

No.: 21 /VWTC - TCHC

Quang Ninh, January 12, 2026

EXTRAORDINARY INFORMATION DISCLOSURE

To: - State Securities Commission;
- Hanoi Stock Exchange

1. Organization name: Vinacomin Waterway Transport Joint Stock Company
Stock code: WTC
Address: Plot 16, Lot B17, Column 5 - Column 8 Urban Area, Ha Long Ward,
Quang Ninh Province.

Tax Code: 5700647458

Contact telephone: 0203.3518.069

E-mail: vantaithuytkv@vnn.vn

Website: vantaithuytkv.vn

2. Content of information disclosure:

- Vinacomin Waterway Transport Joint Stock Company discloses information regarding Resolution No. 03/NQ-HDQT dated January 12, 2026 of the Board of Directors of the Company on Contract No. 01/2026/HDMB/VTT-PT dated January 12, 2026 for the purchase of the VTT02 Barge-Pusher Tug Convoy.

3. This information was disclosed on the company's website on January 12, 2026 at the link: vantaithuytkv.vn

We undertake that the information disclosed above is true and we are fully responsible before the law for the content of the disclosed information./.

Attached documents:

Resolution No. 03/NQ-HDQT dated January 12, 2026 on the purchase contract for the VTT02 Barge Convoy.

LEGAL REPRESENTATIVE



Nguyen Thanh Cong

No.: 03 /NQ - HDQT

Quang Ninh, January 12, 2026

RESOLUTION

**Regarding the approval of the Purchase Contract
for VTT 02 Barge-Pusher Tug Convoy**

**BOARD OF DIRECTORS OF
VINACOMIN WATERWAY TRANSPORT JOINT STOCK COMPANY**

Pursuant to the Charter on Organization and Operation of Vinacomin Waterway Transport Joint Stock Company approved by the General Meeting of Shareholders on April 21, 2023;

Pursuant to Meeting Minutes No. 03/BB - HDQT dated January 12, 2026 of the Board of Directors of Vinacomin Waterway Transport Joint Stock Company,

RESOLVES:

Article 1. To approve Contract No. 01/2026/HDMB/VTT-PT regarding the purchase of VTT 02 Barge-Pusher Tug Convoy between the Company and Phuong Trang Shipping Company Limited, as follows:

* Contract Name: Purchase and Sale Contract for VTT 02 Barge-Pusher Tug Convoy No. 01/2026/HDMB/VTT-PT, dated January 12, 2026.

* Contract Value: **43,400,000,000 VND**

In words: Forty-three billion, four hundred million Vietnamese Dong.

The above value includes Value Added Tax (VAT).

* Handover time: Within 60 days from the effective date of the Contract.

* Delivery location: The barge convoy shall be delivered and received in its current condition, in a safe floating state at a buoy/anchorage position within the waters of a safe port in the area as agreed upon by both parties.

Article 2. The Board of Directors assigns the Director of the Company to implement and report to the Board of Directors of the Company/.

Recipients:

- Members of the BOD, Company Supervisors;
- Director, Deputy Directors;
- Company departments;
- Filed: Person in charge of corporate governance of the Company.

**ON BEHALF OF THE BOARD OF
DIRECTORS
CHAIRPERSON**



Trinh Trung Uy

SOCIALIST REPUBLIC OF VIET NAM
Independence – Freedom – Happiness

BARGE CONVOY SALE AND PURCHASE CONTRACT
No.:01/2026/ HDMB/VTT-PT

- Pursuant to the Civil Code of the Socialist Republic of Vietnam No. 91/2015/QH13 dated November 24, 2015;
- Pursuant to the Commercial Law of the Socialist Republic of Vietnam No. 36/2005/QH11 dated June 14, 2005;
- Based on the needs and capabilities of the Parties,

Today, on January 12, 2026, at Ha Long Ward, Quang Ninh Province, we include:

**BUYER: VINACOMIN WATERWAY TRANSPORT JOINT STOCK COMPANY
(PARTY A)**

Address : Plot No. 16, Lot B17, Column 5- Column 8 Urban Area, Ha Long Ward, Quang Ninh Province, Vietnam.

Telephone : 0203 3518069 Fax: 0203 3518059

Representative: Mr. **Nguyen Thanh Cong** Position: Director.

Tax code : 5700647458

Account No.: 8689 8888 001 at Tien Phong Commercial Joint Stock Bank – Quang Ninh Branch.

**SELLER: PHUONG TRANG MARITIME TRANSPORT COMPANY LIMITED
(PARTY B)**

Address : Group 6A, Yet Kieu 6 Quarter, Hong Gai Ward, Quang Ninh Province, Vietnam.

Telephone : 0913450709

Representative: Mr. **Pham The Trong Tu** Position: Director.

Tax code : 5701883401

Account no. : 4480819999 at BIDV – Ha Long Branch.

: 112642778888 at VietinBank – Quang Ninh Branch.

Email: vtbphuongtranghl@gmail.com

The Parties hereby agree to enter into the Sale and Purchase Contract of 01 (one) barge convoy (hereinafter referred to as the “Contract”) with the following terms and conditions:

ARTICLE 1: GENERAL AGREEMENT

The Seller agrees to sell and the Buyer agrees to purchase 01 (one) barge convoy, including: 01 pusher tugboat and 04 barges (hereinafter referred to as the “barge convoy”), with the main technical specifications as follows:

1. Means name: VTT 02	Administrative registration No.: QN-8730, No.: 14270/DK; date: January 7, 2026.
Year and place of construction: 2025 Hai Phong, Vietnam	Registration No.:V14-03585
Registry: VR	Lmax x Bmax:24.38 x 6.18 (m)
Vessel class:VR-SI	Lx Bx Dx d: 23.4x 6x 2.75x 1.8 (m)
Vessel type: Pusher tugboat	Freeboard F: 958 (mm)
Port of registry: QUANG NINH	Propulsive force: 11760 (KG)
Total capacity: 87 (GT)	Deadweight: 17.44 (Tons)
Total main engine power: 1000/48 Horsepower	Main engine type: 8170ZC1000-5

2. Means name: SL VTT01	Administrative registration No.: QN-8731, No.: 14271/DK; date: January 7, 2026
Year and place of construction: 2025 Hai Phong, Vietnam	Registration No.:V14-03596
Registry: VR	Lmax x Bmax:54 x 12.18 (m)
Vessel class:VR-SI/VR-SII	Lx Bx Dx d: 53.86 x 12 x 3 x 2.62 (m)
Use: Deck cargo transportation	Freeboard F: 388/228 (mm)
Port of registry: QUANG NINH	Cargo capacity: 1355/1458 (tons)
Total capacity: 498 (GT)	Deadweight: 1358/1460.76 (tons)
Total main/auxiliary engine power: 0/4.8 Horsepower	Engine type: GP160H

3. Means name: SL VTT02	Administrative registration No.: QN-8732, No.: 14272/DK; date: January 7, 2026.
Year and place of construction: 2025 Hai Phong, Vietnam	Registration No.:V14-03595
Registry: VR	Lmax x Bmax:54 x 12.18 (m)
Vessel class:VR-SI/VR-SII	Lx Bx Dx d: 53.86 x 12 x 3 x 2.62 (m)
Use: Deck cargo transportation	Freeboard F: 388/228 (mm)
Port of registry: QUANG NINH	Cargo capacity: 1355/1458 (tons)
Total capacity: 498 (GT)	Deadweight: 1358/1460.76 (tons)
Total main/auxiliary engine power: 0/4.8 Horsepower	Engine type: GP160H

4. Means name: SL VTT03	Administrative registration No.: QN-8733, No.: 14273/DK; date: January 7, 2026.
Year and place of construction: 2025 Hai Phong, Vietnam	Registration No.:V14-03597
Registry: VR	Lmax x Bmax:54 x 12.18 (m)
Vessel class:VR-SI/VR-SII	Lx Bx Dx d: 53.86 x 12 x 3 x 2.62 (m)
Use: Deck cargo transportation	Freeboard F: 388/228 (mm)

Port of registry: QUANG NINH	Cargo capacity: 1355/1458 (tons)
Total capacity: 498 (GT)	Deadweight: 1358/1460,76 (tons)
Total main/auxiliary engine power: 0/4.8 Horsepower	Engine type: GP160H

5. Means name: SL VTT04	Administrative registration No.: QN-8734, No.: 14274/DK; date: January 7, 2026
Year and place of construction: 2025 Hai Phong, Vietnam	Registration No.:V14-03598
Registry: VR	Lmax x Bmax:54 x 12.18 (m)
Vessel class:VR-SI/VR-SII	Lx Bx Dx d: 53.86 x 12 x 3 x 2.62 (m)
Use: Deck cargo transportation	Freeboard F: 388/228 (mm)
Port of registry: QUANG NINH	Cargo capacity: 1355/1458 (tons)
Total capacity: 498 (GT)	Deadweight: 1358/1460.76 (tons)
Total main/auxiliary engine power: 0/4.8 Horsepower	Engine type: GP160H

ARTICLE 2: DEFINITIONS

Working day: means a day from Monday to Friday, excluding public holidays, Tet holidays, Saturdays and Sundays in Vietnam.

Day: means a **calendar** day, including public holidays, Tet holidays, Saturdays and Sundays in Vietnam.

Sale price of the Barge convoy: means the sale price specified in Article 3 below, which price includes value-added tax and includes the remaining quantity of fuel (D.O), lubricating oil (L.O), and materials on board of the Barge Convoy at the time of delivery.

Notice of readiness for delivery of the barge convoy: means the notice sent by the Seller to the Buyer notifying that the barge convoy “VTT 02” is fully ready in all respects for delivery from the Seller to the Buyer.

Barge convoy delivery minutes: means the delivery minutes signed at the time of delivery of the Barge convoy between the representative of the Buyer and the representative of the Seller.

Time of delivery of the Barge convoy: means the time when the representative of the Seller and the representative of the Buyer sign the Barge convoy delivery minutes and the Actual condition handover minutes.

Condition of the Barge convoy upon delivery: The Seller guarantees that the convoy shall be fully equipped with all equipment, spare parts and materials, and shall be fully provided with all Certificates as required by Vietnam Register for vessels classified as VR-SI/VR-SII.

ARTICLE 3: SALE PRICE

The Parties agree to buy and sell the above-mentioned Barge convoy “VTT 02” on an outright sale basis (*on the condition that the technical status of the equipment is in normal operation, with full Certificates of technical safety and environmental protection, and complete Inland waterway vessel registration certificates*). This Contract shall serve as the legal basis for carrying out the procedures for transfer of ownership between the Parties.

Total sale price (inclusive of VAT in accordance with regulations): 43,400,000,000 VND

(In words: Forty-three billion four hundred million dong)

ARTICLE 4: SPARE PARTS, REPLACEMENT EQUIPMENT, FUEL, LUBRICATING OIL, GREASE, FRESH WATER, PROVISIONS AND OTHER MATERIALS AND ITEMS REMAINING ON THE BARGE CONVOY

The Seller shall deliver the Barge convoy to the Buyer together with all items belonging to the Barge convoy at the time of delivery, including fuel, spare parts, equipment, materials, tools and instruments, whether used or unused, in accordance with the existing regulations on board, excluding materials and items that are on order (if any).

ARTICLE 5: METHOD AND CONDITIONS OF PAYMENT

5.1. Method and currency of payment

All transactions arising under this Contract shall be made by bank transfer to the accounts specified in this Contract or by offsetting of debts (if any) between the Parties.

Pricing currency and payment currency: The Parties agree that all transactions arising under this Contract shall be calculated and paid in Vietnamese Dong.

5.2. Payment conditions:

Installment 1: After signing the Contract, the Buyer shall transfer a deposit (1st installment) to the Seller's account specified in this Contract in the amount of:

1,500,000,000 VND *(In words: One billion five hundred million dong only)*

Installment 2: Within 60 (sixty) working days from the date of payment of (the 1st) installment, the Buyer shall pay to the Seller's account the amount of:

41,900,000,000 VND *(In words: Forty-one billion nine hundred million dong only)*

ARTICLE 6: NOTICE, TIME AND PLACE OF DELIVERY OF THE BARGE CONVOY

6.1. The Seller shall update and notify the expected time of arrival at the delivery port of the Barge Convoy by email/telephone to the Buyer 3, 2 and 1 day(s) prior to the expected delivery date. When the Barge Convoy is fully ready in all respects for delivery in accordance with this Contract, the Seller shall send a Notice of readiness for delivery of the barge convoy in writing by email or postal service to the Buyer.

The Barge convoy shall be delivered and received as is, in a safely floating condition / at a mooring position within the waters of a Safe port area as agreed by the Parties.

6.2. If the Seller foresees that, despite having exercised due diligence, the Barge convoy will not be ready for delivery before the Contract cancellation date, the Seller may send a written notice informing the Buyer of the expected date on which the Barge convoy will be ready for delivery and proposing a new Contract cancellation date. Upon receipt of such notice, the Buyer may choose to cancel the Contract in accordance with Clause 11.1 within 07 days from receipt of the notice, or accept the new Contract cancellation date. If the Buyer does not declare within 07 days from receipt of the Seller's notice, or if the Buyer accepts the new date, the date proposed in the Seller's notice shall be deemed the new Contract cancellation date in replacement of the Contract cancellation date specified in Clause 6.2.

If this Contract continues to be effective with a new contract cancellation date, all

other terms and conditions, including Clauses 6.1 and 6.3, shall remain unchanged and fully effective.

6.3. ~~The signing of delivery documents of the barge convoy (including the Barge~~ convoy delivery minutes between the Seller and the Buyer) shall be conducted at the Buyer's office (*Head office address: Plot No. 16, Lot B17, Column 5 – Column 8 Urban Area, Ha Long Ward, Quang Ninh Province*). In case of any change, the Seller shall notify the Buyer in advance in writing or by email or telephone.

6.4. Delivery shall only take place when the Buyer has completed all payment procedures stipulated in this Contract.

ARTICLE 7: INSPECTION OF THE BARGE CONVOY

Prior to delivery, the Parties shall jointly inspect the relevant documents (design, registration, logbooks, etc.), materials, equipment, quantity of fuel and the condition of the barge convoy, etc.

The inspection results shall serve as the basis for the delivery of the barge convoy.

ARTICLE 8: PRINCIPLES OF DELIVERY OF THE BARGE CONVOY AND TIME OF CONFIRMATION OF OWNERSHIP

After the Buyer has fulfilled its payment obligations in accordance with Article 5 of this Contract and the Seller has sent the Notice of readiness for delivery of the barge convoy to the Buyer, at the time of delivery, the authorized and/or duly authorized representatives of the Parties shall officially sign the Barge convoy delivery minutes.

The delivery minutes constitute an integral and inseparable part of this Sale and purchase contract.

From the time the authorized and/or duly authorized representatives of the Parties officially sign the Barge convoy delivery minutes, the entire barge convoy together with all documents, spare parts, materials, equipment, supplies and assets of the barge convoy as stipulated in Article 4 of this Contract shall become the property of the Buyer, and the Buyer shall bear all related risks and costs. The Seller shall terminate the insurance of the barge convoy immediately after signing the delivery minutes, and the Buyer shall assume responsibility for insuring the barge convoy and its crew from that time onward.

The Seller undertakes to carry out the procedures for deregistration of the barge convoy and deliver to the Buyer the "Certificate of deregistration of the barge convoy" immediately after delivery, so that the Buyer may carry out the procedures for transfer of name and ownership in accordance with current laws.

ARTICLE 9: DELIVERY DOCUMENTS

At the time of delivery, the Seller shall hand over to the Buyer: the Certificate of technical safety and environmental protection; the Inland waterway vessel registration certificate; the Certificate of appraisal of inland waterway vessel design as well as approved design drawings and technical documents; logbooks and documents related to the barge convoy, etc.

The Barge convoy delivery minutes between the Seller and the Buyer.

ARTICLE 10: RIGHTS AND OBLIGATIONS OF THE PARTIES

10.1. Rights and responsibilities of the Seller:

The Seller undertakes that the classification of the Barge convoy satisfies the requirements of Vietnam Register for vessels classified as VR-SI/VR-SII. The Barge

convoy shall be fully ready in all respects for delivery to the Buyer. The Seller warrants that, at the time of signing the Barge convoy delivery minutes, the barge convoy VTT 02 (including 01 pusher tugboat and 04 barges), is the lawful property of PHUONG TRANG MARITIME TRANSPORT COMPANY LIMITED.

The Seller shall deliver the Barge convoy to the Buyer immediately after the Buyer has fully paid the purchase price in accordance with this contract.

The Seller is obliged to carry out deregistration, deliver the certificate of deregistration and all documents related to the barge convoy to the Buyer.

The Seller is obliged to issue a lawful Value added tax invoice for the barge convoy to the Buyer.

10.2. Rights and responsibilities of the Buyer:

To place the deposit and make payments in accordance with the terms of this contract.

To receive delivery and acquire ownership of the barge convoy upon delivery from the Seller, and to be responsible for carrying out the procedures for ownership registration and for putting the convoy into operation and use in accordance with regulations.

ARTICLE 11: TERMINATION OF THE CONTRACT

11.1. If the Seller fails to send the notice of readiness for delivery of the barge convoy in accordance with Clause 6.1, or the barge convoy is not ready for delivery before the Contract cancellation date specified in Clause 6.2 or the new Contract cancellation date specified in Clause 6.3 of this Contract, the Buyer shall have the right to cancel the Contract within 7 days from receipt of the Seller's written notice informing the expected readiness date and proposing a new Contract cancellation date. In the event the Buyer decides to cancel the Contract, the Seller shall refund to the Buyer as soon as possible the purchase price amounts already received by the Seller in accordance with Article 5 of this Contract (if any). At the same time, except in cases of force majeure or where the Seller proves that it has performed its obligations with due diligence, the Seller shall compensate the Buyer for any related losses incurred.

11.2. If the Buyer fails to fully and timely pay the Sale price of the barge convoy and other amounts in accordance with this Contract, and/or is not ready to receive the Barge convoy pursuant to the Seller's Notice of readiness for delivery, the Seller shall have the right to cancel the Contract. In such case, the Seller shall be entitled to retain the entire deposit and accrued interest (if any), and the Buyer shall compensate the Seller for all related losses incurred, without offsetting against the deposit and accrued interest (if any).

ARTICLE 12: COMMITMENT TO PERFORMANCE

The Parties confirm that the making and signing of this Contract are entirely voluntary, conducted in a clear and sound state of mind, with full capacity of awareness, and with full responsibility for their own acts.

The Parties fully understand their rights and obligations under the agreements stated in this Contract, as well as under the laws governing the execution and performance of barge convoy sale and purchase contract.

The Parties undertake to strictly perform the terms agreed in this Contract. Any Party that breaches the Contract and causes damage to the other Party shall bear liability in accordance with this Contract and/or applicable laws.

Any disputes arising during the performance of this Contract shall be discussed and resolved by the Parties in a cooperative and constructive manner. If negotiation and mediation fail, any dispute arising from or relating to this Contract shall be resolved by the competent Court at the place where the Seller has its head office.

ARTICLE 13: IMPLEMENTATION TERMS

This Contract shall take effect from the date of signing until the Parties sign the Contract liquidation minutes.

Any amendment or supplement to this Contract shall be legally valid only when agreed upon by the Parties in writing.

This Contract is made in 08 (eight) originals of equal legal validity; each Party retains 04 (four) originals. After re-reading, the Parties confirm that they have fully understood and completely agreed to all terms of this Contract and voluntarily sign below. A Contract signed via Fax/Email shall have the same legal validity as the original with identical content.

THE SELLER

THE BUYER