

THE SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

BUSINESS COOPERATION CONTRACT

No.:/HDHTKD

....., day month year

We, the undersigned, include:

1. Company: (hereinafter referred to as “Party A”):

Head office:
Enterprise Registration Certificate No.: issued by the Business Registration Office – Department of Planning and Investment of on
Bank account No.:
Telephone:
Legal representative:
Title:

And

2. Company: (hereinafter referred to as “Party B”):

Head office:
Enterprise Registration Certificate No.: issued by the Business Registration Office – Department of Planning and Investment of on
Bank account No.:
Telephone:
Legal representative:
Title:
Authorized under Power of Attorney No.: dated month year

The Parties hereby agree to enter into this Business Cooperation Contract with the following terms and conditions:

Article 1. Objectives and Scope of Business Cooperation

Party A and Party B agree to cooperate in.....

Article 2. Contract Term.

The cooperation term shall be (years), commencing from day month year and ending on day month year
This term may be extended upon mutual agreement of both Parties.

Article 3. Capital Contribution and Profit Sharing

3.1. Capital Contribution

Party A's contribution: The entire value of imported scrap materials brought into Vietnam for recycling in accordance with the production capacity of the Factory. Such value includes all costs incurred to transport the goods to the Factory.

Party B's contribution: The full right to use its factory, warehouses, machinery, production lines, and equipment owned by Party B for production purposes.

3.2. Distribution of Business Results

3.2.1 Profit from

Profits shall be distributed as follows:

- Party A:%
- Party B:%

of the total profit after fulfillment of all obligations to the State.

Profit distribution shall take place on the last day of the fiscal year. The fiscal year shall commence from:

3.2.2. Production Costs Include:

- Scrap material purchasing costs;
- Employee salaries;
- Electricity and water expenses;
- Asset depreciation;
- Maintenance costs of machinery, equipment, and factory;
- Other expenses.

Article 4. Financial Principles

Both Parties shall comply with financial and accounting principles in accordance with the accounting laws of the Socialist Republic of Vietnam.

All income and expenditures related to business activities must be fully, clearly, and accurately recorded.

Article 5. Business Management Board

The Parties shall establish a Business Management Board consisting of 03 members, of which Party A shall appoint 01 representative and Party B shall appoint 02 representatives, when decisions related to the cooperation under this Contract are required.

Any decision of the Board shall be approved when at least two (02) members agree.

- Representative of Party A: – Title:
- Representative of Party B: – Title:

The office of the Management Board shall be located at:

Article 6. Rights and Obligations of Party A

- 6.1. Be responsible for the importation of
- 6.2. Seek, negotiate, sign, and make payment under contracts for the purchase of scrap materials with domestic and foreign suppliers.
- 6.3. Provide complete invoices and supporting documents for accounting and financial recording purposes during business operations.
- 6.4. Be entitled to% of the profit after tax.

Article 7. Rights and Obligations of Party B

- 7.1. Be responsible for managing and operating the entire production process; putting its factory, warehouses, machinery, and equipment into use; and ensuring that the steel billets produced meet current legal quality standards.
- 7.2. Strictly comply with environmental protection regulations and other applicable laws during production.
- 7.3. Be responsible for selling the products – steel billets – in the Vietnamese market.
- 7.4. Account for all revenues and expenditures of the production and business process in accordance with Vietnamese financial and accounting regulations.
- 7.5. Be responsible for declaring and fully paying taxes and other obligations to the State; and liaising with relevant central and local authorities and the tax authority where the Factory is located.
- 7.6. Be entitled to% of the profit after tax.
- 7.7. Directly be responsible for recruiting, managing, and assigning staff and workers at the Factory; and for planning salary payments and other benefits for employees working at the Factory.

Article 8. General Provisions

- 8.1. This Contract shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam.
- 8.2. The Parties undertake to fully perform all obligations stipulated in this Contract. Any Party breaching the Contract and causing damage to the other Party (except in force majeure events) shall fully compensate for all damages and shall be subject to a contractual penalty equal to 10% of the Contract value.

In the event of difficulties during the performance of the Contract, the affected Party must notify the other Party within one (01) month from the date such difficulties arise.

- 8.3. The Parties shall timely inform each other of the progress of work implementation and ensure confidentiality of all information related to production and business activities.

Any amendment or supplement to this Contract must be made in writing and signed by both Parties. All appendices form an integral part of this Contract.

8.4. Any dispute arising during the performance of this Contract shall first be resolved through negotiation and mediation. If mediation fails, the dispute shall be settled by a competent court.

Article 9. Effectiveness of the Contract

9.1. This Contract shall terminate upon expiry of the term specified in Article 2 or in other cases as provided by law.

Upon termination, the Parties shall execute a contract liquidation record. The factory, warehouses, machinery, production lines, and equipment shall be returned to Party B.

9.2. This Contract consists of inseparable pages and is made in Vietnamese copies; each Party retains copies, all of which have equal legal validity and shall take effect from the date of signing.

FOR PARTY A

(Signature, full name)

FOR PARTY B

(Signature, full name)