in the performance of the authorized activities, including:**

- a) Directly working with Customers, Security Providers and other relevant organizations and individuals during the settlement and recovery of the Customer's debts (including activities relating to the repossession, receipt and realization of Collateral Assets);
- b) Participating in and carrying out administrative procedures and/or other necessary procedures in accordance with applicable laws relating to the settlement and recovery of the Customer's debts (including procedures relating to the repossession, receipt and realization of Collateral Assets);

**1.2 Negotiating, executing and implementing the following documents:**

- a) Documents verifying and/or requesting verification of employment status; documents verifying and/or requesting verification of residential status, addressed to Customers, Security Providers and other relevant organizations and individuals;
- b) Documents and notices relating to debt recovery; notices and documents regarding the handover of assets; notices concerning the repossession and realization of Collateral Assets; minutes of meetings; documents relating to the public posting of notices of repossession and realization of Collateral Assets; and other documents relating to the repossession and realization of Collateral Assets;
- c) Debt Repayment Notices; letters of introduction; invitations to meetings; minutes of meetings with Customers, Security Providers and other relevant organizations and individuals; documents requesting temporary suspension and/or release of funds in payment accounts; documents requesting termination of temporary suspension and/or release of funds in payment accounts; and other notices, documents and official correspondence relating to debt settlement activities;

- d) Notices of debt settlement results and implementation timelines for debt settlement plans approved by the Competent Authority of AMC/NCB;
- e) Auction service agreements and related documents concerning the auction sale of NCB's Collateral Assets with auction organizations, following approval of the collateral disposal plan by the Competent Authority of AMC/NCB, including but not limited to: agreements for Statement of Findings services; auction service agreements; agreements for the transfer of Collateral Assets to successful bidders; agreements for the sale of Collateral Assets to successful bidders (if any); and other related agreements, contracts and documents as required by law and approved by the Competent Authority of AMC/NCB;
- f) Valuation service agreements and related documents concerning the valuation of Collateral Assets between NCB and independent valuation organizations, following approval by the Competent Authority of AMC/NCB of the selection of the independent valuation organization;
- g) Asset transfer agreements with transferees and other related documents concerning the transfer of ownership and registration of assets in favor of transferees, following approval of the asset sale plan by the Competent Authority of AMC/NCB;
- h) Asset lease agreements, service agreements supporting AMC's debt settlement and recovery activities, and other agreements and arrangements serving AMC's debt settlement activities in accordance with applicable laws;
- i) Documents relating to the implementation of the agreements, arrangements and documents specified in Clause 1.2 of this Agreement (including amendments, supplements, extensions, settlement, termination and other related matters), including but not limited to: Debt Repayment Notices; notices/decisions regarding debt recovery, repossession and realization of Collateral Assets; notices/documents relating to the release of Collateral Assets and/or return of Collateral Assets to Customers; notices to Customers concerning approved debt settlement plans; and minutes of meetings conducted during debt settlement activities and the realization of Customers' Collateral Assets;

- j) Notices and documents submitted to competent Government Authorities in connection with debt settlement activities and the realization of Customers' Collateral Assets, following approval by the Competent Authority of AMC;
- k) Debt sale and purchase agreements and related documents between NCB and the Vietnam Asset Management Company (VAMC) and/or other debt purchasers, following approval by the Competent Authority of NCB/AMC;
- l) Approval and execution of periodic reports relating to debt settlement, debt recovery, and the receipt and management of Collateral Assets in the form of VAMC bonds, together with other reports required under regulations and guidance issued by the State Bank of Vietnam and NCB within the scope of debt settlement and recovery activities.

**Article 2. Responsibilities of the Authorized Party**

- 2.1. The Authorized Party shall perform fully and properly the authorized activities on the basis of the approved security and debt recovery measures, in compliance with applicable laws and the provisions of this Authorization Agreement;
- 2.2. The Authorized Party shall act independently and assume full responsibility before the Authorizing Party and under applicable laws for the results of the authorized activities, including activities carried out by any sub-authorized party (if any);
- 2.3. The Authorized Party shall submit periodic or ad hoc reports to the Authorizing Party regarding all activities performed within the scope of this Authorization Agreement;
- 2.4. Where the Authorized Party fails to resolve, or delays in resolving, difficulties and obstacles arising within the scope of the authorized activities, resulting in adverse impacts on NCB's business operations, the Authorized Party shall be liable to the Authorizing Party.
- 2.5. In performing the activities specified in Article 1, the Authorized Party shall be entitled to use AMC's seal on documents and records executed by the Authorized Party;
- 2.6. The Authorized Party shall keep confidential all information relating to the performance of this Authorization Agreement, except where disclosure is required for submission to competent Government Authorities in connection with the authorized activities;
- 2.7. The Authorized Party shall perform other responsibilities in accordance with NCB's

regulations and applicable laws.

**Article 3. Sub-Authorization**

- 3.1. Within the scope of the authority granted herein, the Authorized Party may only sub-authorize AMC employees to perform the authorized activities. The scope of such sub-authorization shall not exceed the scope of authority granted by NCB to AMC. AMC shall remain fully responsible to NCB for all acts and obligations of the sub-authorized person in the performance of the authorized activities.
- 3.2. A sub-authorized person shall not further delegate the authority granted to him/her to any other person.
- 3.3. Any sub-authorization must be made in writing. In performing sub-authorized activities under this Article, the sub-authorized person may use AMC's seal on documents and records executed by such person.

**Article 4. Term of the Agreement**

- 4.1. This Agreement shall take effect from .....
- 4.2. This Authorization Agreement shall terminate upon the occurrence of any of the following events, whichever occurs first:
  - a) The Parties agree to terminate this Authorization Agreement or execute another document replacing or superseding this Authorization Agreement;
  - b) NCB issues a written notice or document terminating this Authorization Agreement.
  - c) Other circumstances as prescribed by applicable laws and NCB's regulations;
- 4.3. This Agreement is made in two (02) original counterparts of equal legal validity, of which each Party shall retain one (01) counterpart for implementation.

**NATIONAL CITIZEN  
COMMERCIAL JOINT STOCK  
BANK**

**NATIONAL CITIZEN BANK  
ASSET MANAGEMENT COMPANY**