



SOCIALIST REPUBLIC OF VIET NAM
Independence - Freedom – Happiness

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No.: /2026/NQ-HĐQT

Hanoi, / 09 / 2026

RESOLUTION

Re.: Approval of Authorization Agreements between NCB and AMC

THE BOARD OF DIRECTORS

- Pursuant to the Law on Credit Institution 2024;
- Pursuant to the Charter of National Citizen Commercial Joint Stock Bank (NCB);
- Pursuant to the Regulation on organization and operation of the Board of Directors of NCB;
- Pursuant to the Resolution No. 760/2026/NQ-HĐQT dated 26/06/2026 (hereinafter referred to as Resolution No. 760/2026); Authorization Agreement No. 761/2026/HDUQ/NCB-AMC dated 26/06/2026 (HDUQ 761/2026) and Authorization Agreement No. 762/2026/HDUQ/NCB-AMC dated 26/06/2026 (HDUQ 762/2026);
- Pursuant to the Proposal No. 133/2026/TTr-AMC dated 26/08/2026 submitted by National Citizen Bank Asset Management Company Limited (AMC) regarding the approval of the replacement of the Debt Resolution Authorization Agreement between NCB and AMC, together with the accompanying documents;
- Pursuant to Vote Counting Minutes No./2026/BBKP-HĐQT dated/09/2026.

RESOLVES:

Article 1. Approval of the Debt Resolution Authorization Agreements between NCB and AMC:

- 1.1. Authorization Agreement for Legal Proceedings and Enforcement;
- 1.2. Authorization Agreement for the Handling and Recovery of Non-Performing Loans and Overdue Debts.

(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 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;

- 2.3. As from the effective date of the Agreements specified in Article 1 of this Resolution, HDUQ 761/2026 and HDUQ 762/2026 issued pursuant to Resolution No. 760/2026 shall cease to be effective.

Article 3. This Resolution shall take effect from/09/2026. 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

Receipts:

- BOD, SB (for reporting);
- CEO, AMC, Risk Management Div.,
Legal & Compliance Div., Financial
Management Div. (to implement);
- Archive: Admin, BOD Office.

SOCIALIST REPUBLIC OF VIET NAM

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AGREEMENT OF AUTHORIZATION

Re.: Participation in litigation and judgement enforcement

(No. /2026/HDUQ/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 Le Dai Hanh Str., Hai Ba Trung Wd., Hanoi

Telephone : Fax:

Tax Code / Enterprise Registration Number: 1700169765

Represented by : **Mrs. 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”)

BÊN B: NATIONAL CITIZEN BANK ASSET MANAGEMENT COMPANY LIMITED

Address : 28C – 28D Ba Trieu Str., Cua Nam Wd., Hanoi

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 bear full responsibility to the Authorizing Party and under applicable laws for the results of the authorized activities, including activities performed by its officers and employees pursuant to any sub-authorization, assignment, or delegation within the scope of authority granted hereunder. Any such sub-authorization, assignment, or delegation shall not release the Authorized Party from, limit or transfer its responsibility to the Authorizing Party for the authorized activities.
- 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 sub-authorize AMC employees to perform all or part of 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. Where a person sub-authorized pursuant to Clause 3.1 of this Agreement holds a managerial position (Deputy Director/Head of Department/Deputy Head of Department or an equivalent title as prescribed by AMC from time to time), such person may further sub-authorize AMC officers and employees under his/her management to perform all or part of the activities for which he/she has been sub-authorized (except for the activities specified in Clause 1.1, Article 1 of this Authorization Agreement). A sub-authorized person who does not hold a managerial position shall not be entitled to grant any further sub-authorize.
- 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; from the effective date of this Agreement, Agreement No. 762/2026/HDUQ/NCB-AMC dated 26/06/2026 shall cease to be effective.
- 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**

SOCIALIST REPUBLIC OF VIET NAM

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AGREEMENT OF AUTHORIZATION

(No. /2026/HDUQ/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 Le Dai Hanh Str., Hai Ba Trung Wd., Hanoi

Telephone : Fax:

Tax Code / Enterprise Registration Number: 1700169765

Represented by : **Mrs. 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 Director

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

PARTY B: NATIONAL CITIZEN BANK ASSET MANAGEMENT COMPANY LIMITED

Address : 28C – 28D Ba Trieu Str., Cua Nam Wd., Hanoi

Telephone : Fax:

Tax Code / Enterprise Registration Number: 0304767745

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 bear full responsibility to the Authorizing Party and under applicable laws for the results of the authorized activities, including activities performed by its officers and employees pursuant to any sub-authorization, assignment, or delegation within the scope of authority granted hereunder. Any such sub-authorization, assignment, or delegation shall not release the Authorized Party from, limit or transfer its responsibility to the Authorizing Party for the authorized activities.
- 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;
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- 3.2. Where a person sub-authorized pursuant to in Clause 3.1 of this Agreement holds a managerial position (Deputy Director/Head of Department/Deputy Head of Department or an equivalent title as prescribed by AMC from time to time), such person may further sub-authorize AMC officers and employees under his/her management to perform all or part of the activities for which he/she has been sub-authorized (except for the activities specified in Clause 1.1, Article 1 of this Authorization Agreement). A sub-authorized person who does not hold a [managerial](#) position shall not be [entitled](#) to [grant any](#) further sub-authorize.

- 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; from the effective date of this Agreement, Agreement No. 761/2026/HDUQ/NCB-AMC dated 26/06/2026 shall cease to be effective.
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 - 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.

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