INVITATION LETTER

EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026
NAM KIM STEEL JOINT STOCK COMPANY (STOCK CODE: NKG)

To **THE RESPECTED SHAREHOLDERS OF NAM KIM STEEL JOINT STOCK COMPANY**

The Board of Directors of Nam Kim Steel Joint Stock Company respectfully invites you to attend the Extraordinary General Meeting of Shareholders 2026, with the following details:

1. **Time:** 08:00 AM – Saturday, December 12, 2026.
2. **Venue:** Grand Square Convention Center, Ruby Hall, No. 230 Binh Duong Boulevard, Phu Loi Ward, Ho Chi Minh City.
3. **Key matters of the General Meeting:** To approve matters falling within the authority of the General Meeting of Shareholders as presented in the Meeting Documents.
4. **Eligibility to attend:** All shareholders whose names are on the Company's shareholder list as of November 10, 2026, as provided by the Vietnam Securities Depository and Clearing Corporation.
5. Shareholders who wish to authorize another person to attend the General Meeting must complete the **"Power of Attorney for attending the Extraordinary General Meeting of Shareholders 2026"** of the Company or prepare a power of attorney in compliance with applicable laws. Each shareholder may only authorize voting rights up to the total number of shares they own.
6. Documents related to the General Meeting are posted and updated (if any) on the Company's website at **https://tonnamkim.com/**. The English version of the documents is available on the English version of the website.
7. If applicable, please submit the documents related to the General Meeting before **4:00 PM on December 11, 2026** to:

   NAM KIM STEEL JOINT STOCK COMPANY Enterprise code: 3700477019

   Head office address: Lot A1, D2 Street, Dong An 2 Industrial Park, Binh Duong Ward, Ho Chi Minh City.

   Tel: 0274 3748 848 – extension (312) Email: truongnn@namkimgroup.vn

   Contact person for receiving and providing information: Mr. Nguyen Nhut Truong – Legal Department.

We look forward to your attendance!

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

M.S.D.N: 3700477019 - C.T.C.P. CÔNG TY CỔ PHẦN THÉP NAM KIM P.BÌNH DƯƠNG - TP.HỒ CHÍ MINH

HO MINH QUANG

Notes:

When attending the General Meeting, Shareholders or authorized representatives must bring and present the following documents:

- *Invitation letter;*
- *ID Card/Citizen ID Card/Passport/Business Registration Certificate/ Proof of securities ownership registration;*
- *Original valid Power of Attorney (in case of being authorized to attend the meeting).*

CÔNG TY CỔ PHẦN THÉP NAM KIM

Digitally signed by CÔNG TY CỔ PHẦN THÉP NAM KIM
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TÔN NAM KIM

THƯƠNG HIỆU QUỐC GIA Vietnam Value

POWER OF ATTORNEY

(Re: Attending the Extraordinary General Meeting of Shareholders 2026)

Principal: .....

ID Card/Citizen ID Card/Passport/Business Registration Certificate No.: .....

Date of issue: .....Place of issue: .....

Legal representative *(for organizations)*: .....

Contact address/Head office: .....

Contact phone: .....Email: .....

NOW AUTHORIZES:

Authorized Party: .....

ID Card/Citizen ID Card/Passport/Business Registration Certificate No.: .....

Date of issue: .....Place of issue: .....

Contact address/Head office: .....

Contact phone: .....Email: .....

Or authorize 01 member of the Board of Directors in the following list:

(Check "X" or "V" in one of the four boxes below)

☐ Ho Minh Quang ☐ Nguyen Trung Tin

☐ Nguyen Vinh An ☐ Vo Thoi

With the number of shares authorized**:**

(Check "X" or "V" in one of the two boxes below; if selecting "Other", please specify the exact number of shares)

☐ All shares. ☐ Other: ..... shares.

Scope of authorization:

- The Authorized Party is authorized to act on behalf of and represent the Principal to attend, vote, and exercise other shareholder rights at the Extraordinary General Meeting of Shareholders 2026, in proportion to the number of shares authorized as stated above, which are owned by the Principal as of the record date for determining the list of shareholders entitled to attend the General Meeting.
- The Principal and the Authorized Party take full responsibility for this authorization and commit to strictly complying with the applicable laws, the Regulations on the Organization of the Extraordinary General Meeting of Shareholders 2026, and the Charter of Nam Kim Steel Joint Stock Company.
- This Power of Attorney is valid only for the Extraordinary General Meeting of Shareholders 2026 of Nam Kim Steel Joint Stock Company on December 12, 2026.

We undertake to take full legal responsibility for this authorization and shall not raise any complaints or disputes regarding the authorized matters.

……., date …… month …2026

AUTHORIZED PARTY	**PRINCIPAL**
(Sign, write full name, and seal if an organization)	*(Sign, write full name, and seal if an organization)*

TÔN NAM KIM
THƯƠNG HIỆU QUỐC GIA

DOCUMENTS

2026 EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS

Ho Chi Minh City - December 12, 2026

NAM KIM STEEL JOINT STOCK COMPANY

STOCK CODE **NKG**

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LIST OF DOCUMENTS
EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026
NAM KIM STEEL JOINT STOCK COMPANY

No.	Content
1	Agenda at the General Meeting
2	Working regulations and voting rules
3	Proposal No. 001/2026/TT-DHDCDBT on approval of contracts and transactions between the Company and affiliated persons
4	Proposal No. 002/2026/TT-DHDCDBT on the merger plan for Ton Nam Kim Phu My Company Limited
5	Proposal No. 003/2026/TT-DHDCDBT on the dismissal of a member of the Board of Directors for the 2025 – 2030 term
6	Draft Resolution of the Extraordinary General Meeting of Shareholders 2026 No. 002/2026/NQ-DHDCD

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THƯƠNG HIỆU QUỐC GIA Vietnam Value

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AGENDA

EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026

NAM KIM STEEL JOINT STOCK COMPANY

Time: 08:00 AM – Saturday, December 12, 2026.

Venue: Grand Square Convention Center, Ruby Hall, No. 230 Binh Duong Boulevard, Phu Loi Ward, Ho Chi Minh City.

Agenda:

Time	Content
8:00 – 9:00	**Receiving shareholders for registration and verifying their eligibility to attend the General Meeting**
9:00 – 9:10	**Opening of the General Meeting:** - Report on the verification of attending shareholders' eligibility; - Approval of the Working Regulations and voting rules; - Approval of the Presidium, the Secretariat, the Shareholders' Eligibility Verification Committee, and the Vote Counting Committee; - Approval of the Meeting Agenda.
9:10 – 10:00	**Presenting the contents of proposals to the General Meeting:** 1. Proposal on approval of contracts and transactions between the Company and affiliated persons; 2. Proposal on the merger plan for Ton Nam Kim Phu My Company Limited; 3. Proposal on the dismissal of a member of the Board of Directors for the 2025 – 2030 term; 4. And other important matters.
10:00 – 10:20	**Discussion**
10:20 – 10:40	**Voting**
10:40 – 11:00	**Break**
11:00 – 11:45	**Report on the voting results and approval of the Meeting Minutes and Resolution of the General Meeting**
11:45 – 12:00	**Closing of the General Meeting**

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Ho Chi Minh City, December 12, 2026

WORKING REGULATIONS AND VOTING RULES AT THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026

- *Pursuant to the current Law on Enterprises and related legal documents;*
- *Pursuant to the current Law on Securities and related legal documents;*
- *Pursuant to the Charter of organization and operation of Nam Kim Steel Joint Stock Company.*

Objectives of the Regulations:

- Ensure principles of transparency, fairness, and democracy;
- Facilitate the organization and conduct of the General Meeting of Shareholders and ensure the early stabilization of business operations.

1. ORDER OF THE GENERAL MEETING

- Shareholders/authorized persons attending the meeting *(hereinafter referred to as "Shareholders")* bring their Invitation Letter, ID Card/ Citizen ID Card/ Passport/ Business Registration Certificate/ Proof of securities ownership registration, and Power of Attorney (if authorized) to the reception desk.
- Upon entering the General Meeting room, shareholders must sit in the designated positions or areas assigned by the Organizing Committee. They must comply with seating arrangements and maintain order during the General Meeting.
- Any audio or video recording of the General Meeting must be approved by the Presidium in advance.
- Shareholders arriving after the meeting has commenced may still register and participate in voting immediately upon registration. The Presidium shall not pause the meeting for late registrants, and any prior voting results remain valid.

2. CONDITIONS FOR HOLDING THE GENERAL MEETING

The General Meeting of Shareholders is considered duly convened when shareholders and authorized persons attending the meeting attending represent more than 50% of the total voting shares.

3. VOTING ON ISSUES AT THE GENERAL MEETING

a. Principles

- All issues in the agenda of the General Meeting must be approved by direct voting at the General Meeting. Each Shareholder is issued a Vote, which includes the shareholder code, the number of voting shares (that the shareholder holds and/or is authorized to hold), and the official seal of Nam Kim Steel Joint Stock Company.

b. Voting method

- Shareholders vote *(approve, disapprove, or abstain)* on each issue by direct voting at the General Meeting.
- When voting to approve an issue raised by the General Meeting, shareholders who approve shall raise their Votes.
- Similarly, as instructed by the Organizing Committee, shareholders who disapprove or abstain shall raise their Votes accordingly.

c. Voting rules

- Each share owned or represented corresponds to a voting unit.

- A resolution of the General Meeting of Shareholders is passed at the meeting if it is approved by Shareholders representing more than 50% of the total votes of all shareholders attending and voting at the meeting.
- A resolution of the General Meeting of Shareholders is passed if it is approved by Shareholders representing at least 65% of the total votes of all shareholders attending and voting at the meeting for the following matters:
  • Types of shares and total number of shares of each type;
  • Changes in the Company's business lines and sectors;
  • Changes in the Company's organizational structure;
  • Investment projects or sales of assets valued at 50% or more of the Company's total asset value as recorded in its latest financial statements, unless a different percentage or value is specified in the Company's Charter.
  • Reorganization or dissolution of the Company.

4. SPEAKING OPINIONS AT THE GENERAL MEETING

a. Principles

- Shareholders who wish to raise discussion points shall write their questions on the Question Form (which is sent when registering to attend the General Meeting) or raise their Votes to request to speak. The Question Form must be submitted to the Secretariat of the General Meeting within 5 minutes after all reports and proposals have been presented.
- To ensure order of the General Meeting during discussions, shareholders who have registered via the Question Form will be given priority to speak first, followed by shareholders who raise their Votes, according to the arrangement of the Presidium.

b. Speaking procedures

- Shareholders shall speak concisely and focus on key matters relevant to the approved General Meeting agenda. The Presidium will arrange the speaking order and provide responses to the questions.
- The Presidium has the right to remind or request speakers to stay on topic to save time and maintain the quality of discussions.

5. RIGHTS AND RESPONSIBILITIES OF THE PRESIDIUM

- The Presidium consists of 01 to 03 members, with the Chairman of the Board of Directors presiding over the General Meeting in accordance with the Law on Enterprises.
- Directing the General Meeting in accordance with the agenda and regulations approved by the General Meeting. The Presidium operates based on the principle of democratic centralism and makes decisions by majority vote.
- Guiding the General Meeting to discuss relevant issues throughout the General Meeting.
- Taking necessary measures to ensure the meeting is conducted in an orderly manner, follows the approved agenda, and reflects the collective will of the majority of attendees.
- Requiring all attendees to comply with security checks or other legal and reasonable security measures.
- Requiring competent authorities to maintain order in the meeting and expel any individuals who do not comply with the Presidium’s instructions, disrupt order, obstruct the normal progress of the meeting, or refuse to comply with security checks.
- Addressing any arising issues during the General Meeting.

6. RESPONSIBILITIES OF THE SECRETARIAT

- The Secretariat of the General Meeting consists of 01 to 03 members, nominated by the Presidium and approved by the General Meeting through a vote of confidence. They are accountable to the Presidium and the General Meeting for their assigned tasks and operate under the direction of the Presidium.
- The Secretariat shall record all proceedings of the General Meeting accurately and truthfully, and issues approved by the shareholders or the notes at the General Meeting.

- Using recording devices to ensure the Minutes of the General Meeting are complete and accurately reflect the sequence of events.
- Preparing the Minutes of the General Meeting and the Resolutions on issues approved at the General Meeting.

7. RESPONSIBILITIES OF THE SHAREHOLDERS' ELIGIBILITY VERIFICATION COMMITTEE

- The Shareholders' Eligibility Verification Committee consists of 02 members, including 01 Head and 01 Member, nominated by the Presidium and approved by the General Meeting through a vote of confidence. They are accountable to the Presidium and the General Meeting for their assigned tasks.
- The Shareholders' Eligibility Verification Committee of the General Meeting is responsible for verifying the eligibility and status of shareholders and their representatives attending the meeting.
- The Shareholders' Eligibility Verification Committee reports to the General Meeting of Shareholders on shareholder attendance. If the meeting has enough shareholders entitled to attend the meeting representing more than 50% of the total voting shares, the General Meeting of Shareholders of the Company shall be held in accordance with the provisions of the Law on Enterprises.

8. RESPONSIBILITIES OF THE VOTE COUNTING COMMITTEE

- The Vote Counting Committee of the General Meeting consists of 03 members, including 01 Head and 02 Members, nominated by the Presidium and approved by the General Meeting through a vote of confidence.
- Determining the voting results of shareholders on issues approved at the General Meeting.
- Promptly reporting the voting results to the Presidium and the Secretariat of the General Meeting.

9. MINUTES OF THE MEETING AND RESOLUTION OF THE GENERAL MEETING OF SHAREHOLDERS

- All proceedings of the General Meeting of Shareholders must be recorded in the Minutes of the Meeting by the Secretariat. The Minutes of the Meeting and the Resolution of the General Meeting of Shareholders must be read and approved before the closing of the General Meeting, and must be announced within 24 hours from the end of the General Meeting and archived at the Company's head office.

10. ENFORCEMENT OF THE REGULATIONS

- Shareholders and authorized representatives attending the General Meeting must strictly comply with the Working Regulations of the General Meeting of Shareholders. Shareholders violating these Regulations will be subject to measures determined by the Presidium based on the Company's Charter and the Law on Enterprises.
- These Working Regulations and Voting Rules are presented at the General Meeting of Shareholders of Nam Kim Steel Joint Stock Company and shall take effect upon approval by shareholders representing more than 50% of the total voting shares attending the General Meeting.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

HO MINH QUANG

No.: 001/2026/TT-DHDCDBT *Ho Chi Minh City, December 12, 2026*

DRAFT

PROPOSAL

Re: Approval of contracts and transactions between the Company and affiliated persons

***To*: EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026**
NAM KIM STEEL JOINT STOCK COMPANY

- *Pursuant to the Law on Enterprises currently in effect and relevant legal documents;*
- *Pursuant to the Law on Securities currently in effect and relevant legal documents;*
- *Pursuant to Government Decree No. 155/2020/ND-CP dated December 31, 2020, detailing the implementation of a number of articles of the Law on Securities;*
- *Pursuant to Government Decree No. 245/2025/ND-CP dated September 11, 2025, amending and supplementing a number of articles of Government Decree No. 155/2020/ND-CP dated December 31, 2020, detailing the implementation of a number of articles of the Law on Securities;*
- *Pursuant to the current Charter on organization and operation of Nam Kim Steel Joint Stock Company.*

To enhance flexibility in the governance and management of Nam Kim Steel Joint Stock Company (the "Company") and proactively seize business opportunities, while strengthening coordination with member entities to effectively implement production and business plans and investment projects in line with actual needs, optimize capital utilization, and meet the operational needs of entities throughout the group, the Board of Directors (the "BOD") respectfully submits the following matters to the General Meeting of Shareholders (the "GMS") for consideration and approval:

1. APPROVAL OF CONTRACTS AND TRANSACTIONS BETWEEN THE COMPANY AND AFFILIATED PERSONS

To approve the policy of approving contracts and transactions with a value equal to or exceeding 35% (or such other percentage as prescribed by applicable law from time to time), or contracts and transactions that result in an aggregate value of contracts and transactions arising within 12 months from the date of performance of the first contract or transaction equal to or exceeding 35% (or such other percentage as prescribed by applicable law from time to time) of the Company's total assets as recorded in its most recent financial statements, as well as other contracts and transactions between the Company and Affiliated Persons falling within the approval authority of the GMS, as detailed below:

1.1. Information on the counterparty entering into and performing contracts and transactions with the Company:

Company name	:	**Ton Nam Kim Phu My Company Limited**
Enterprise Registration Certificate No.	:	3502474312
Head office address	:	Street No. 1, My Xuan B1 – Dai Duong Industrial Park, Phu My Ward, Ho Chi Minh City, Vietnam.

Principal business activities	:	Manufacturing coated steel sheets, including color-coated and galvanized steel sheets; trading in iron and steel products.
Affiliation with the Company	:	A wholly owned subsidiary in which Nam Kim Steel Joint Stock Company holds 100% of the charter capital, and also an Affiliated Person of the Internal Persons of Nam Kim Steel Joint Stock Company.

1.2. The principal contents of the contracts and transactions include:

a) Contracts and transactions for the purchase and sale of goods and/or services;

b) Borrowing and lending contracts and transactions, and provision and receipt of security;

c) Capital contribution and investment contracts and transactions;

d) Contracts and transactions for the lease or rental and purchase or sale of assets;

e) Contracts and transactions involving the transfer or acquisition of land use rights, transfer of lease rights under land lease agreements, and sublease of land use rights;

f) Other contracts, transactions, and agreements within the scope of production and business activities to meet the ordinary operational needs of the Company and Ton Nam Kim Phu My Company Limited, in compliance with applicable law and the capacities of the parties.

1.3. Specific value of each contract or transaction: To be determined for each specific activity in accordance with the pricing policies issued by the parties and/or prevailing market practices, ensuring compliance with applicable tax regulations and other relevant laws at the time of the transaction.

1.4. Principles for the performance of Contracts and Transactions: The terms and conditions shall be established on the principles of equality, independence, and risk control, while safeguarding the interests of the Company, Ton Nam Kim Phu My Company Limited, and other relevant parties (if any).

1.5. Execution and performance period: The contracts and transactions shall be executed and performed before and during the period commencing on the date this Proposal is approved by the GMS in 2026 and ending at the next Annual General Meeting of Shareholders.

1.6. The GMS approves/agrees to the assignment and delegation of authority to the BOD, within the scope of the matters approved above by the GMS, to perform the following tasks:

a) Decide on the signing of each specific contract or transaction and organize its implementation (including, without limitation, determining its contents; negotiating, adjusting, amending, and supplementing terms and conditions; canceling, terminating, and liquidating such contract or transaction) and the signing other relevant documents and records involving the Company, Ton Nam Kim Phu My Company Limited, and other relevant parties (if any).

b) Decide on the adjustment, amendment, supplementation, and finalization of relevant documents, written instruments, and dossiers to correct wording errors and technical errors in documents, clarify unclear contents, or address other arising matters based on actual circumstances, provided that such adjustments do not alter the substance of the matters approved and ensure compliance with the Company's Charter, relevant internal regulations of the Company, and applicable laws.

c) Liaise with competent state authorities and/or relevant organizations and entities, and provide explanations to them; and decide on adjustments to the matters approved by the GMS (if necessary) to ensure compliance with applicable laws and regulations from time to time.

d) Where necessary, the BOD may assign and delegate to the General Director and Legal Representative of the Company the authority to perform some or all of the foregoing tasks in compliance with resolutions and decisions of the GMS and BOD. Within the authority assigned and delegated by the BOD, the General Director and Legal Representative of the Company may further delegate the assigned tasks to a legally eligible third party from time to time.

2. APPROVAL OF THE POLICY ON INCREASING THE SUBSIDIARY'S CHARTER CAPITAL

To approve the policy on increasing the charter capital of Ton Nam Kim Phu My Company Limited, as follows:

2.1. Registered charter capital: VND 2,700,000,000,000 *(in words: Two trillion seven hundred billion Vietnamese dong)*, of which Nam Kim Steel Joint Stock Company holds 100% of the charter capital.

2.2. Total additional capital contribution by Nam Kim Steel Joint Stock Company: Up to VND 1,500,000,000,000 *(in words: One trillion five hundred billion Vietnamese dong)*.

2.3. Charter capital after the increase: Up to VND 4,200,000,000,000 *(in words: Four trillion two hundred billion Vietnamese dong)*, of which Nam Kim Steel Joint Stock Company will hold 100% of the charter capital.

2.4. Method of implementation: Nam Kim Steel Joint Stock Company shall make an additional capital contribution in cash to Ton Nam Kim Phu My Company Limited.

2.5. Purpose of the capital contribution to Ton Nam Kim Phu My Company Limited: (i) to serve the implementation of the Nam Kim Phu My Roofing Steel Plant investment project and/or (ii) to supplement working capital for investment, production, and business activities and other financial needs (if any).

2.6. The GMS approves/agrees to the assignment and delegation of authority to the BOD, within the scope of the matters approved above by the GMS, to perform the following tasks:

a) Determine the actual amount of capital to be contributed, funding sources, method, and timing of the contribution, whether in a single installment or multiple installments, based on the financial position, cash flows, and actual investment, production, and business needs of Nam Kim Steel Joint Stock Company, provided that the total additional contribution does not exceed the maximum amount approved by the GMS.

b) Decide on the adjustment, amendment, supplementation, and finalization of relevant documents, written instruments, and dossiers to correct wording errors and technical errors in documents, clarify unclear contents, or address other arising matters based on actual circumstances, provided that such adjustments do not alter the substance of the matters approved and ensure compliance with the Company's Charter, relevant internal regulations of the Company, and applicable laws.

c) Liaise with competent state authorities and/or relevant organizations and entities, and provide explanations to them; and decide on adjustments to the matters approved by the GMS (if necessary) to ensure compliance with applicable laws and regulations from time to time.

d) Where necessary, the BOD may assign and delegate to the General Director and Legal Representative of the Company the authority to perform some or all of the foregoing tasks in compliance with resolutions and decisions of the GMS and BOD. Within the authority assigned and delegated by the BOD, the General Director and Legal Representative of the Company may further delegate the assigned tasks to a legally eligible third party from time to time.

We respectfully submit to the General Meeting of Shareholders for consideration and approval.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

HO MINH QUANG

No.: 002/2026/TT-DHDCDBT *Ho Chi Minh City, December 12, 2026*

DRAFT

PROPOSAL

Re: Merger plan for Ton Nam Kim Phu My Company Limited

***To*: EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026**
NAM KIM STEEL JOINT STOCK COMPANY

- *Pursuant to the Law on Enterprises currently in effect and relevant legal documents;*
- *Pursuant to the Law on Securities currently in effect and relevant legal documents;*
- *Pursuant to Government Decree No. 155/2020/ND-CP dated December 31, 2020, detailing the implementation of a number of articles of the Law on Securities;*
- *Pursuant to Government Decree No. 245/2025/ND-CP dated September 11, 2025, amending and supplementing a number of articles of Government Decree No. 155/2020/ND-CP dated December 31, 2020, detailing the implementation of a number of articles of the Law on Securities;*
- *Pursuant to the current Charter on organization and operation of Nam Kim Steel Joint Stock Company.*

With the aim of optimizing the use of existing resources and ensuring the effective implementation of the long-term production and business development strategy of Nam Kim Steel Joint Stock Company (the "Company"), the Board of Directors (the "BOD") considers that merging Ton Nam Kim Phu My Company Limited into the Company will facilitate corporate governance, improve the efficiency of resource utilization, strengthen coordination in production and business activities, and further leverage advantages in finance, markets, partners, brand, and raw material sources in the next stage of development. On that basis, the merger is expected to help streamline the organizational structure, reduce management costs, improve the effectiveness of internal controls, optimize resource allocation, and increase shareholder value. The BOD respectfully submits the following matters to the General Meeting of Shareholders (the "GMS") for consideration and approval:

1. MERGER PLAN

To approve the plan for merging Ton Nam Kim Phu My Company Limited **(the "Merged Company")** into Nam Kim Steel Joint Stock Company **(the "Receiving Company")**, with the following principal contents:

1.1. Information on the Merged Company:

Company name	:	**Ton Nam Kim Phu My Company Limited**
Enterprise Registration Certificate No.	:	3502474312, first issued on April 13, 2022, by the Business Registration Office under the Department of Planning and Investment of Ba Ria – Vung Tau Province (now the Department of Finance of Ho Chi Minh City).
Head office address	:	Street No. 1, My Xuan B1 – Dai Duong Industrial Park, Phu My Ward, Ho Chi Minh City, Vietnam.
Principal business activities	:	Manufacturing coated steel sheets, including color-coated and galvanized steel sheets; trading in iron and steel products.

Owner : Nam Kim Steel Joint Stock Company owns 100% of the charter capital.

1.2. Merger procedures and conditions:

a) Ensure that the conditions for the merger are satisfied and all procedures under the Merger Contract are fully carried out in compliance with the laws relating to the merger.

b) Upon completion of the merger procedures, the Merged Company shall cease to exist, and the Receiving Company shall succeed to all lawful rights, obligations, and interests of the Merged Company in accordance with applicable law and the Merger Contract.

1.3. Employee utilization plan: The Receiving Company shall succeed to all rights, obligations, and responsibilities of the Merged Company toward all employees of the Merged Company under the contracts/agreements entered into. The Receiving Company shall retain all employees, arrange work suitable to their capabilities and professional qualifications, and carry out employee-related matters in accordance with the law and the Merger Contract.

1.4. Methods, procedures, timelines, and conditions for converting the assets, capital contributions, shares, and bonds of the Merged Company into capital contributions, shares, and bonds of the Receiving Company:

a) With respect to assets: The Receiving Company shall succeed to all assets of the Merged Company based on the values recorded in the accounting books of the Merged Company at the time of the merger, in accordance with the law and the Merger Contract.

b) With respect to capital contributions: The Receiving Company owns 100% of the contributed capital of the Merged Company. Upon the merger, the Receiving Company shall not be required to carry out procedures for issuing additional shares, and the value of the investment in the subsidiary shall be transferred to the corresponding other asset items in accordance with accounting laws.

c) The Merged Company has not issued any bonds; therefore, no procedures for transferring bonds from the Merged Company to the Receiving Company will arise.

1.5. Expected merger timeline: During 2027 and/or 2028, following completion of all legally required procedures.

1.6. Business operations after the merger: The Receiving Company shall continue to maintain its normal production and business operations as before the merger, while enjoying the lawful rights and interests of the Merged Company and assuming responsibility for its outstanding debts, obligations toward employees, and other property obligations.

1.7. Other matters relating to the merger of Ton Nam Kim Phu My Company Limited shall be carried out in accordance with the agreement between the parties under the Merger Contract and the relevant provisions of law.

2. MERGER CONTRACT

To approve the Merger Contract to be entered into between the Merged Company and the Receiving Company in accordance with the attached draft. The GMS approves/agrees to the assignment and delegation of authority to the General Director and Legal Representative of the Company, within the scope of the matters relating to the Merger Contract approved by the GMS, to perform the following tasks:

2.1. Decide on the signing of the Merger Contract and organize the implementation of each specific task (including but not limited to matters such as: discussions/negotiations; the date/time of signing; approval of contents; finalization of details; amendment and supplementation of terms/conditions; cancellation, termination, and liquidation; etc.), and sign other documents, instruments, and dossiers relating to the Merger Contract in accordance with actual circumstances, the matters approved by the GMS, and the provisions of law applicable from time to time.

2.2. Decide on the adjustment, amendment, supplementation, and finalization of relevant matters to correct wording errors and technical errors in documents, clarify unclear contents, or address other arising matters relating to the Merger Contract, in accordance with actual circumstances, the matters approved by the GMS, and applicable laws and regulations from time to time.

2.3. Liaise with competent state authorities and/or relevant organizations and entities, and provide explanations to them; and decide on adjustments to the matters approved by the GMS (if necessary) relating to the Merger Contract to ensure compliance with applicable laws and regulations from time to time.

2.4. Issue the Resolution/Decision of the Owner of Ton Nam Kim Phu My Company Limited approving the merger plan and the draft merger contract, in accordance with actual circumstances, the matters approved by the GMS, and the provisions of law applicable from time to time.

2.5. Where necessary, the General Director and Legal Representative of the Company may assign and delegate some or all of the assigned tasks to a legally eligible third party.

3. CHARTER OF THE RECEIVING COMPANY

The merger of the Merged Company into the Receiving Company shall not change and/or result in any adjustment/amendment/supplement to the current Charter of Nam Kim Steel Joint Stock Company. Accordingly, the GMS approves Nam Kim Steel Joint Stock Company making no adjustments to its current Charter as a result of the merger of the Merged Company, and the current Charter shall continue to remain in effect in accordance with the contents approved by the GMS.

4. IMPLEMENTATION

The GMS approves/agrees to the assignment and delegation of authority to the BOD, within the scope of the matters approved above by the GMS, to perform the following tasks:

4.1. Implement the merger of Ton Nam Kim Phu My Company Limited into Nam Kim Steel Joint Stock Company in accordance with the merger plan approved by the GMS, the provisions of law, and the Company's Charter, in order to receive, in their entirety and without alteration, all assets, rights, obligations, and lawful interests of the parties, including but not limited to:

a) Complete procedures for amending enterprise registration particulars;

b) Amend the information on the Investment Registration Certificate and other legal documents relating to the investment and construction projects of Ton Nam Kim Phu My Company Limited;

c) Amend the lessee information in land lease agreements and register changes to the issued certificates of land use rights, ownership of houses, and other assets attached to land of Ton Nam Kim Phu My Company Limited;

d) Complete procedures to amend and transfer ownership and use rights in the assets of Ton Nam Kim Phu My Company Limited;

e) Complete tax procedures relating to the merger;

f) Complete other relevant procedures required by law, if any.

4.2. Decide on and direct other related tasks and resolve issues or difficulties arising during implementation to complete the merger of Ton Nam Kim Phu My Company Limited in accordance with the matters approved by the GMS and the provisions of law.

4.3. Where necessary, the BOD may assign and delegate to the General Director and Legal Representative of the Company the authority to carry out some or all of the foregoing tasks, ensuring compliance with the resolutions/decisions of the GMS/BOD. Within the scope of the authority assigned and delegated by the BOD, the General Director and Legal Representative of the Company may further delegate the assigned tasks to a legally eligible third party from time to time.

We respectfully submit to the General Meeting of Shareholders for consideration and approval.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

HO MINH QUANG

THE SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

DRAFT

MERGER CONTRACT

(No.: ……./HDSN/NKG-NKPM)

This Merger Contract (the "**Contract**") is made and entered into on ……., by and between:

PARTY A: THE RECEIVING COMPANY

Company name	:	**NAM KIM STEEL JOINT STOCK COMPANY**
Enterprise Registration Certificate No.	:	3700477019, first issued on December 23, 2002 by the Business Registration Office – Department of Planning and Investment of Binh Duong Province (now the Department of Finance of Ho Chi Minh City).
Head office address	:	Lot A1, D2 Street, Dong An 2 Industrial Park, Binh Duong Ward, Ho Chi Minh City, Vietnam.
Represented by	:	Mr./Ms. ……...
Position	:	……
Power of attorney (if any)	:	…… ……

(In this Contract, Nam Kim Steel Joint Stock Company is referred to as the "**Receiving Company**".)

AND

PARTY B: THE MERGED COMPANY

Company name	:	**TON NAM KIM PHU MY COMPANY LIMITED**
Enterprise Registration Certificate No.	:	3502474312, first issued on April 13, 2022 by the Business Registration Office – Department of Planning and Investment of Ba Ria – Vung Tau Province (now the Department of Finance of Ho Chi Minh City).
Head office address	:	Street No. 1, My Xuan B1 – Dai Duong Industrial Park, Phu My Ward, Ho Chi Minh City, Vietnam.
Represented by	:	Mr./Ms. ……...
Position	:	……
Power of attorney (if any)	:	…… ……

(In this Contract, Ton Nam Kim Phu My Company Limited is referred to as the "**Merged Company**".)

The Receiving Company and the Merged Company are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**," as the context requires.

Whereas:

- The Merged Company is a single-member limited liability company whose charter capital is 100% owned by the Receiving Company.
- The Parties have the same principal production and business activities in the manufacture of various types of steel sheets.
- With the objective of optimizing the use of existing resources and ensuring the effective implementation of the Receiving Company's long-term production and business development strategy.

Therefore, the Parties have mutually agreed to enter into this Merger Contract with the following detailed provisions:

ARTICLE 1. DEFINITIONS

Unless the context of this Contract requires otherwise, the following terms shall have the meanings set forth below:

1.1. Contract means this Merger Contract and all amendments and supplements thereto (if any).

1.2. Merger/Merger Transaction means the merger between the Receiving Company and the Merged Company pursuant to Article 2 of this Contract.

1.3. Signing Date means the date on which this Contract is signed by the duly authorized representatives of the Parties, as stated at the beginning of this Contract.

1.4. License Issuance Date means the date on which the business registration authority issues a new Enterprise Registration Certificate to the Receiving Company (after the Merger) pursuant to Article 2.3 of this Contract.

1.5. Assets means assets together with all rights and interests arising from or relating to such assets.

1.6. Rights means all lawful rights, privileges, interests, entitlements, and powers.

1.7. Obligations means all debts, amounts payable, liabilities, restrictions, and obligations owed to third parties and/or competent state authorities (including but not limited to tax, customs, and social insurance authorities, etc.).

ARTICLE 2. MERGER, CONDITIONS AND PROCEDURES FOR THE MERGER

2.1. The Receiving Company agrees to receive the merger, and the Merged Company agrees to merge into the Receiving Company, through the transfer by the Merged Company of all its assets, rights, obligations, and lawful interests to the Receiving Company in accordance with the terms and conditions set forth in this Contract. This Merger does not generate income for either Party, nor does it give rise to any purchase or sale of shares or capital contributions between the Parties or any shareholders of the Parties; therefore, the Merger does not give rise to any tax obligations arising from a transfer of capital for any party.

2.2. The Merger shall be carried out when the following conditions have been satisfied:

a) The Parties undertaking the Merger must ensure compliance with the provisions of the Law on Competition concerning company mergers;

b) The Parties have issued Resolutions/Decisions approving the merger plan and the draft merger contract in accordance with applicable law;

c) The Merger Contract has been signed by the duly authorized representatives of the Parties.

2.3. The Merger procedures shall be carried out after the conditions specified in Article 2.2 have been satisfied, specifically as follows:

a) Notify creditors and employees of this Contract in accordance with the Law on Enterprises;

b) The Receiving Company shall carry out procedures to amend its enterprise registration information in connection with the Merger at the competent business registration authority;

c) The Parties shall carry out tax procedures relating to the Merger at the competent authorities in accordance with law;

d) The Parties shall coordinate the inventory, preparation of lists, and commencement of the transfer of Assets and employees according to a schedule and plan consistent with this Contract. Such transfer shall not affect the production and business operations of the Parties until the Receiving Company officially takes over all production and business operations of the Merged Company;

e) The Parties shall endeavor to perform other related tasks and procedures to complete the Merger in accordance with law and actual circumstances.

2.4. After completion of the Merger procedures in accordance with law. Accordingly, the Parties approve the corporate reorganization as follows:

a) The Receiving Company owns 100% of the charter capital of the Merged Company; therefore, the Merger Transaction does not affect the charter capital or total assets (at book value) of the Receiving Company.

b) The charter capital of the Receiving Company shall remain unchanged, specifically as follows:

- Charter capital: …….. VND *(In words:…… Vietnamese dong).*
- Total number of shares: …….. shares.
- Class of shares: Ordinary shares.
- Par value per share: VND 10,000/share.

c) The enterprise registration information of the Receiving Company (including but not limited to its enterprise name, head office address, legal representative, business lines, and tax registration information, etc.) shall remain unchanged;

d) The Charter on organization and operation of the Receiving Company shall remain unchanged in content;

e) The Board of Directors, Supervisory Board, and management positions of the Receiving Company shall remain unchanged;

f) Upon completion of the Merger under this Contract, the Merged Company shall cease operations in accordance with law.

2.5. The Parties agree that the date for determining the value of the assets subject to the merger (at book value) of each Party shall be as of ...../...../..... (the "**Closing Date**").

The value of the assets, liabilities, and owners' equity of each Party as of the Closing Date shall serve as the basis for carrying out accounting and tax procedures relating to the Merger Transaction (if any). All changes arising after the Closing Date in relation to assets, liabilities, revenue, expenses, and other financial obligations shall continue to be recognized, managed, and accounted for by the Receiving Company in accordance with law and accounting principles applicable in Vietnam.

2.6. Period for Implementation of the Merger: The Parties shall endeavor to carry out the merger-related tasks from the Signing Date until completion of the matters specified in Article 5 of this Contract.

ARTICLE 3. TRANSFER OF ASSETS, RIGHTS, OBLIGATIONS, AND INTERESTS FROM THE MERGED COMPANY TO THE RECEIVING COMPANY

3.1. On the License Issuance Date, the Receiving Company shall receive from the Merged Company the transfer of:

a) All Assets of the Merged Company.

b) All Rights of the Merged Company, including but not limited to:

- All rights under each contract or agreement entered into between the Merged Company and any third party (collectively, the "**Third-Party Contracts**") shall be transferred to the Receiving Company and shall continue to bind such third party as if the Receiving Company itself had entered into the Third-Party Contracts.
- All sums of money and debts (of any form and in any currency) that are due, outstanding, arising, or payable by any third party to the Merged Company (whether actual or contingent and whether individually or jointly with any other person) shall be transferred to the Receiving Company.
- All rights under any certificates, credentials, licenses, permits, registrations, consents, approvals, ratifications, and authorizations issued to the Merged Company at any time by competent Vietnamese authorities and/or relevant foreign organizations (if any) (collectively, the "**Licenses**") shall be transferred to the Receiving Company. The Receiving Company shall receive such Licenses as though they had been issued to the Receiving Company.

c) All Obligations of the Merged Company. Accordingly, the Receiving Company shall replace the Merged Company in assuming responsibility for performing such obligations toward all creditors and/or relevant third parties.

3.2. Immediately after the License Issuance Date, the Parties shall carry out the necessary procedures to complete the transfer of the foregoing Assets, Rights, and Obligations as soon as possible and in compliance with law.

3.3. Because the performance of the procedures specified in this Article of the Contract may be affected by objective causes attributable to competent state authorities, subjective causes attributable to the Parties, or force majeure events as prescribed by law, the Parties agree that, regardless of whether the Receiving Company has performed or completed the foregoing procedures, all of the foregoing Assets, Rights, and Obligations shall be transferred to the Receiving Company as of the License Issuance Date.

ARTICLE 4. EMPLOYEE UTILIZATION PLAN

4.1. On the License Issuance Date, all employees of the Merged Company shall become employees of the Receiving Company. The Receiving Company shall succeed to all rights, obligations, and responsibilities of the Merged Company toward all employees of the Merged Company under the contracts/agreements entered into.

4.2. The Receiving Company shall retain and arrange work appropriate to the capabilities and professional qualifications of all employees, and positions/titles for all management personnel.

4.3. The Receiving Company may reorganize its workforce (if necessary) and carry out employee-related matters in accordance with law and the regulations of the Receiving Company.

ARTICLE 5. COMPLETION OF THE MERGER

The Merger shall be deemed completed on the date on which all of the following conditions have been satisfied:

5.1. The transfer of Assets, employees, rights, obligations, and lawful interests from the Merged Company to the Receiving Company, together with the related registration procedures with competent state authorities, has been completed.

5.2. The Parties have completed the procedures for termination of the existence of the Merged Company in accordance with law.

ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE RECEIVING COMPANY

6.1. Fully carry out the legal procedures relating to the Merger Transaction as provided in this Contract and in accordance with law.

6.2. Resolve related complaints and disputes after completion of the Merger Transaction.

6.3. Other rights and obligations as provided in this Contract and relevant laws.

ARTICLE 7. RIGHTS AND OBLIGATIONS OF THE MERGED COMPANY

7.1. During the period from the Signing Date to the License Issuance Date, unless otherwise agreed by the Receiving Company, the Merged Company undertakes that all of its business activities shall comply with the following principles:

a) Use all reasonable and necessary measures to maintain and continue its business operations and business opportunities as before the execution of this Contract;

b) Use its reasonable efforts to (i) keep its existing business organization unaffected; (ii) maintain the employment of its current employees; and (iii) maintain relationships with customers, suppliers, distributors, consultants, and other individuals and organizations with which the Merged Company has business relationships.

7.2. The Merged Company shall fully, truthfully, and accurately declare all of its assets, rights, obligations, and lawful interests as of the time of transfer of the assets.

7.3. The Merged Company shall fully carry out the legal procedures relating to the Merger Transaction as provided in this Contract and in accordance with law.

7.4. Other rights and obligations as provided in the Contract and relevant laws.

ARTICLE 8. UNDERTAKINGS AND WARRANTIES OF THE PARTIES

8.1. The Parties undertake that the execution and performance of this Contract do not violate the Charters of the Parties or relevant laws.

8.2. Each Party shall bear its own costs relating to the preparation of this Contract and other costs incurred within the scope of its responsibilities in connection with the Merger under this Contract.

8.3. In addition to taking the actions permitted under this Contract, each Party agrees to use reasonable efforts to do all things necessary to complete the Merger as soon as possible.

8.4. Throughout the period from the Signing Date to the License Issuance Date, the Parties shall continue their normal business operations.

ARTICLE 9. GENERAL PROVISIONS

9.1. If any provision of this Contract, or the application thereof, becomes or is declared by a competent state authority to be unlawful, invalid, or unenforceable, the remainder of this Contract shall remain in effect, and the Parties shall negotiate to replace such invalid, unlawful, or unenforceable provision with another lawful provision whose content most closely reflects the original purpose of this Contract.

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

9.3. Any dispute arising out of or relating to this Contract shall first be resolved through consultation and negotiation within 30 (thirty) days from the date on which it arises. If the Parties are unable to resolve the dispute themselves within the foregoing period, either Party shall have the right to submit the dispute to the competent People's Court for resolution.

9.4. Neither Party may transfer or delegate all or any part of this Contract or any rights, interests, or obligations below without the prior written consent of the other Party. All amendments and supplements to this Contract must be made in writing and signed by the authorized representatives of the Parties.

9.5. This Contract shall take effect on the Signing Date and shall be made in 04 (four) originals, with each Party retaining 02 (two) originals of equal force and validity.

9.6. The Parties undertake that they have read and fully understood all terms and conditions of this Contract and sign below to be bound by the obligations of performance.

FOR AND ON BEHALF OF THE MERGED COMPANY TON NAM KIM PHU MY COMPANY LIMITED	**FOR AND ON BEHALF OF THE RECEIVING COMPANY NAM KIM STEEL JOINT STOCK COMPANY**
(Signature and seal)	*(Signature and seal)*
Full name: ……	**Full name: ……**
Position: ……	**Position: ……**

No.: 003/2026/TT-DHDCDBT *Ho Chi Minh City, December 12, 2026*

DRAFT

PROPOSAL

Re: Dismissal of a member of the Board of Directors for the 2025 – 2030 term

***To*: EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026**
NAM KIM STEEL JOINT STOCK COMPANY

- *Pursuant to the Law on Enterprises currently in effect and relevant legal documents;*
- *Pursuant to the Law on Securities currently in effect and relevant legal documents;*
- *Pursuant to Government Decree No. 155/2020/ND-CP dated December 31, 2020, detailing the implementation of a number of articles of the Law on Securities;*
- *Pursuant to Government Decree No. 245/2025/ND-CP dated September 11, 2025, amending and supplementing a number of articles of Government Decree No. 155/2020/ND-CP dated December 31, 2020, detailing the implementation of a number of articles of the Law on Securities;*
- *Pursuant to the current Charter on organization and operation of Nam Kim Steel Joint Stock Company;*
- *Pursuant to the resignation letter dated September 4, 2026, submitted by Mr. Vo Hoang Vu, a member of the Board of Directors.*

To ensure that the organizational structure of Nam Kim Steel Joint Stock Company operates in accordance with the law and meets the Company's corporate governance requirements, the Board of Directors (BOD) reports and submits the following matters to the General Meeting of Shareholders:

1. Approve the resignation letter and dismiss the following member of the BOD:

   - Mr. Vo Hoang Vu

2. The number of members remaining on the Board of Directors for the 2025 – 2030 term is 04 members, which continues to satisfy the provisions of the Charter on organization and operation of Nam Kim Steel Joint Stock Company and comply with applicable laws.

We respectfully submit to the General Meeting of Shareholders for consideration and approval.

ON BEHALF OF THE BOARD OF DIRECTORS
CHAIRMAN

HO MINH QUANG

No.: 002/2026/NQ-DHDCD *Ho Chi Minh City, December 12, 2026*

DRAFT

RESOLUTION

EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026
NAM KIM STEEL JOINT STOCK COMPANY

- *Pursuant to the Law on Enterprises currently in effect and relevant legal documents;*
- *Pursuant to the current Charter of organization and operation of Nam Kim Steel Joint Stock Company;*
- *Pursuant to the Proposals of the Board of Directors presented at the Extraordinary General Meeting of Shareholders 2026 on December 12, 2026;*
- *Pursuant to the Minutes of Meeting No. 002/2026/BBH-DHDCD of the Extraordinary General Meeting of Shareholders 2026 of Nam Kim Steel Joint Stock Company on December 12, 2026.*

HEREBY RESOLVES:

Article 1. Approval of Proposal No. 001/2026/TT-DHDCDBT on approval of contracts and transactions between the Company and affiliated persons, specifically:

1. APPROVAL OF CONTRACTS AND TRANSACTIONS BETWEEN THE COMPANY AND AFFILIATED PERSONS

To approve the policy of approving contracts and transactions with a value equal to or exceeding 35% (or such other percentage as prescribed by applicable law from time to time), or contracts and transactions that result in an aggregate value of contracts and transactions arising within 12 months from the date of performance of the first contract or transaction equal to or exceeding 35% (or such other percentage as prescribed by applicable law from time to time) of the Company's total assets as recorded in its most recent financial statements, as well as other contracts and transactions between the Company and Affiliated Persons falling within the approval authority of the GMS, as detailed below:

1.1. Information on the counterparty entering into and performing contracts and transactions with the Company:

Company name	:	**Ton Nam Kim Phu My Company Limited**
Enterprise Registration Certificate No.	:	3502474312
Head office address	:	Street No. 1, My Xuan B1 – Dai Duong Industrial Park, Phu My Ward, Ho Chi Minh City, Vietnam.
Principal business activities	:	Manufacturing coated steel sheets, including color-coated and galvanized steel sheets; trading in iron and steel products.
Affiliation with the Company	:	A wholly owned subsidiary in which Nam Kim Steel Joint Stock Company holds 100% of the charter capital, and also an Affiliated Person of the Internal Persons of Nam Kim Steel Joint Stock Company.

1.2. The principal contents of the contracts and transactions include:

a) Contracts and transactions for the purchase and sale of goods and/or services;

b) Borrowing and lending contracts and transactions, and provision and receipt of security;

c) Capital contribution and investment contracts and transactions;

d) Contracts and transactions for the lease or rental and purchase or sale of assets;

e) Contracts and transactions involving the transfer or acquisition of land use rights, transfer of lease rights under land lease agreements, and sublease of land use rights;

f) Other contracts, transactions, and agreements within the scope of production and business activities to meet the ordinary operational needs of the Company and Ton Nam Kim Phu My Company Limited, in compliance with applicable law and the capacities of the parties.

1.3. Specific value of each contract or transaction: To be determined for each specific activity in accordance with the pricing policies issued by the parties and/or prevailing market practices, ensuring compliance with applicable tax regulations and other relevant laws at the time of the transaction.

1.4. Principles for the performance of Contracts and Transactions: The terms and conditions shall be established on the principles of equality, independence, and risk control, while safeguarding the interests of the Company, Ton Nam Kim Phu My Company Limited, and other relevant parties (if any).

1.5. Execution and performance period: The contracts and transactions shall be executed and performed before and during the period commencing on the date this Proposal is approved by the GMS in 2026 and ending at the next Annual General Meeting of Shareholders.

1.6. The GMS approves/agrees to the assignment and delegation of authority to the BOD, within the scope of the matters approved above by the GMS, to perform the following tasks:

a) Decide on the signing of each specific contract or transaction and organize its implementation (including, without limitation, determining its contents; negotiating, adjusting, amending, and supplementing terms and conditions; canceling, terminating, and liquidating such contract or transaction) and the signing other relevant documents and records involving the Company, Ton Nam Kim Phu My Company Limited, and other relevant parties (if any).

b) Decide on the adjustment, amendment, supplementation, and finalization of relevant documents, written instruments, and dossiers to correct wording errors and technical errors in documents, clarify unclear contents, or address other arising matters based on actual circumstances, provided that such adjustments do not alter the substance of the matters approved and ensure compliance with the Company's Charter, relevant internal regulations of the Company, and applicable laws.

c) Liaise with competent state authorities and/or relevant organizations and entities, and provide explanations to them; and decide on adjustments to the matters approved by the GMS (if necessary) to ensure compliance with applicable laws and regulations from time to time.

d) Where necessary, the BOD may assign and delegate to the General Director and Legal Representative of the Company the authority to perform some or all of the foregoing tasks in compliance with resolutions and decisions of the GMS and BOD. Within the authority assigned and delegated by the BOD, the General Director and Legal Representative of the Company may further delegate the assigned tasks to a legally eligible third party from time to time.

2. APPROVAL OF THE POLICY ON INCREASING THE SUBSIDIARY'S CHARTER CAPITAL

To approve the policy on increasing the charter capital of Ton Nam Kim Phu My Company Limited, as follows:

2.1. Registered charter capital: VND 2,700,000,000,000 *(in words: Two trillion seven hundred billion Vietnamese dong)*, of which Nam Kim Steel Joint Stock Company holds 100% of the charter capital.

2.2. Total additional capital contribution by Nam Kim Steel Joint Stock Company: Up to VND 1,500,000,000,000 *(in words: One trillion five hundred billion Vietnamese dong)*.

2.3. Charter capital after the increase: Up to VND 4,200,000,000,000 *(in words: Four trillion two hundred billion Vietnamese dong)*, of which Nam Kim Steel Joint Stock Company will hold 100% of the charter capital.

2.4. Method of implementation: Nam Kim Steel Joint Stock Company shall make an additional capital contribution in cash to Ton Nam Kim Phu My Company Limited.

2.5. Purpose of the capital contribution to Ton Nam Kim Phu My Company Limited: (i) to serve the implementation of the Nam Kim Phu My Roofing Steel Plant investment project and/or (ii) to supplement working capital for investment, production, and business activities and other financial needs (if any).

2.6. The GMS approves/agrees to the assignment and delegation of authority to the BOD, within the scope of the matters approved above by the GMS, to perform the following tasks:

a) Determine the actual amount of capital to be contributed, funding sources, method, and timing of the contribution, whether in a single installment or multiple installments, based on the financial position, cash flows, and actual investment, production, and business needs of Nam Kim Steel Joint Stock Company, provided that the total additional contribution does not exceed the maximum amount approved by the GMS.

b) Decide on the adjustment, amendment, supplementation, and finalization of relevant documents, written instruments, and dossiers to correct wording errors and technical errors in documents, clarify unclear contents, or address other arising matters based on actual circumstances, provided that such adjustments do not alter the substance of the matters approved and ensure compliance with the Company's Charter, relevant internal regulations of the Company, and applicable laws.

c) Liaise with competent state authorities and/or relevant organizations and entities, and provide explanations to them; and decide on adjustments to the matters approved by the GMS (if necessary) to ensure compliance with applicable laws and regulations from time to time.

d) Where necessary, the BOD may assign and delegate to the General Director and Legal Representative of the Company the authority to perform some or all of the foregoing tasks in compliance with resolutions and decisions of the GMS and BOD. Within the authority assigned and delegated by the BOD, the General Director and Legal Representative of the Company may further delegate the assigned tasks to a legally eligible third party from time to time.

Article 2. Approval of Proposal No. 002/2026/TT-DHDCDBT on the merger plan for Ton Nam Kim Phu My Company Limited, specifically:

1. MERGER PLAN

To approve the plan for merging Ton Nam Kim Phu My Company Limited **(the "Merged Company")** into Nam Kim Steel Joint Stock Company **(the "Receiving Company")**, with the following principal contents:

1.1. Information on the Merged Company:

Company name	:	**Ton Nam Kim Phu My Company Limited**
Enterprise Registration Certificate No.	:	3502474312, first issued on April 13, 2022, by the Business Registration Office under the Department of Planning and Investment of Ba Ria – Vung Tau Province (now the Department of Finance of Ho Chi Minh City).
Head office address	:	Street No. 1, My Xuan B1 – Dai Duong Industrial Park, Phu My Ward, Ho Chi Minh City, Vietnam.
Principal business activities	:	Manufacturing coated steel sheets, including color-coated and galvanized steel sheets; trading in iron and steel products.
Owner	:	Nam Kim Steel Joint Stock Company owns 100% of the charter capital.

1.2. Merger procedures and conditions:

a) Ensure that the conditions for the merger are satisfied and all procedures under the Merger Contract are fully carried out in compliance with the laws relating to the merger.

b) Upon completion of the merger procedures, the Merged Company shall cease to exist, and the Receiving Company shall succeed to all lawful rights, obligations, and interests of the Merged Company in accordance with applicable law and the Merger Contract.

1.3. Employee utilization plan: The Receiving Company shall succeed to all rights, obligations, and responsibilities of the Merged Company toward all employees of the Merged Company under the contracts/agreements entered into. The Receiving Company shall retain all employees, arrange work suitable to their capabilities and professional qualifications, and carry out employee-related matters in accordance with the law and the Merger Contract.

1.4. Methods, procedures, timelines, and conditions for converting the assets, capital contributions, shares, and bonds of the Merged Company into capital contributions, shares, and bonds of the Receiving Company:

a) With respect to assets: The Receiving Company shall succeed to all assets of the Merged Company based on the values recorded in the accounting books of the Merged Company at the time of the merger, in accordance with the law and the Merger Contract.

b) With respect to capital contributions: The Receiving Company owns 100% of the contributed capital of the Merged Company. Upon the merger, the Receiving Company shall not be required to carry out procedures for issuing additional shares, and the value of the investment in the subsidiary shall be transferred to the corresponding other asset items in accordance with accounting laws.

c) The Merged Company has not issued any bonds; therefore, no procedures for transferring bonds from the Merged Company to the Receiving Company will arise.

1.5. Expected merger timeline: During 2027 and/or 2028, following completion of all legally required procedures.

1.6. Business operations after the merger: The Receiving Company shall continue to maintain its normal production and business operations as before the merger, while enjoying the lawful rights and interests of the Merged Company and assuming responsibility for its outstanding debts, obligations toward employees, and other property obligations.

1.7. Other matters relating to the merger of Ton Nam Kim Phu My Company Limited shall be carried out in accordance with the agreement between the parties under the Merger Contract and the relevant provisions of law.

2. MERGER CONTRACT

To approve the Merger Contract to be entered into between the Merged Company and the Receiving Company in accordance with the attached draft. The GMS approves/agrees to the assignment and delegation of authority to the General Director and Legal Representative of the Company, within the scope of the matters relating to the Merger Contract approved by the GMS, to perform the following tasks:

2.1. Decide on the signing of the Merger Contract and organize the implementation of each specific task (including but not limited to matters such as: discussions/negotiations; the date/time of signing; approval of contents; finalization of details; amendment and supplementation of terms/conditions; cancellation, termination, and liquidation; etc.), and sign other documents, instruments, and dossiers relating to the Merger Contract in accordance with actual circumstances, the matters approved by the GMS, and the provisions of law applicable from time to time.

2.2. Decide on the adjustment, amendment, supplementation, and finalization of relevant matters to correct wording errors and technical errors in documents, clarify unclear contents, or address other arising matters relating to the Merger Contract, in accordance with actual circumstances, the matters approved by the GMS, and applicable laws and regulations from time to time.

2.3. Liaise with competent state authorities and/or relevant organizations and entities, and provide explanations to them; and decide on adjustments to the matters approved by the GMS (if necessary) relating to the Merger Contract to ensure compliance with applicable laws and regulations from time to time.

2.4. Issue the Resolution/Decision of the Owner of Ton Nam Kim Phu My Company Limited approving the merger plan and the draft merger contract, in accordance with actual circumstances, the matters approved by the GMS, and the provisions of law applicable from time to time.

2.5. Where necessary, the General Director and Legal Representative of the Company may assign and delegate some or all of the assigned tasks to a legally eligible third party.

3. CHARTER OF THE RECEIVING COMPANY

The merger of the Merged Company into the Receiving Company shall not change and/or result in any adjustment/amendment/supplement to the current Charter of Nam Kim Steel Joint Stock Company. Accordingly, the GMS approves Nam Kim Steel Joint Stock Company making no adjustments to its current Charter as a result of the merger of the Merged Company, and the current Charter shall continue to remain in effect in accordance with the contents approved by the GMS.

4. IMPLEMENTATION

The GMS approves/agrees to the assignment and delegation of authority to the BOD, within the scope of the matters approved above by the GMS, to perform the following tasks:

4.1. Implement the merger of Ton Nam Kim Phu My Company Limited into Nam Kim Steel Joint Stock Company in accordance with the merger plan approved by the GMS, the provisions of law, and the Company's Charter, in order to receive, in their entirety and without alteration, all assets, rights, obligations, and lawful interests of the parties, including but not limited to:

a) Complete procedures for amending enterprise registration particulars;

b) Amend the information on the Investment Registration Certificate and other legal documents relating to the investment and construction projects of Ton Nam Kim Phu My Company Limited;

c) Amend the lessee information in land lease agreements and register changes to the issued certificates of land use rights, ownership of houses, and other assets attached to land of Ton Nam Kim Phu My Company Limited;

d) Complete procedures to amend and transfer ownership and use rights in the assets of Ton Nam Kim Phu My Company Limited;

e) Complete tax procedures relating to the merger;

f) Complete other relevant procedures required by law, if any.

4.2. Decide on and direct other related tasks and resolve issues or difficulties arising during implementation to complete the merger of Ton Nam Kim Phu My Company Limited in accordance with the matters approved by the GMS and the provisions of law.

4.3. Where necessary, the BOD may assign and delegate to the General Director and Legal Representative of the Company the authority to carry out some or all of the foregoing tasks, ensuring compliance with the resolutions/decisions of the GMS/BOD. Within the scope of the authority assigned and delegated by the BOD, the General Director and Legal Representative of the Company may further delegate the assigned tasks to a legally eligible third party from time to time.

Article 3. Approval of Proposal No. 003/2026/TT-DHDCDBT on the dismissal of a member of the Board of Directors for the 2025 – 2030 term, specifically:

1. Approve the resignation letter and dismiss the following member of the BOD:

- Mr. Vo Hoang Vu

2. The number of members remaining on the Board of Directors for the 2025 – 2030 term is 04 members, which continues to satisfy the provisions of the Charter on Organization and Operation of Nam Kim Steel Joint Stock Company and comply with applicable laws.

Article 4. Assign the Board of Directors to organize, implement, and carry out the contents approved at the General Meeting in accordance with the Company's Charter and current laws. The Board of Supervisors is responsible for inspecting and supervising the implementation of the contents approved by the General Meeting of Shareholders.

Article 5. The resolution approved by the Extraordinary General Meeting of Shareholders in 2026 on December 12, 2026, has been made in 5 copies, each of equal value, and is published on the Company's website (www.tonnamkim.com) for shareholders and investors to access information./.

ON BEHALF OF THE GENERAL MEETING OF SHAREHOLDERS
CHAIRMAN OF THE BOARD OF DIRECTORS

Recipients:
- *Members of BOD, BOS;*
- *Shareholders of the Company;*
- *State Securities Commission;*
- *Ho Chi Minh Stock Exchange;*
- *Company Website;*
- *Archive: Office.*

HO MINH QUANG

TÔN NAM KIM
THƯƠNG HIỆU QUỐC GIA

NAM KIM STEEL JOINT STOCK COMPANY

Lot A1, D2 Street, Dong An 2 Industrial Park, Binh Duong Ward, Ho Chi Minh City

T: 0274 3748 848
F: 0274 3748 868
E: info@namkimgroup.vn
www.tonnamkim.com

EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS 2026
NAM KIM STEEL JOINT STOCK COMPANY

VOTING CARD

SHAREHOLDER CODE:

Shareholder's full name:

Number of shares owned: shares

Number of shares authorized: shares

Total number of represented shares: **shares**

(Delegate raises ballot and votes on each voting content)