CỘNG HOÀ XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc
THE SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom - Happiness

Số/*No*: 1522/MB-HĐQT

Hà Nội, ngày 10 tháng 11 năm 2026
Hanoi, 10 November 2026

NGÂN HÀNG THƯƠNG MẠI CỔ PHẦN QUÂN ĐỘI
Digitally signed by NGÂN HÀNG THƯƠNG MẠI CỔ PHẦN QUÂN ĐỘI
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CÔNG BỐ THÔNG TIN BẤT THƯỜNG
EXTRAORDINARY INFORMATION DISCLOSURE

Kính gửi/To: - Ủy ban Chứng khoán Nhà nước/*State Securities Commission*
- Sở Giao dịch Chứng khoán Việt Nam/ *Vietnam Stock Exchange*
- Sở Giao dịch Chứng khoán Thành phố Hồ Chí Minh/ *Hochiminh Stock Exchange*
- Sở Giao dịch Chứng khoán Hà Nội/ *Hanoi Stock Exchange*

1. Tên tổ chức/*Name of organization:* **Ngân hàng TMCP Quân đội/*Military Commercial Joint Stock Bank***

- Mã chứng khoán/*Stock code*: **MBB**

- Địa chỉ/*Address*: Số 18 Lê Văn Lương, phường Yên Hòa, Hà Nội/*No. 18 Le Van Luong, Yen Hoa ward, Hanoi*

- Điện thoại liên hệ/*Tel:* (84-24) - 6266.1088 Fax:

- Email: vanphonghdqt@mbbank.com.vn

2. Nội dung thông tin công bố/*Contents of disclosure:*

Ngày 10/11/2026, Hội đồng Quản trị (HĐQT) Ngân hàng TMCP Quân đội (MB) đã ban hành Nghị quyết số 98/NQ-MB-HĐQT về việc thông qua Hợp đồng, giao dịch mua bán cổ phiếu chào bán riêng lẻ với nhà đầu tư là cổ đông lớn của MB.

On 10 November 2026, the Board of Directors (BOD) of Military Commercial Joint Stock Bank (MB) issued Resolution No. 98/NQ-MB-HĐQT approving the Contract and Transaction for the purchase and sale of shares offered through private placement with investors who are major shareholders of MB.

3. Thông tin này đã được công bố trên trang thông tin điện tử của MB ngày 11/11/2026 tại đường dẫn: https://www.mbbank.com.vn - Mục Nhà đầu tư - Phần Thông báo /*This information was published on MB's website on 11 November 2026, as in the link: https://www.mbbank.com.vn - Investors - Disclosure.*

Chúng tôi xin cam kết các thông tin công bố trên đây là đúng sự thật và hoàn toàn chịu trách nhiệm trước pháp luật về nội dung các thông tin đã công bố/*We hereby certify that the information provided is true and correct and we bear the full responsibility to the law.*

Trân trọng cảm ơn!/ *Best Regards!*

**** Tài liệu đính kèm/ Attached documents:***

Nghị quyết số 98/NQ-MB-HĐQT ngày 10/11/2026

Resolution No.98/NQ-MB-HDQT dated 10 November 2026.

NGƯỜI ĐƯỢC ỦY QUYỀN CBTT

PERSON AUTHORIZED TO DISCLOSE INFORMATION

PHÓ CHỦ TỊCH HỘI ĐỒNG QUẢN TRỊ

VICE CHAIRWOMAN OF THE BOD

NGÂN HÀNG THƯƠNG MẠI CỔ PHẦN QUÂN ĐỘI MB MS:0100283873

Vũ Thị Hải Phượng

THE SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Hanoi, 10th November 2026

No: 98/NQ-MB-HĐQT

RESOLUTION

THE BOARD OF DIRECTORS OF MILITARY COMMERCIAL JOINT STOCK BANK

Regarding: Approval of Contract and Transaction for the purchase and sale of shares offered through private placement with investors who are major shareholders of MB

Pursuant to the Law on Credit Institutions, the Law on Enterprises, the Law on Securities, and other relevant legal regulations;

Pursuant to the Charter of Military Commercial Joint Stock Bank (MB);

Pursuant to the Resolution of the General Meeting of Shareholders (GSM) of MB No. 11/NQ-MB-ĐHĐCĐ dated April 18, 2026 approving the charter capital increase plan ("GSM Resolution No. 11") and relevant Resolutions of the GSM;

Pursuant to the Resolution of the Board of Directors of MB (BOD) No. 24/NQ-MB-HĐQT dated May 15, 2026 on implementing the charter capital increase plans of MB according to the 2026 GSM Resolution ("BOD Resolution No. 24");

-Pursuant to the Vote Counting Minutes of the Board of Directors of MB No.1508/BB-HĐQT dated 10th November 2026;

RESOLVES

1. The BOD approves the Contract and Transaction on the purchase and sale of private placement between MB and an investor who is a major shareholder of MB (hereinafter referred to as the "Contract and Transaction"), the details of which are attached hereto.

2. The BOD assigns and authorizes the Chairman of the BOD to decide on specific matters, update/finalize and sign the Contract and Transaction, and relevant documents/agreements for the implementation and completion of the private placement in compliance with applicable laws, documents/guidelines of Competent Authorities and actual implementation conditions, and ensure consistency with the approvals of the GSM and the BOD.

3. The BOD assigns the CEO to direct relevant units to coordinate in the implementation, in compliance with applicable laws, documents/guidelines of competent Authorities, the Resolution of the GSM, approvals of the BOD/Chairman of the BOD, and MB's regulations.

4. This Resolution shall take effect from the date of signing.

Recipients:
- *BOD, Supervisory Board;*
- *Chief Executive Officer;*
- *Finance and Accounting Division;*
- *Archived at the BOD Office.*

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN OF THE BOARD OF DIRECTORS

(Signed & Sealed)

Luu Trung Thai

CONTRACT AND TRANSACTION ON THE PURCHASE AND SALE OF PRIVATE PLACEMENT BETWEEN MB AND AN INVESTOR WHO ARE A MAJOR SHAREHOLDER OF MB

(Attached to Resolution No. 98/NQ-MB-HĐQT dated 10th November 2026)

SHARE PURCHASE CONTRACT

by and between

MILITARY COMMERCIAL JOINT STOCK BANK

as the Bank

and

.....

as the Investor

Date ___ month ___year 2026

SHARE PURCHASE CONTRACT is entered into on the ___ day of ___ 2026 by and between:

(A) Military Commercial Joint Stock Bank ("Bank")

Registered Address	:	No. 18 Le Van Luong, Yen Hoa ward, Hanoi, Vietnam
Business Registration	:	Enterprise Registration Certificate No. 0100283873, first issued by the Hanoi Department of Planning and Investment on 30 September 1994, as amended and supplemented from time to time.
Represented by	:	Mr .....
Position	:	.....

và

(B) ..... ("Investor")

Registered Address	:	.....
Business Registration	:	.....
Đại Diện	:	Mr .....
Position	:	.....

The Investor and the Bank are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

BASIS FOR ENTERING INTO THE CONTRACT

WHEREAS, the Bank wishes to increase its charter capital through the offering of the Transaction Shares (as defined below) to the Investor by way of a private placement (**the "Private Placement"**) in accordance with the private share offering plan approved by the General Meeting of Shareholders and the Board of Directors of the Bank; and the Investor wishes to invest in the Bank through the purchase of the Transaction Shares;

WHEREAS, the Bank and the Investor wish to enter into this Contract to set forth the terms and conditions agreed between the Bank and the Investor for the purchase and offering of the Transaction Shares.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

When used in this Contract, including the Basis for Entering into this Contract, the following terms shall have the meanings set out below unless the context otherwise requires:

"**Contract**" means this Share Purchase Contract together with all appendices attached hereto.

"Signing Date" means the date of execution of this Contract as specified at the beginning of this Contract.

"Completion Date" means the date on which the Bank completes the collection of the purchase price for the Shares from the Investor.

"**Business Day**" means any day (other than a Saturday, Sunday or any official public holiday) on which commercial banks and the foreign exchange market are open for business in Vietnam.

"**Charter**" means the charter of the Bank, as amended from time to time.

"Charter Capital" means the charter capital recorded in the License and the Enterprise Registration Certificate of the Bank, as amended from time to time.

"**Confidential Information**" has the meaning as set out in Article 7.1.

"**Government Authority**" means any state authority or competent body in accordance with applicable laws.

"**Legal Document**" means any legal normative document effective at the relevant time of application, including any amendment, supplement or replacement thereof..

"Transfer Restriction Period" has the meaning as set out in Article 2.3.

"Private Placement" has the meaning as set out in the Basis for Entering into this Contract.

"SSC" means the State Securities Commission of Vietnam.

"SSC Approval" means the approval of the SSC in respect of the Private Placement.

"Transaction Shares" means the number of ordinary shares privately offered by the Bank to the Investor as provided in Article 2.1 of this Contract.

"Purchase Price" has the meaning as set out in Article 2.2.

"Total Purchase Price" has the meaning as set out in Article 2.2.

"VND" or **"Vietnam Dong"** means the lawful currency of Vietnam.

1.2 Interpretation

Unless the context otherwise requires, the following principles shall apply:

(i) The headings are inserted for convenience only and shall not affect the interpretation of this Contract;

(ii) A reference to an Article, Clause or Section means a reference to the

correspondingly numbered Article, Clause or Section of this Contract;

(iii) No provision of this Contract shall be construed against either Party solely by reason of such Party having participated in the drafting of this Contract or any part hereof.

ARTICLE 2: PURCHASE AND SALE OF THE TRANSACTION SHARES

2.1 Subject to the terms and conditions of this Contract, the Bank agrees to offer the Transaction Shares to the Investor by way of private placement, and the Investor agrees to purchase from the Bank the Transaction Shares at the Purchase Price (as defined below), together with all rights and obligations attached to the Transaction Shares in accordance with applicable laws, the Charter of the Bank, this Contract and the relevant undertakings of the Investor. The particulars of the Transaction Shares under this Contract are as follows:

(i) Name of issuer: Military Commercial Joint Stock Bank (MB);

(ii) Name of shares: Shares of Military Commercial Joint Stock Bank;

(iii) Stock code: MBB;

(iv) Type of shares: Ordinary shares;

(v) Quantity: ..... shares (in words: ..... share);

(vi) Par value: VND 10,000 VNĐ/transaction share;

(vii) Total par value: VND..... (in words: ..... billion Vietnamese Dong;

2.2. The Purchase Price for each Transaction Share payable by the Investor to the Bank shall be VND ..... (..... Vietnamese Dong), and the total subscription amount for all Transaction Shares (the **"Total Purchase Price"**) payable by the Investor to the Bank under this Contract shall be VND ..... (..... Vietnamese Dong).

2.3. All Transaction Shares shall be subject to transfer restrictions for a period of 05 (five) years from the Completion Date (the "Transfer Restriction Period"), and the Investor shall not be permitted to transfer any Transaction Shares during the Transfer Restriction Period.

ARTICLE 3: PAYMENT

3.1 Within 10 (ten) Business Days from the date on which the Investor receives a written notice from the Bank confirming that the Bank has obtained the SSC Approval for the registration dossier of the Private Placement of the Transaction Shares to the Investor, in accordance with the Parties' agreement under this Contract, the Investor shall be obliged to pay in full to the Bank the Total Purchase Price by way of bank transfer to the following blocked bank account of the Bank:

Account Holder: Military Commercial Joint Stock Bank

Account Type: VND account designated for share capital escrow purposes

Account Number: 1247956018

Bank: Joint Stock Commercial Bank for Investment and Development of Vietnam (BIDV)

3.2 Upon the Bank's request for release of the blocked amount after the SSC has issued a notice confirming receipt of the report on the results of the Private Placement, the Total Purchase Price in the escrow account specified above shall be fully released to the Bank's payment account as follows:

Account Holder: Military Commercial Joint Stock Bank

Account Number: VND1625001000001

Bank: Military Commercial Joint Stock Bank

For the avoidance of doubt, the Bank shall be the sole owner of, and shall have full rights to use, the Total Purchase Price upon its release in accordance with the provisions of this Article.

3.3 Each of the Bank and the Investor shall be responsible for performing the reporting, information disclosure and other obligations applicable to it in connection with the transaction contemplated under this Contract in accordance with the Legal Documents and the regulations of the SSC applicable to such Party.

ARTICLE 4: COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 Each of the Bank and the Investor represents and warrants to the other Party that:

(i) This Contract has been validly entered into by such Party on a voluntary basis and without any coercion or fraud;

(ii) All information and particulars relating to such Party and the Transaction Shares set out in this Contract are true and accurate;

(iii) Such Party has been duly established and is lawfully operating in accordance with applicable laws and regulations;

(iv) Such Party has full power and authority and has obtained all necessary internal consents and approvals to enter into the purchase and sale transaction and to own the Transaction Shares in accordance with this Contract;

(v) Such Party has full rights, powers, valid approvals and authority, satisfies all conditions as required by law, and has full capacity to execute and fully perform its obligations under this Contract and carry out the transactions provided for in this Contract; and

(vi) The execution and performance of this Contract and the completion of the transaction contemplated herein do not violate or contravene, nor are they restricted by, any decision of a competent State authority or any applicable laws and regulations.

4.2 Rights and Obligations of the Bank:

(i) To be responsible for the legality of the Transaction Shares offered to the Investor under this Contract, and for the implementation of procedures relating to the Private Placement, registration, additional listing and additional depository of the Transaction Shares in accordance with applicable laws and the guidance of the Government Authorities;

(ii) Within 30 days from the date on which the Investor completes payment of the Total Purchase Price under this Contract, the Bank shall update the Investor as a shareholder owning the Transaction Shares in the Bank's register of shareholders, in accordance with applicable laws and the Bank's regulations;

(iii) To record the Bank's new Charter Capital upon completion of the Private Placement and carry out the relevant procedures with the Government Authorities in accordance with applicable laws;

(iv) Other rights and obligations in accordance with this Contract and applicable laws.

4.3 Rights and Obligations of the Investor:

(i) To undertake to purchase all of the Transaction Shares at the Purchase Price and complete payment of the Total Purchase Price within the time limit prescribed in this Contract;

(ii) From the time the Investor is recorded as having been updated in the Bank's shareholder register, the Investor shall have ownership of the Transaction Shares and the rights, benefits and obligations arising from the Transaction Shares in accordance with applicable laws and the Bank's Charter, except for the Investor's obligation to comply with the Transfer Restriction in accordance with this Contract;

(iii) To comply with applicable laws and the Bank's Charter regarding the obligations and responsibilities of a major shareholder (if any);

(iv) On the Signing Date, the Investor shall provide a written undertaking to retain the Transaction Shares purchased under this Contract. Upon expiry of this period, any transfer of the Investor's shares in the Bank shall be carried out in compliance with applicable laws and the Bank's Charter, ensuring the safety and interests of the Bank.

(v) To be responsible for providing fully and on a timely basis all information and documents as required by the Government Authorities (if any);

(vi) The Investor shall not subscribe for the Transaction Shares on behalf of, or for the benefit of, any other individual or organization in any form whatsoever, unless otherwise approved in advance by the Bank or permitted under the Legal Documents; and

(vii) The Investor undertakes and shall be responsible for the legality of the source of funds used to pay the Total Purchase Price or any other amount payable under this Contract; shall not use funds provided through credit extension by a credit institution or foreign bank branch to purchase or acquire shares of the Bank; and in the event of any dispute arising in relation to the legality of the source of funds for payment of the Total Purchase Price, the Investor shall indemnify the Bank for all actual losses and damages incurred;

(viii) Other rights and obligations as provided in this Contract and applicable laws.

ARTICLE 5: EFFECTIVENESS AND TERMINATION

5.1 Effectiveness and Termination

This Contract shall become effective from the Signing Date and may be terminated in any of the following circumstances:

(i) Upon the mutual written contract of the Parties;

(ii) If there is any Legal Document prohibiting either Party from carrying out and completing the transactions provided for in this Contract; or

(iii) By written notice from the Investor to the Bank with immediate effect if the Bank breaches any of its obligations or undertakings under this Contract and fails to remedy such breach within 15 (fifteen) Business Days from the date of the Investor's request.

(iv) By written notice from the Bank to the Investor with immediate effect if:

(a) The Investor fails to pay the Total Purchase Price in full and on time as provided for in this Contract for a period exceeding 15 (fifteen) Business Days from the payment due date under this Contract; or

(b) The Investor breaches any of its obligations or undertakings under this Contract and fails to remedy such breach within 15 (fifteen) Business Days from the date of the Bank's request.

(v) The Parties have fully completed all rights and obligations under this Contract;

(vi) Other cases as provided by law.

5.2 Consequences of Termination

(i) In the event that the Parties terminate this Contract pursuant to Article 5.1(i), this Contract shall terminate on the date specified by the Parties as the effective date of termination. In such case, the Total Purchase Price paid by the Investor to the Bank (if any) shall be dealt with in the manner agreed by the Parties.

(ii) In the event that the Parties terminate this Contract pursuant to Article 5.1(ii), this Contract shall terminate on the date on which the relevant Legal Document becomes effective or from the date of notice by the Investor/the Bank. The Bank shall refund to the Investor all amounts paid by the Investor within 05 (five) Business Days from the date of termination.

(iii) In the event of termination of this Contract pursuant to Articles 5.1(iii) and 5.1(iv) due to any material breach by either Party, the non-breaching Party shall have the right to issue a written notice of termination, and this Contract shall terminate from the time such termination notice is received by the other Party. The Bank shall refund to the Investor all amounts paid by the Investor (including interest, if any, after deducting any penalties and indemnification obligations of the Investor, if any) within 05 (five) Business Days from the date of termination.

(iv) In the event of termination of this Contract pursuant to Article 5.1(v), neither Party shall have any obligation under this Contract (except for obligations accrued at or prior to the termination), provided that the provisions of Article 1 (Definitions and Interpretation), Article 2.3 (relating to transfer restrictions) and Article 6 (Indemnity) shall continue to remain in full force and effect after termination of this Contract.

ARTICLE 6: BREACH AND INDEMNITY

Each Party (the "**Indemnifying Party**") shall indemnify and hold harmless the other Party (the "**Indemnified Party**") from and against any claim, demand, action, proceeding, judgment and any costs whatsoever and howsoever arising, which may be brought or made against the Indemnified Party, or which the Indemnified Party may suffer or incur, arising out of or in connection with any material breach of the representations and warranties, undertakings or obligations of the Indemnifying Party under this Contract.

ARTICLE 7: OTHERS PROVISIONS

7.1 Confidentiality

The Bank, the Investor and their respective representatives shall keep strictly confidential all information received or obtained from the other Party through the execution or performance of this Contract relating to (i) the existence of and the contents of this Contract, (ii) the negotiations relating to this Contract, and (iii) the Bank and the Investor (the "**Confidential Information**").

The confidentiality obligations set out in Article 7.1 shall not apply to:

(i) the disclosure of Confidential Information as agreed by the Parties;

(ii) the disclosure of Confidential Information by a Party to the extent required by law, the regulations of any stock exchange, or any judgment, order or other binding requirement of any court or competent Government Authority applicable to such Party;

(iii) the disclosure of Confidential Information by a Party to any tax authority to the extent reasonably required by such tax authority for purposes relating to the tax affairs of such Party;

(iv) the disclosure of Confidential Information which has become publicly available (other than as a result of a breach of Article 7.1); and

(v) the disclosure of Confidential Information to valuers and other professional advisers in connection with the performance of obligations or the exercise of rights (including remedies) under this Contract.

7.2 Costs and Expenses

The Bank and the Investor shall each be responsible for its own fees, costs and expenses incurred by such Party (including brokerage fees) in connection with the issuance of the Transaction Shares to the Investor. The Bank shall bear all transfer taxes, registration

taxes or other similar taxes (including securities transfer tax) in connection with the issuance, transfer, registration and/or delivery of the Transaction Shares to the Investor.

7.3 Assignment

Neither Party may assign any of its rights and obligations under this Contract, or attempt or purport to make such assignment, without the prior written consent of the other Party.

7.4 Relationship Between the Parties

Nothing in this Contract shall be deemed to constitute a partnership or joint venture relationship between the Parties; and, except as expressly provided herein, none of the Parties shall have the right to bind the other Party in any manner whatsoever.

7.5 Notices

Any notice given under this Contract shall be in writing and shall be deemed to have been duly given when delivered by hand, sent by registered mail, electronic mail or facsimile to a Party at its address specified in this Contract or at such other address as such Party may have notified to the other Party.

To the Bank:	Address:	18 Le Van Luong Street, Trung Hoa Ward, Hanoi, Vietnam
	Attention:	Nguyen Thi Thanh Nga
	Telephone:	+84 24 6266 1088
	Fax:	+84 24 6266 1080
	E-mail:	thanhnga@mbbank.com.vn
To the Investor:	Address:	.....
	Attention:	.....
	Telephone:	.....
	Fax:	.....
	E-mail:	.....

All notices and communications shall become effective immediately upon receipt by the recipient, whether received (i) by mail, (ii) by hand delivery, (iii) by facsimile, or (iv) by electronic mail, at the address, facsimile number or electronic mail address specified above.

Each Party shall, from time to time, notify the other Party of any change to its address, telephone number, facsimile number or electronic mail address.

7.6 Governing Law

This Contract shall be governed by and construed in accordance with the laws of Vietnam.

7.7 Dispute Resolution

Any dispute arising out of or in connection with this Contract (including, among other matters, any calculation result made under this Contract), or any breach, termination or invalidity of this Contract (the "Dispute"), shall first be resolved by the Parties through good-faith negotiations. If the Parties are unable to resolve such Dispute through good-faith negotiations within 30 (thirty) days from the date such Dispute arises, the Parties agree that all such Disputes shall be submitted to and resolved by the competent People's Court. The losing Party shall bear the court fees and all costs and expenses arising in connection with the Dispute for the prevailing Party.

7.8 Amendment of Terms and Conditions

The Parties hereby agree and acknowledge that, notwithstanding anything to the contrary contained in this Contract, at any time and from time to time, the provisions and terms of this Contract may be amended or modified in writing and signed by both Parties, or may be amended or modified in such other manner as may be agreed by the Parties in writing from time to time, and any such amendments or modifications shall be deemed to have been duly made and shall be read and construed as if such amendments and modifications had been incorporated into and formed an integral part of this Contract as of the date of execution of this Contract.

7.9 Originals; Language; Counterparts

This Contract is executed in four (4) originals in Vietnamese, all of which have equal legal validity. Each Party shall retain two (2) originals for implementation.

[The remainder of this page has been intentionally left blank]

The authorized representatives of the Parties have executed this Contract on the date first written above.

MILITARY COMMERCIAL JOINT STOCK BANK	**GENERAL CORPORATION OF……..**

..... **THE SOCIALIST REPUBLIC OF VIETNAM**

Independence - Freedom - Happiness

No: ...../..... *Hanoi, ... November 2026*

Re: Undertaking on Holding on Private Placement Shares of MB

To: - Vietnam Securities Depository and Clearing Corporation ("VSDC")

- Military Commercial Joint Stock Bank ("MB")

Pursuant to Resolution No. 11/NQ-MB-ĐHĐCĐ of the General Meeting of Shareholders of MB ("GMS") dated 18 April 2026, Resolution No. ..../MB-NQ-HĐQT of the Board of Directors dated ..../..../....., and Official Letter No. ...../UBCK-QLCB dated ..../..../..... of the State Securities Commission of Vietnam, Company ... participates in the transaction for the purchase of shares offered through private placement by MB, with the following particulars:

- Name of shares: shares of Military Commercial Joint Stock Bank; Stock code: MBB;
- Type of shares: ordinary shares;
- Method of implementation: purchase through private placement;
- Total number of shares purchased: .....000,000 shares (in words: ..... million shares) (the "Transaction Shares");

By this Official Letter, Company ... undertakes that:

All of the Transaction Shares stated above shall be subject to transfer restrictions for a period of **05 (five) years** from the completion date of the private placement, and **Company** ... shall not transfer any of the Transaction Shares during such transfer restriction period. Upon expiry of the transfer restriction period, any transfer of shares held by **Company** ... in MB shall be carried out in accordance with applicable laws and the Charter of MB, ensuring the safety and interests of MB;

Best regards!

CHIEF EXECUTIVE OFFICER