

THE SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

GOODS PURCHASE AND SALE CONTRACT

No:/THB - HMT/HĐMB - 2026

- Pursuant to the Civil Code 2015 passed by the National Assembly of the Socialist Republic of Vietnam on November 24, 2015, effective from January 01, 2017, and its guiding documents;
- Pursuant to the Law on Commercial 2005 passed by the National Assembly of the Socialist Republic of Vietnam on June 14, 2005, effective from January 01, 2006, and its guiding documents;
- Pursuant to the capacity and needs of the two Parties.

Today, September 30, 2026, at No. 152 Quang Trung, Hac Thanh Ward, Thanh Hoa Province, we consist of:

Seller: HA NOI - THANH HOA BEER JOINT STOCK COMPANY

(Hereinafter referred to as Party A)

Address: No. 152 - Quang Trung - Hac Thanh Ward – Thanh Hoa Province.

Telephone: (0237)3.852.503

Fax: (0237)3.853.270

Account No.: 119000019541

At: Vietnam Joint Stock Commercial Bank for Industry and Trade - Sam Son Branch, Thanh Hoa.

Tax code: 28 00791192

Represented by: Mr.

Position:

Buyer: HABECO CENTRAL TRADING COMPANY LIMITED

(Hereinafter referred to as Party B)

Address: No. 152 - Quang Trung - Hac Thanh Ward – Thanh Hoa Province.

Account No.:

At:

Tax code: 2801023570

Represented by: **Mr. Le Anh Tuan**

Position: **Director**

The two parties mutually agree to enter into this Goods Purchase and Sale Contract with the following terms and conditions:

Article 1: Scope of Work

- 1.1. Party A sells products to Party B and Party B organizes the business, consumption, and distribution of Party A's products **from October 01, 2026 to December 31, 2026.**

1.2. Product: Thanh Hoa Draught Beer (Sold directly at the counter)

Article 2: Product Specifications and Quality

2.1. Product Quality: Party A's products sold to Party B shall meet the quality standards self-declared on Party A's website: <https://www.biathanhhoa.com.vn/>; comply with the provisions of law, and be officially received and acknowledged by the Department of Industry and Trade of Thanh Hoa Province.

2.2. Product Specifications: Thanh Hoa draught beer products are contained in sealed storage tanks; ensuring Food Safety, insulation, and cooling to the required temperature.

2.3. Expiration Date: Counter-issued draught beer must be consumed within 24 hours after dispatch.

Article 3: Selling Price

3.1. The selling price of Party A's products to Party B is specified in Appendix 01 of this Contract.

3.2. Whenever there is a change in the selling price, Party A shall notify Party B in writing at least 15 days before the new price takes effect. The new price shall be agreed upon and implemented by both Parties through an Appendix to the Contract.

3.3. The selling price of Party B to its customers shall not deviate beyond the percentage (%) prescribed in the prevailing legal documents on special consumption tax compared to Party A's selling price to Party B. In the event that Party B's selling price exceeds the percentage (%) specified by current special consumption tax laws compared to Party A's selling price to Party B, Party B shall assume full responsibility for all tax obligations and other related obligations regarding such increased price portion.

Article 4: Method of Payment

4.1. Party A applies the following payment terms:

- Payment method: Party B shall pay 100% of the goods' value within 05 days after receiving the financial invoice from Party A.
- Deferred payment terms: As specified in the Contract Appendix (if any).
- Payment for goods shall be made via bank transfer to Party A's account.

4.2. Party A's bank account details are as follows:

Account Holder: Ha Noi - Thanh Hoa Beer Joint Stock Company

Account Number: 119000019541

At: Vietnam Joint Stock Commercial Bank for Industry and Trade - Sam Son Branch, Thanh Hoa

Article 5: Delivery Location and Method

5.1. Delivery Procedure:

5.1.1. Upon receiving the purchase order (via email, Zalo, written document, etc.) from Party B, Party A shall proceed to deliver the goods to Party B.

5.1.2. Party B shall assign a representative to inspect the goods prior to receipt and sign relevant invoices/documents related to the transaction.

5.1.3. Party A shall deliver the goods to Party B while simultaneously issuing a Value Added Tax (VAT) invoice matching the exact quantity delivered.

5.1.4. From the moment Party B receives the full quantity of goods according to the purchase order, Party B shall be responsible for preserving the products and shall bear full liability for any risks occurring to the products, including damage, loss, depreciation, and other similar events caused by Party B's fault.

5.1.5. When there are changes in order quantity or delivery schedule for daily Draught Beer orders, Party B must notify Party A at least 24 hours prior to the delivery date. If Party B wishes to receive goods on weekends or public holidays, Party B must give notice before 16:00 on the immediately preceding working day and obtain approval from Party A.

5.2. Delivery Location: At Party A's warehouse.

5.2.1. Party B is responsible for executing necessary measures to preserve and transport the products in compliance with the temperature requirements under Party A's regulation QT.45/HTH.KTCN (and provide clear evidence thereof) so as not to affect the quality of Party A's Draught Beer products.

5.2.4. At any time when deemed necessary, Party A has the right to require Party B to provide information regarding the storage temperature of Draught Beer products while Party B is selling them to its customers.

Article 6: Consumption Territory and Sales & Distribution System Organization

6.1. Party B is responsible for organizing the distribution system for products purchased from Party A within the designated Consumption Territory: The entire market of Thanh Hoa Province.

6.2. The expansion or reduction of the Consumption Territory (if any) shall be considered by the Parties when necessary and specified in an Appendix to the Contract.

6.3. Periodically or upon request from Party A, Party B shall submit a list of members in the consumption system currently under Party B's management.

Article 7: Use of Party A's Brand Identification Signs

7.1. Party A authorizes Party B to use, and Party B is obligated to use, Party A's brand identification signs in accordance with Party A's standards and guidelines.

7.2. Party A reserves the right to request Party B to cease using all or part of Party A's brand identification signs if Party A discovers that such signs are not being used in compliance with instructions.

7.3. Any changes to the brand identification signs will be communicated by Party A to Party B in writing or via email.

Article 8: Provision of Signboards and Advertising Items

8.1. Party B shall proactively equip members in its distribution system with signboards and promotional items (following Party A's orientation and guidelines) using its own budget.

8.2. Party A shall provide signboards and promotional items to Party B in the following cases:

8.2.1. Party A provides signboards and promotional items (at Party A's budget) and has the right to request Party B to equip personnel or distribution network members in line with Party A's image promotion and brand development strategy. In this case, Party A shall send a notice in writing or via email to Party B regarding the supply of promotional items (specifying purpose, target recipients, required timeframe, etc.), and Party B is responsible for distributing them in accordance with Party A's requirements.

8.2.2. Party B has the right to propose to Party A the allocation and installation of signboards and promotional items for members in the consumption system. Party B shall submit a "Proposal for Provision of Signboards and Promotional Items" to Party A at least 60 days before the required usage date or as otherwise agreed between the Parties, detailing: purpose of use, types, quantities, requested supply date, estimated usage duration, etc. If approved by Party A, Party B shall be responsible for distributing and installing the signboards and promotional items to system members strictly according to the approved purpose and recipients.

8.3. Procedure for Party A to allocate and equip promotional items for Party B:

8.3.1. Allocation and provision of promotional items

8.3.1.1. Based on evaluating the necessity and suitability with brand promotion, brand development, and market expansion strategies, Party A shall review and decide on allocating promotional items to Party B. Party A reserves the right to adjust the quantity of promotional items, target recipients in each area, and related contents proposed by Party B if deemed necessary.

8.3.1.2. Party A shall allocate promotional items and issue invoices to Party B in accordance with regulations.

8.3.2. Management, allocation, and deployment of promotional items

8.3.2.1. Party B is responsible for managing, allocating, and equipping promotional items to the right recipients for the designated purposes.

8.3.2.2. Party B shall follow allocation procedures in line with Party B's internal regulations and handle warehouse entry, dispatch, and invoicing/voucher issuing for promotional items according to State regulations.

8.3.3. Dossier for allocation and provision of promotional items

Within 90 days from the end of the promotional item deployment program, Party B shall submit a dossier of promotional item deployment (photocopies stamped with a company stamp or overlapping seal) to Party A, including:

- a. Approved plan/program document for promotional items;
- b. Handover minutes of promotional items to the recipients;
- c. Warehouse dispatch vouchers for promotional items.

8.4. Procedure for Party A to equip promotional signboards for members in the distribution network managed by Party B:

8.4.1. Equipping promotional signboards

8.4.1.1. Based on evaluating the necessity and alignment with brand promotion and market development strategies, Party A shall review and decide on equipping promotional signboards for members in the distribution network upon Party B's request. Party A reserves the right to adjust the quantity of signboards, target recipients per region, and related details proposed by Party B if deemed necessary.

8.4.1.2. Party A shall execute the installation of promotional signboards for members in the distribution network managed by Party B.

8.4.2. Management of promotional signboards

8.4.2.1. Party B is responsible for managing the promotional signboards provided by Party A to system members in accordance with required standards and specifications, ensuring recipients utilize the signboards for proper purposes and under Party A's guidance.

8.4.3. Reporting dossier on signboard usage

Within 06 months from the signboard installation date or as requested by Party A, Party B shall submit a status report dossier on the signboards to Party A, comprising:

- a. Photo report of the promotional signboards;
- b. Status report of the promotional signboards.

Article 9: Implementation of Trade Promotion, Sales Support, and Market Development Activities

9.1. Party B shall proactively execute trade promotion activities for the consumption of Party A's products, provided that such activities bring benefits to the immediate and long-term sales of products purchased from Party A while causing no detriment to Party A's interests.

9.2. To assist Party B in sales management, network building, and trade promotion acceleration—thereby boosting Party A's sales volume and revenues—Party A may consider providing financial support for Party B's operational sales costs. The content, conditions, costs, and methods of support (if any) shall be mutually agreed upon in a attached Contract Appendix.

9.3. For trade promotion, sales support, and market development activities executed at Party A's request and cost, depending on each activity, Party B shall, on behalf of Party A, be responsible for organizing and guiding sales partners to implement part or all of the activities according to Party A's specifications. Specific responsibilities and cooperation methods will be detailed in writing.

9.4. If Party B advances funds to execute part or all of the trade promotion, sales support, and market development activities at Party A's request, Party B shall be reimbursed for such advanced costs by Party A based on valid payment vouchers provided by Party B, along with support fees (if any) depending on the scale of each program per Party A's Decision.

9.5. Regarding funding support from Party A, Party B shall bear full legal responsibility to the law and to Party A for the validity of payment dossiers and accounting vouchers.

Article 10: Information Confidentiality Obligations

The Parties are obligated to keep all information related to this Contract confidential and may only disclose it to a third party with prior written consent from the other Party or upon request from competent state authorities.

Article 11: Rights and Obligations of Party A

11.1. Rights of Party A:

11.1.1. Proactively:

- Adjust product specifications and packaging designs;
- Adjust sales promotion policies, product promotion, and brand promotion for products supplied by Party A;

11.1.2. Request Party B to supply information and documents, and directly inspect and supervise Party B's sales operations, storage facilities, preservation, and transportation of goods.

11.1.3. Monitor Party B's partners regarding their commitment not to trade counterfeit or knock-off products of Party A's brand. Inspect trade promotion activities of competing products at outlets displaying Party A's signage.

11.1.4. Upon discovering violations as mentioned in clause 11.1.3, Party A has the right to demand Party B to terminate product sales to those violating partners.

11.1.5. Exercise other rights stipulated in this Contract.

11.2. Obligations of Party A:

11.2.1. Confirm and execute the product delivery plan based on Party B's Purchase Orders. In case of changes in quantity or time relative to Party B's order, Party A must notify Party B within 24 hours of receiving weekly orders, and within 2 days of receiving monthly or quarterly orders;

11.2.2. Strictly observe the First-Produced, First-Out principle for each product line manufactured;

11.2.3. Guarantee the specification and quality of all products sold to Party B in compliance with Article 2 of this Contract;

11.2.4. Receive and process defective products or product quality complaints from customers and consumers;

11.2.5. Notify Party B and consumers of any modifications to products, including styles, models, colors, packaging, and labels;

11.2.6. Fulfill other obligations specified in this Contract.

Article 12: Rights and Obligations of Party B

12.1. Rights of Party B:

12.1.1. During goods receipt, if a batch of the same product line has an expiration date that fails to comply with the principle set in point 11.2.2 compared to a previously received batch, Party B has the right to reject receipt or accept the goods while drawing

up a confirmation record. If such a batch negatively affects Party B's distribution, Party A must cover additional support costs outside the approved plan;

12.1.2. Propose policies, programs, and activities regarding product distribution, marketing, and brand promotion for products supplied by Party A;

12.1.3. Request Party A to promptly resolve customer complaints related to goods supplied by Party A;

12.1.4. Exercise other rights as provided in this Contract.

12.2. Obligations of Party B:

12.2.1. Quarterly/Monthly Order Plan:

- Party B is responsible for submitting quarterly and monthly Order Plans to Party A. The deadline for Party B to submit the Order Plan to Party A is before the 07th day of the final month of a quarter for the subsequent quarterly Order Plan; and before the 25th day of each month for the next month's Order Plan.
- When there is any change in ordered quantities, Party B must give written notice 10 days prior to the requested delivery date (for monthly plans). Based on production capacity, Party A will review and adjust the production plan, responding to Party B within 2 working days for monthly plans upon receiving Party B's adjusted order plan.

12.2.2. Within 03 working days after Party A sends notice of completing finished goods delivery, Party B shall reconcile product quantities and notify Party A in writing of any discrepancies (if any);

12.2.3. Be responsible for warehousing and preserving products in accordance with Party A's specifications regarding finished beer storage conditions (QT.45/HTH.KTCN). During inbound and outbound operations at Party B's warehouse, the First-In, First-Out (FIFO) principle must be strictly maintained. Party B shall assume full responsibility and compensate for all losses (if any) if non-compliance with storage procedures or FIFO principles impairs product quality, reputation, or harms Party A's brand image;

12.2.4. Be responsible for handling near-expiry products (if any) circulating in the market;

12.2.5. Strictly execute sales promotion, trade promotion programs, and policies in according with approved plans, written guidance, and implementation requests from Party A (if any);

12.2.6. Assign adequate personnel to receive goods from Party A;

12.2.7. Organize the recall of defective products and coordinate with Party A for resolution;

12.2.8. Report to Party A in writing on policies, programs, and activities involving expenses for product distribution and brand development provided by Party A;

12.2.9. Make timely payments for goods and conduct account reconciliations with Party A in accordance with Article 4 of this Contract;

- 12.2.10. Provide information and documentation requested by Party A and assist Party A in checking and supervising promotional programs, distribution policies, and brand development activities;
- 12.2.11. Notify customers of any product changes, including but not limited to: design, appearance, color, packaging, labels, etc., based on information supplied by Party A;
- 12.2.12. Cooperate with Party A in implementing Party A's Enterprise Resource Planning (ERP) system or management software (if any) upon Party A's request;
- 12.2.13. Distribute goods strictly within the Consumption Territory defined in Article 6 of this Contract and provide product traceability when requested by Party A;
- 12.2.14. Party B is responsible for providing information regarding authorized personnel for ordering and receiving goods at delivery points per Party A's request. The authorization period shall not exceed the Contract term. Authorization documents shall be deemed an integral part of this Contract and legally binding between the Parties;
- 12.2.15. Fulfill other obligations specified in this Contract.

Article 13: Reporting, Supervision, and Inspection during Contract Performance

13.1. Party A reserves the right to conduct supervision and inspection activities regarding Party B on:

- 13.1.1. Product inventory level at Party B's warehouse;
- 13.1.2. Warehousing and preservation process of products supplied by Party A;
- 13.1.3. Implementation of distribution, sales promotion, and brand promotion programs, activities, and policies for products provided by Party A;
- 13.1.4. Books, records, and warehouse facilities of Party B relevant to trading goods supplied by Party A.

13.2. Party B is obligated to report the following information upon Party A's request:

- 13.2.1. Inbound - Outbound - Inventory status report of finished goods. Consumption reports (summary and detailed) per customer of Party B, while ensuring the storage, provision, and granting of access rights to Party A for data and information related to the above reports;
- 13.2.2. Progress, results, and efficiency of sales promotion and brand promotion programs/activities supplied by Party A that have been or are being conducted;
- 13.2.3. Updated customer list;
- 13.2.4. Other business-related information as requested by Party A.

13.3. Before the 05th day of the following month, both Parties shall sign Minutes of Confirmation on finished product dispatch/receipt quantities for each order of the preceding month.

Article 14: Force Majeure

14.1. Force Majeure events include but are not limited to strikes, fires, floods, natural disasters, earthquakes, epidemics, changes in legal regulations, or other events beyond the reasonable control of the Parties, resulting in one or both Parties being unable to perform one or more obligations arising under the Contract without intentional fault or negligence from either Party.

14.2. In the event of a force majeure occurrence, performance obligations under the Contract shall remain unchanged unless otherwise agreed in writing by the Parties.

14.3. The Parties are responsible for taking reasonable prevention and necessary measures to minimize damages caused by the force majeure event. The Party affected by force majeure resulting in non-performance of Contract obligations shall not be penalized or required to pay damages to the other Party.

14.4. The Parties may agree to terminate or continue the Contract after overcoming the consequences of the force majeure event.

Article 15: Contract Termination

15.1. This Contract shall terminate under the following circumstances:

15.1.1. Expiration of the Contract performance period; or

15.1.2. Early termination of this Contract as provided in Clause 15.2 of this Article.

15.2. This Contract may be terminated prior to expiration in the following cases:

15.2.1. By written agreement on early termination signed by authorized legal representatives of both Parties and sealed (if applicable); or

15.2.2. When the subject matter of this Contract no longer exists or cannot be performed due to a decision by a competent State authority; or

15.2.3. When one of the Parties is dissolved or declared bankrupt;

15.2.4. Party A has the right to unilaterally terminate the Contract without compensating for damages and has the right to demand compensation from Party B if Party B breaches any other provisions in this Contract. Upon unilateral termination, Party A shall issue a written notice to Party B 30 days in advance;

15.2.5. In the event that either Party terminates the Contract early without legal ground under this Contract, it shall compensate the aggrieved Party for any losses, damages, costs, and expenses incurred or likely to be incurred due to such termination.

Article 16: Compensation for Damages

16.1. The breaching Party shall be liable to compensate for all damages suffered by the non-breaching Party directly or indirectly resulting from the breaching Party's actions.

16.2. The value of damages includes the actual direct losses incurred by the non-breaching Party caused by the breaching Party and the direct benefits that the non-breaching Party would have enjoyed had the breach not occurred.

16.3. Compensation value shall be negotiated and agreed upon by the Parties. If no consensus is reached, the loss value shall be determined by a competent People's Court as specified in Article 17.

Article 17: Contract Validity and Dispute Resolution

17.1. The following documents constitute an integral part of this Contract:

17.1.1. This Contract text and attached Contract Appendices (if any).

17.1.2. Party A shall notify Party B in writing of procedures and guidelines regarding Contract execution. These documents shall be considered integral parts of this Contract and legally binding between the Parties.

17.2. This Contract is valid from October 01, 2026 to December 31, 2026. The Contract takes effect from the date of signing until the Parties complete all contractual obligations.

17.3. Upon expiration of the performance period, both Parties shall reconcile and sign a Contract Liquidation Minutes.

17.4. Both Parties commit to strictly and fully fulfilling all terms of this Contract. Matters arising that are not provided herein shall be discussed and agreed upon by both Parties via written documents or Contract Appendices.

17.5. Any dispute arising out of or in connection with this Contract shall be resolved by the Parties through negotiation and conciliation. In case the dispute cannot be settled, either Party has the right to submit the matter to a competent Court for resolution.

17.6. Both Parties acknowledge that this agreement serves as the legal basis for the court to accept and resolve disputes under regulations. The losing party shall bear all court fees and expenses arising from dispute resolution. During court proceedings, the Contract shall continue to be executed except for the portion under dispute.

17.7. All provisions other than those stipulated in this Contract shall be governed by current applicable Laws of Vietnam.

17.8. The Parties warrant that each Party possesses full legal capacity to sign and execute the Contract with the other Party. Both Parties have completed all internal legal approval procedures in accordance with applicable laws and internal regulations, and shall maintain the full validity of such approvals to enter into and perform this Contract.

17.9. This Contract is made in four (04) original copies of equal legal validity, with each Party retaining two (02) copies.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B