CHARTER

OF

MR Vietnam Company Limited

[Date: ]

CHARTER

OF

MR Vietnam Company Limited

Members:

1. The First Member:

|  |  |
| --- | --- |
| CÔNG TY M  Name in foreign language: M COMPANY LIMITED  Represented by: Mr. HK |  |
| Position: General Director |  |
| Nationality: Japanese |  |
| Head office: Vietnam |  |
| Enterprise Registration Certificate No.: \_\_ issued by Business Registration Office, Hanoi Department of Planning and Investment on \_\_ |  |
| Date of Incorporation: \_\_ |  |

(hereinafter referred to as “M CO” or “First Member”)

2. The Second Member:

|  |  |
| --- | --- |
| R CORP  Represented by: Mr. AO |  |
| Position: [Director] |  |
| Nationality: Japanese |  |
| Head office: |  |
| Main line of business:   * Leasing, inspection, repair, calibration, manufacture, sale, import and export of construction machinery, power machinery, electrical machinery and equipment, transportation machinery, surveying and measuring instruments, agricultural machinery, pneumatic machinery, other work-supporting machinery/equipment, and materials related thereto. * Leasing, inspection, repair, calibration, sales, export and import of nursing care products and equipment. * Leasing, inspection, repair, calibration, sales, import and export of information and communication equipment and peripheral equipment. * Lease, sale, import and export of paintings, art works, miscellaneous goods and furniture, equipment and industrial textile products * Manufacture, lease, sale, repair, maintenance, import and export of storage battery regeneration and related services, and storage battery regeneration equipment * Skill training and specific voluntary inspection services based on the Occupation Safety and Health Law * R COal, sale, repair, import/export of industrial waste treatment equipment and industrial waste treatment business * Sales of groceries and liquor * Real estate business * Construction of the foundation, construction business, scaffolding and earthwork business, construction of electricity/water business, steel structure business, paving business, interior finishing business, machinery and equipment installation business, telecommunications business, cleaning facility business, demolition business and contracting for the above works * R COing, selling, repairing, importing and exporting of surveying instruments and measuring instruments, and surveying and inspection business * Security services * Labor outsourcing * Warehousing, road freight transportation, and services incidental to transportation * Purchase and sales second-hand goods * Business consulting and investment and financial guarantees * Non-life insurance agent and Life insurance agent related services * All other businesses incidental to the above |  |

(hereinafter referred to as “R CO” or “Second Member”)

First Member and Second Member have decided to establish a limited liability company with two members or more operating in line with the Law and the terms of this Charter.

Defined terms in this Charter have the meanings ascribed to them in Annexure 1 unless otherwise defined.

Article 1: Name of the Company

- Name : Công ty TNHH MR Việt Nam

- English name : MR Vietnam Company Limited

# Article 2: Head Office

1. The Head Office of the Company is located at Vietnam. The Head Office may be moved to another place by a decision of the Members' Council.
2. The Company may set up branches, representative offices and/or business locations within Vietnam and/or abroad by a decision of the Members' Council.

# Article 3: Business Activities

* 1. The Company is established to carry out the following businesses:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description of Business** | **VSIC Code** | **CPC Code** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |

* 1. The above scopes of business may be changed depending on business demands and subject to registration with the relevant Authority.

# Article 4: Term of the Company

The term of operation of the Company shall be from the Establishment Date and shall continue indefinitely, unless the Company’s operations are terminated as provided under the Laws of Vietnam or by approval of the Members’ Council.

# Article 5: Charter Capital, Capital Contribution and Financing

***Investment Capital***

* 1. The Investment Capital is VND \_\_,000,000,000.

***Charter Capital***

* 1. The Charter Capital is VND \_\_,000,000,000.

***Charter Capital Contribution***

* 1. The Members shall contribute to the Charter Capital cash in accordance with the following schedule:
  2. First Member shall contribute the amount of VND \_\_, equivalent to USD [\*] accounting for 51% (fifty one percent) of the Charter Capital within 90 days from the Establishment Date; and
  3. Second Member shall contribute the amount of VND \_\_, equivalent to USD [\*], accounting for 49% (forty nine percent) of the Charter Capital within 90 days from the Establishment Date.
  4. The aforesaid contributions shall be made by transferring the relevant amounts directly into the direct investment capital account of the Company.
  5. The Company shall issue a Certificate of Capital Contribution for each Member with respect to its Contributed Capital from time to time.
  6. Each Member owns its Interest in proportion to its actual Contributed Capital.

***Increase of Charter Capital***

* 1. The Charter Capital may be increased in the following manner:

1. additional Capital Contribution by the Members to the Charter Capital, including re-investment of profits made by the Company;
2. additional Capital Contribution by new Member(s) as agreed by all existing Members; or
3. other methods of increasing the Charter Capital in accordance with the Law.
   1. In case of increase of Charter Capital by existing Members, additional capital contribution shall be made in proportion to the Member’s respective Capital Contribution. A Member who is against the decision on Charter Capital increase may not contribute his/her/its capital. In this case, the increase in Charter Capital shall be contributed by other Members in proportion to their respective Capital Contribution in the Charter Capital, unless otherwise agreed by the Members.

***Decrease of Charter Capital***

* 1. The Charter Capital may be decreased by way of:
     1. returning a part of the Charter Capital to all Members in proportion to their Capital Contribution at any time after the Company has been in operation for more than 2 consecutive years but only if the Company has sufficient assets to pay in full its debts and other liabilities after such return to the Members;
     2. buying back Capital Contribution in whole or in part of a Member by the Company in accordance with the Laws and this Charter;
     3. other methods of decreasing the Charter Capital in accordance with the Law.
  2. If a decrease in the Charter Capital of the Company occurs, except for the case specified under Article 7 below or where a Member fails to comply with the contribution schedule set out in Article 5.3 above, such decrease in Charter Capital shall be implemented such that the proportions of the Members’ Interests stay the same before and after the change in Charter Capital.

***Financing***

* 1. The Company may obtain loans from the Members and/or banks and/or other financial institutions and/or other lenders for the purpose of operating the Company’s business.

**Article 6: Assignment of Interest**

1. Unless otherwise stipulated under the Law or agreed between the Members, a Member is entitled to assign its Interest to any other person, entity or organisation in accordance with the following provisions:
2. A Member wishing to assign all of its Interest (“Assigning Member”) shall first offer to assign the proposed assigned Interest (“Offered Interest”) to the other Members (“Non-Assigning Members”) or any person or entity designated by the Non-Assigning Member (the “Designated Person”).
3. Any offer made by an Assigning Member to the Non-Assigning Members pursuant to Article 6.1(a) must be made by a written notice (a “Transfer Notice”). A Transfer Notice must:
   * 1. specify the Offered Interest;
     2. contain the terms upon which the Offered Interest is offered to be assigned, which shall contain the proposed price (the “Offer Price”) and other important terms of the offer; and
     3. specify the third party to whom the Assigning Member may transfer the Offered Interest (the “Notified Third Party”) if the Non-Assigning Members reject the Offered Interest.
4. A Transfer Notice shall be valid for thirty (30) calendar days after the date of receipt of the Transfer Notice by the Non-Assigning Members (the “Offer Period”).
5. At any time during the Offer Period, the Non-Assigning Members may by notice in writing to the Assigning Member:
6. reject all of the Offered Interest offered to it; or
7. accept, or cause the Designated Person to accept, all of the Offered Interest offered to it.

If a Non-Assigning Member gives no notice within the Offer Period, it is deemed to have rejected all of the Offered Interest.

1. If the Offered Interest is rejected by all the Non-Assigning Members, the Assigning Member may, within a period of [ninety (90)] calendar days after the expiry of the Offer Period or the date of receipt of the notice of rejection, whichever is earlier, transfer all but not part of the Offered Interest only to the Notified Third Party, provided that the transfer is at a price not less than the Offer Price and on terms no more favourable to the transferee than those set out in the Transfer Notice. If the transfer of the Offered Interest to the Notified Third Party does not occur within that period, the Assigning Member may not transfer the Offered Interest without first complying again with the requirements of this Article 6.1.
2. If one or more Non-Assigning Member accepts the Offered Interest within the Offer Period and in accordance with this Article 6, the Assigning Member shall transfer the Offered Interest to such Non-Assigning Member or Non-Assigning Members at the Offer Price and on the terms set forth in the Transfer Notice. If more than one Non-Assigning Member accepts the Offered Interest, the Offered Interest shall be transferred to such Non-Assigning Members pro rata to their Interests.
3. A Member transferring its Interests retains its rights and obligations against or to the Company in respect of its Interests until the details of the purchaser are fully recorded in the Members’ Register.
4. An assignment of a part of an Interest in the Company is also subject to other requirements under the Law.

# Article 7: Redemption of Contributed Capital

* 1. A Member has the right to demand that the Company redeem its Contributed Capital if such Member votes against a resolution of the Members’ Council on any of the following issues:

1. the amendment to the provisions of the Charter relating to the rights and obligations of Members and the Members’ Council; or
2. the reorganisation of the Company.
   1. A demand for redemption shall be made in writing and delivered to the Company within 15 days from the date on which the relevant resolution of the Members’ Council on the issues set out in Articles 7.1(a) and (b) (as the case may be) are passed.

* 1. Where a price is unable to be agreed upon by the Member and Company following a demand made in accordance with Article 7.2, the Company shall redeem the Member's Contributed Capital at the market price within 15 days from the receipt of such demand, provided that such payment does not result in the Company being unable to satisfy all debts and other property obligations.
  2. If the Company is unable to redeem the Member's Contributed Capital for the reason provided in Article 7.3, that Member has the right to assign its Contributed Capital to another Member or non-Member.

**Article 8: Rights and obligations of Members**

1. The Members have those rights and obligations stipulated in the Law and this Charter.

## Authorised Representatives

1. The Members agree that M CO shall be entitled to appoint in writing two (2) authorised representatives (the “**Authorised Representative**”) whose total votes shall reflect the percentage of the Membership Interest of M CO, and R CO shall be entitled to appoint in writing one (1) Authorised Representative whose vote shall reflect the percentage of the Membership Interest of R CO. A reference to the rights and obligations of a Member in relation to the MC shall include a reference to its Authorised Representative(s).

## An Authorised Representative is not required to be a resident of the Territory.

## The notice of appointment of Authorised Representative must contain the following particulars:

1. name, head office address, number and date of establishment or enterprise registration certificate of the Member;
2. the number of Authorised Representatives and voting rights granted to such Authorised Representatives in accordance with the Certificate of Capital Contribution;
3. full name, permanent address, nationality, number of people’s identity card, passport or other lawful personal identification of the Authorised Representatives; and
4. term of authorised representation of the Authorised Representatives and the commencement date of the term.

## A Member may appoint or remove any of its Authorised Representatives at any time for any reason. Without prejudice to its rights, such Member shall notify the Company of the appointment, termination or change of an Authorised Representative within seven Business Days from the date of the appointment, termination or change by sending them a copy of the relevant notice.

## The appointment, replacement or termination of an Authorised Representative is effective from the date on which the Company receives the notice of appointment, replacement or termination, unless otherwise specified in the relevant notice.

## The Authorised Representatives are not entitled to any remuneration from the Company for any services or performance provided in their capacity as Authorised Representatives, other than reimbursement of travel and other expenses reasonably incurred in the performance of their duties as authorised representatives.

# Article 9: Organisational Structure of the Company

1. The organisational structure of the Company is comprised of:
2. Members’ Council;
3. Chairman; and
4. General Director.
5. Notwithstanding Article 9.1, the Company may establish other bodies pursuant to a resolution of the Members’ Council (or any other body to which the Members’ Council has delegated its powers).

# Article 10: Members’ Council

1. The Members’ Council is comprised of all individual Members (if any) and Authorised Representatives of Members being organizations and is the highest decision making authority of the Company.
2. Without limiting Article 10.1, the Members’ Council has rights and obligations for decide and/ or approve the following matters:

## “Reserved Matters” comprise of the matters listed below:

1. Any amendments of or additions to the Charter;
2. Any increase or decrease in the Charter Capital and the timing and method of raising additional capital;
3. The entering into of any contract relating to the sale or disposal of assets (including the creation of security interests over them) where the value of such assets is equal to 50% or more of the total asset value of the Company;
4. The entering into of any loan agreement for a loan amount that is equal to 50% or more of the total asset value of the Company;
5. The taking out of any loan facility supported by the provision of a guarantee by the Members and
6. Any reorganization of the Company (including any merger, demerger, consolidation and division of the Company), or any dissolution (subject to Article 23) or petition for bankruptcy of the Company.

## “Ordinary Matters” comprise of matters that do not fall under a Reserved Matter, including the matters listed below:

1. Any decision on the Company’s development strategy or annual business plan;
2. Any election, appointment, discharge or removal of the MC Chairperson, the General Director, the Chief Accountant and the board members and other managers of the Company stipulated in the Charter and any decisions relating to the remuneration, bonus and other benefits of the foregoing persons;
3. Any approval of the Company’s annual financial statements, plans for use and distribution of profit and plans for dealing with losses of the Company;
4. Any decisions on the organizational or managerial structure of the Company;
5. Any decisions relating to the establishment of subsidiaries, branches and representative offices of the Company; and
6. Any decisions on projects for investment and development of the Company; any decisions on solutions for market development, marketing and technology transfer.
7. other rights and obligations in accordance with the Law and the Charter.

# Article 11: Chairman

* 1. M CO shall have the right to nominate the chairman of the MC (“**MC Chairperson**”) to be approved by the MC and provided that the nominee satisfies the requirements for that position prescribed by the LOE. Each Member agrees to procure its Authorised Representative to vote in favour of the appointment of that nominee.
  2. The term of the MC Chairperson is five years. The Chairman may be subsequently elected for further terms, upon the Members’ Council approval.
  3. The MC Chairperson has the following rights and duties:
     + 1. to prepare working programs and plans of the Members’ Council;
       2. to prepare programs, agenda and documents for MC Meetings or for collection of written opinion of Members;
       3. to convene and preside over MC Meetings or to organise for collection of written opinion of Members;
       4. to supervise or organise the supervision of implementation of resolutions of the Members’ Council;
       5. to sign resolutions of the Members’ Council on its behalf; and
       6. other rights and obligations in accordance with the Law and the Charter.
  4. The MC Chairperson may only be discharged in accordance with this Charter or when recommended for removal by M CO. Each Member agrees to procure its Authorised Representative to vote in favour of the removal of the MC Chairperson if M CO recommends removal of that Chairman. In such case, the nomination and appointment of a new MC Chairperson must be in accordance with Article 11.1.

**Article 12: MC Meeting**

***Convening MC Meeting***

1. An MC Meeting may be convened at any time by the MC Chairperson, provided that the MC Meeting occur at least once every year. An MC Meeting may be convened at any place designated by the MC Chairperson from time to time.
2. A Member holding 10% or more of the Charter Capital may request the Chairman to convene an MC Meeting at any time such Member deems appropriate. The request for an MC Meeting must be in writing and contain the following:
3. the full name, head office address, number and date of establishment or business registration certificate of the requesting Member;
4. ratio of Contributed Capital and the number and date of issuance of the Capital Contribution Certificate of the requesting Member;
5. the reason for the request to convene a meeting; and
6. the proposed agenda for the meeting.

The MC Chairperson must convene an MC Meeting within 15 days upon receipt of such request for convening the MC Meeting. If the MC Chairperson fails to convene a MC Meeting within 15 (fifteen) days upon receipt of such request, the requesting Member may convene an MC Meeting. This period may be waived or extended if agreed by the Member(s) making the request.

***Notice and agenda***

1. Notice of MC Meetings shall be given by the MC Chairperson, or any Member holding 10% or more of the Charter Capital (if the MC Chairperson fails to convene an MC Meeting within 15 (fifteen) days upon receipt of request for convening the MC Meeting), to each Member at least 10 (ten) Business Days before the MC Meeting, either in writing, by telephone, electronic mail or facsimile; provided, however, that in case of emergency, such notice period may be shortened if agreed by the Members upon the request of the MC Chairperson or any Member.
2. The above notice period may be waived or reduced if agreed upon in writing by all Members.
3. The notice of an MC Meeting must contain the time, venue and agenda for the meeting.
4. Each Member has the right to propose changes or additions to the agenda of an MC Meeting. The proposed changes or additions must:
5. be in writing and in English;
6. be received by the MC Chairperson (or any other person who convenes the MC Meeting) at least one Business Day prior to the scheduled MC Meeting;
7. indicate details of the Member (including its name, head office address and number and date of establishment or business registration certificate);
8. indicate the Member’s Interest and the number and the date of the Certificate of Capital Contribution of that Member; and
9. contain the proposed changes or additions to the agenda of the MC Meeting and the reasons for the change or addition.

1. If an additional item to the agenda is proposed and is received by the MC Chairperson (or any other person who convenes the MC Meeting) at least 01 (one) Business Day prior to the MC Meeting and it complies with the requirements in Article 12.6, then the MC Chairperson (or any other person who convenes the MC Meeting) shall add that item to the agenda. If the proposed additional item is not received at least 01 (one) Business Day before the MC Meeting, then the item shall be added to the agenda if agreed by all Members attending the MC Meeting.
2. Except for the proposed additional items received under Article 12.7, documents relating to an MC Meeting shall be sent to the Members as follows:
3. a minimum of 07 (seven) Business Days prior to the MC Meeting if the documents relate to an amendment of the Charter, approval of annual financial statements or reorganisation or dissolution of the Company; and
4. a minimum of 01 (one) Business Days prior to the MC Meeting for all other documents.

***Quorum and adjourned Meetings***

1. No business may be conducted at any MC Meeting unless a quorum is present at the beginning of the MC Meeting and at the time when a vote is taken.
2. The quorum for an MC Meeting is Members present in person, or by proxy, representing at least 65% of the Charter Capital entitled to vote.
3. If a quorum is not present within 30 minutes after the scheduled time for the commencement of the MC Meeting or is lost during voting at any stage during the MC Meeting, that meeting shall be adjourned for 15 (fifteen) Business Days at the same time and place. The quorum for the adjourned MC Meeting is Members present in person, or by proxy, representing at least 50% of the Charter Capital entitled to vote.
4. If a quorum is not present within 30 minutes after the scheduled time for the commencement of the adjourned MC Meeting, the adjourned MC Meeting shall be further adjourned for 10 (ten) Business Days at the same time and place. The Members entitled to vote and present at the second adjourned MC Meeting form the quorum for the adjourned meeting.

**Article 13: Minutes of MC Meeting**

## Meetings of the Members' Council must be recorded in minutes and may be recorded or kept in other electronic forms.

## Minutes of each MC Meeting shall be completed and passed immediately prior to the closing of the meeting. Minutes of each MC Meeting shall contain the following main information:

1. Time, location, purposes and agenda of the meeting;
2. Full names, holdings, numbers and dates of issues of capital contribution certificates of participating members and their authorized representatives; full name, stakes, numbers and dates of issues of capital contribution certificates of non-participating members and their authorized representatives;
3. The issues that are discussed and voted on; summaries of the members’ comments on each issue;
4. Quantities of valid votes, invalid votes, affirmative votes, negative votes and abstentions on each issue; and
5. Ratified decisions and corresponding ratio of affirmative votes.

**Article 14: Resolutions of Members' Council**

## All resolutions of the MC must first be approved by a resolution passed by the Board. For clarification, the MC shall establish and maintain a Board with seven (7) members, which will supervise and control the management of the Company.

## Subject to the other provisions of this Charter, a resolution of an MC Meeting relating to Ordinary Matters (as defined in Article 10.2(b)) may be passed only when it is approved by an affirmative vote of at least 51% of the total sum of all of the Membership Interests of the Members attending the MC Meeting. Subject to the other provisions of this Charter, a resolution of an MC Meeting relating to Reserved Matters (as defined in Article 10.2(a)) must be approved by an affirmative vote of at least 65% of the total sum of all of the Membership Interests of Members attending the MC Meeting.

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**Article 15: General Director**

* 1. The General Director shall manage the day-to-day activities of the Company and be responsible to the Members’ Council for his or her performance of obligations. The MC Chairperson can concurR COly be the General Director.
  2. The General Director is the legal representative of the Company, and the General Director shall serve the Company on a full-time basis.
  3. M CO is the only Member to have the right to nominate the General Director. Each Member shall cause its Authorised Representatives to approve the person nominated by M CO to be appointed as the General Director in the Members’ Council, provided that the nominee satisfies the requirements for that position prescribed by the Law.
  4. The General Director may only be discharged in accordance with the Charter or when recommended for removal by M CO. In such case, the nomination and appointment of a new General Director must be in accordance with Article 15.3.
  5. The General Director has the following rights and obligations:

1. to organise the implementation of resolutions of the Members’ Council;
2. to make decisions on all matters relating to the day-to-day business operations of the Company;
3. to organise the implementation of the business plan and investment plan of the Company;
4. to issue rules on the internal management of the Company unless otherwise stipulated in the Charter;
5. to appoint, remove or discharge managerial positions in the Company, except for those within the authority of the Members’ Council;
6. to approve and sign contracts in the name of the Company, except for those within the authority of the MC Chairperson;
7. to make recommendations on the organisational structure of the Company;
8. to submit the final annual financial statements to the Members’ Council;
9. to recommend a plan for use of profit or for dealing with losses in business;
10. to recruit employees; and
11. other rights and obligations as stipulated in the Charter and in his or her employment contract with the Company, in accordance with the resolutions of the Members’ Council.
    1. The General Director may resign at any time, provided that the General Director give such notice as required by the General Director's employment contract. The General Director’s employment terms, remuneration, welfare and other benefits shall be determined by the Members’ Council.

# Article 16: Related Party Transactions

***Effectiveness***

1. A Related Party Transaction is only effective if approved by the Members’ Council in accordance with the provisions in this Charter and the Law.

***Voting***

1. No Member who enters into, or is related to or otherwise has a beneficial interest in any person entering into, a Related Party Transaction with the Company has the right to vote on any matter relating to such Related Party Transaction.

***Disclosure***

1. The signatory of the Related Party Transaction, the Authorised Representatives, the Chairman, the General Director and the Chief Accountant shall disclose to the Members’ Council the nature and extent of any personal material interest that may affect their judgement with respect to any contracts or transactions to be entered into by the Company.

***Failure to comply***

1. Any person failing to comply with the provisions of this Article shall indemnify the Company for any losses, claims liabilities, costs and expenses incurred by the Company and, to the maximum extent allowed by the Law, the Company has the right to any benefit received by such person from the relevant Related Party Transaction.

**Article 17: Fiscal Year**

* 1. The Fiscal Year commences on 01 April of each calendar year and ends on 31 March of the following calendar year.
  2. The first Fiscal Year commences on the Establishment Date and ends on 31 March of the following calendar year. The last Fiscal Year ends on the date of dissolution of the Company.

# Article 18: Accounting books

1. Complete accounting books of the Company shall be maintained and in accordance with the Law. The accounting systems, books, records and procedures of the Company shall be prepared in accordance with such accounting principles as are decided by the Members' Council in compliance with the Law. The accounting systems shall be registered as required by the Law.
2. The Company shall maintain its books of account in Vietnamese Dong or, if so decided by the Members’ Council and subject to any requisite approval of the Vietnamese relevant Authority, in foreign currency.
3. All accounting records, vouchers, books and statements of the Company shall be made and kept in the Vietnamese language and English (if necessary).
4. At the end of each Fiscal Year, the Company shall prepare a financial report including balance sheets and profit and loss statements to submit to the tax authorities and the relevant Authority.

**Article 19: Accounting Audits and inspection**

An independent accounting firm licensed or otherwise authorised to carry out accounting audits in Vietnam shall be appointed and removed (as the case may be) by the Company as its accounting auditor, pursuant to a resolution of the Members' Council, to audit the annual financial statements of the Company and to submit its report to the Members' Council.

**Article 20: Profit distribution**

After fulfilling tax obligations, other financial obligations and contribution to funds of the Company as regulated by the Law, the remaining profit shall be distributed to the Members in proportion to their respective Contributed Capital in accordance with decisions of the Members’ Council, provided that the Company be able to settle due debts and other financial obligations.

**Article 21: Employees**

1. The Company may directly employ personnel (including management personnel) in accordance with the Law. The terms of employment, salaries, insurance, benefits and bonuses shall be based on market rates and determined and approved by the General Director and set forth clearly in the individual labour contracts.
2. All matters relating to the employees of the Company, including labour contracts, internal labour rules, collective labour agreement, working times and holidays, salary, social insurance, recruitment, training, labour inspection, labour dispute settlement and such other related matters shall be decided by the General Director in accordance with the Law.

**Article 22: Company Seal**

* 1. Pursuant to the decision of the Members’ Council, the Company may have one or more seals.
  2. The Members’ Council shall decide the form, quantity, content and use manner of the Company seal in accordance with this Charter and the law. If required by law, the seal of the Company will be registered or notified to competent State authorities. A change to the seal shall not invalidate documents or instruments which have been affixed with the previous seals.
  3. The Company is responsible for issuing internal regulations on the management, use and preservation of the seal. The Legal Representative of the Company shall manage, use and preserve the seal in accordance with the laws and internal regulations. The Legal Representative may appoint a specific person to manage the Company seal. The MC Chairperson may use the Company seal to serve the activities of the Members’ Council.

**Article 23: Reorganisation, Dissolution and Liquidation of the Company**

23.1 **Reorganisation**

Any consolidation, merger, de‑merger, division or other forms of reorganisation available under the Law shall be carried out in the manner decided by the Members' Council in accordance with the Law.

* 1. **Dissolution**

1. The Company shall be dissolved or liquidated in the following circumstances:
2. by a decision of the Members' Council;
3. the Company is found bankrupt by a court decision; or
4. other cases stipulated by the Law.
5. The dissolution of the Company must satisfy all conditions and procedures stipulated in this Charter, by the Law and as decided by the Members' Council.
6. In the case where the Company is to be dissolved, its assets and liabilities shall be liquidated in accordance with the Law and as decided by the Members' Council.
7. The reminder of the value of assets of the Company shall be distributed to each Member in proportion to its Interest upon dissolution of the Company.

# Article 24: Notice

* 1. Unless otherwise stipulated in this Charter, all notices and communications under this Charter must be in writing and in English (and Vietnamese if required by the Law), and shall be sent by registered airmail, courier, email or facsimile addressed:

1. in the case of the Members, to the representative director or director of the Members at the addresses of the Members stated above or at such other addresses as notified by the Members to the Company; or
2. in the case of the Company, to the General Director at the Head Office address stated above or at such other address as is notified by the Company to the Members; or
3. in the case of the Authorised Representatives, to each Authorised Representative at the address notified in writing to the Members' Council by each Authorised Representative as soon as possible after his or her appointment or at such other address as is notified by any Authorised Representative to the Company.
   1. All notices and communications under this Charter shall be deemed to be received 15 (fifteen) days after the postmark in the case of a registered airmail letter, 07 (seven) days after despatch in the case of courier, immediately on sending out in the case of an email, and immediately on receipt by the sender of an error‑free transmission slip in the case of a facsimile.

**Article 25: Dispute Resolutions and Governing Law**

Any dispute arising out of or in connection with this Charter, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Vietnam International Arbitration Centre (***VIAC***) in accordance with the Arbitration Rules of ***VIAC*** for the time being in force. The seat of the arbitration shall be Hanoi City. The tribunal shall consist of [one] arbitrator. The language of the arbitration shall be [English]. This Charter is governed by the laws of Vietnam.

**Article 26: Language**

This Charter has been written and signed by the authorised representative of the Members in English and in Vietnamese. In case of any difference or conflict between English and Vietnamese version of this Charter, the English version shall prevail over the Vietnamese version. There are four originals of each language version of this Charter. One original of each language is to be retained by each Member, one original of each language is to be submitted to the relevant Authority and one original of each language is to be kept by the Company.

# Article 27: Effectiveness and amendments to the Charter

* 1. This Charter takes effect from the Establishment Date.
  2. All amendments and additions to this Charter shall be made in writing and approved by the Members’ Council.
  3. Matters relating to the Company’s operation that are not provided for in this Charter are governed by the Law.

**This Charter is signed** by the authorised representative of the Members on [\*], 2022.

For and on behalf of

**M COMPANY LIMITED**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by: HK

Title: General Director

For and on behalf of

**R CORP**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by: AO

Title: Representative Director

# ANNEXURE 1

In this Charter, the following definitions apply unless the context otherwise requires:

***Authorised Representative*** means an individual, who is authorised by the Member to exercise its rights and obligations in the Company in accordance with the Law and the Charter.

***Authority*** means any governmental, semi‑governmental, political or similar body or any person connected with any of them whose consent, approval, registration, commitment, involvement or consultation is required or desirable in the opinion of the Company for anything or any matter referred to in or contemplated by this Charter.

***Business Day*** means a day on which banks in Vietnam are generally open for business, but excluding Saturdays and Sundays and public holiday.

***Capital Contribution Obligation*** means the obligations of a Member to contribute to the Charter Capital in accordance with Article 5.3

***Certificate of Capital Contribution*** means a certificate issued by the Company to each Member to certify the amount of Contributed Capital of that Member at any particular time.

***Charter*** means this charter and any amendments to this charter.

***Charter Capital*** means the charter capital of the Company as set out under Article 5.2.

***Chief Accountant*** has the meaning as ascribed to it under Article 53 of the Law on Accounting No. 88/2015/QH13 adopted by the National Assembly dated 20 November 2015 (as amended from time to time).

***Company*** means MR Vietnam Company Limited, a limited liability company with two or more members established under the Enterprise Registration Certificate.

***Contributed Capital*** means contributions actually made to the Charter Capital by a Member at any particular time.

***Enterprise Registration Certificate*** means the written or electronic document issued by the relevant Authority to the Company and recording the corporate information of the Company.

***Establishment Date*** means the date of issuance of the Enterprise Registration Certificate.

***Fiscal Year*** means the fiscal year of the Company as set out in Article 17.1.

***General Director*** means the general director of the Company appointed under Article 15.3.

***Head Office*** is defined in Article 2.1.

***Interest*** means, in relation to a Member at any time, a Member’s proportional interest in the Company that, subject to adjustment under the Charter, is equal to the total of the relevant Member's Capital Contribution Obligations divided by the Charter Capital.

***Investment Capital*** means the investment capital of the Company as set out under Article 5.1.

***Law*** means all applicable laws, decrees, decisions, circulars, regulations and other documents having the effect of law in Vietnam issued by a relevant Authority.

***Legal Representative*** is defined in Article 15.2.

***LOE*** means the Law on Enterprises No. 59/2020/QH14 adopted by the National Assembly dated 17 June 2020 (as amended from time to time).

***Member*** means a member of the Company, details of which are specified on page 1 of this Charter, and its permitted successors and assigns, or such person to whom Charter Capital is transferred in accordance with the terms of this Charter.

***Members' Council*** or ***MC*** means the members' council of the Company set up in accordance with this Charter.

***MC Chairperson*** means the chairman of the Members’ Council appointed under Article 11.1.

***MC Meeting*** means a meeting of the Members’ Council held in accordance with this Charter and the Law.

***Related Party Transaction*** means a transaction, including but not limited to a loan, an agreement for the sale or purchase of assets, an agreement for the sale or purchase of Contributed Capital in the Company, a guaranty or any other contingent liability, entered into between the Company and any of the persons as ascribed in item (a) through (d) under Article 67.1 of the LOE and includes any commission or similar payment or benefit received by any of such persons, whether from the Company or any third party, that arises directly or indirectly out of or in connection with any transaction entered into by the Company.

***USD*** or ***United State Dollars*** means the lawful currency of the United States of America.

***VND*** or ***Vietnamese Dong*** means the lawful currency of the Socialist Republic of Vietnam.

***Vietnam*** means the Socialist Republic of Vietnam.