SUBCONTRACT AGREEMENT

FOR THE SUPPLY, INSTALLATION AND TECHNICAL SUPPORT OF DYEING MACHINES IN VIETNAM

No: 012024/NT- HISAKA

Date: 5th January,2024

Party A: HISAKA WORKS, LTD. ("HISAKA" or the "Contractor")

2-1-48 HIGASHI-KONOIKE CHO HIGASHI-OSAKA CITY

OSAKA 578-0973 JAPAN

Tel +81-72-966-9631 Fax +81-72-966-9632

Party B: NGOC THOM TRADING & SERVICE COMPANY ("Ngoc Thom" or the "Subcontractor")

12/14/18 Street 49, Quarter 69, Hiep Binh Ward, Ho Chi Minh City, Vietnam

Installation Coordination and Commissioning Support for 26 HISAKA Dyeing Machines

This Agreement records the subcontract arrangement between HISAKA WORKS, LTD. and Ngoc Thom for services relating to 26 dyeing machines supplied to Thai Tuan Group Corporation under Supply Contract No. 20211101TTHS-MC. This Agreement also acknowledges the completion of the work and provides for payment to be made subsequently in accordance with the agreement between the Parties.

HISAKA and Ngoc Thom are individually a "Party" and together the "Parties".

1/ Project and scope of services

1.1 HISAKA directly supplied 26 dyeing machines to Thai Tuan Group Corporation under Supply Contract No. 20211101TTHS-MC and appointed Ngoc Thom as its local subcontractor in Vietnam.

1.2 Ngoc Thom's subcontracted services comprised installation coordination, commissioning support, interpretation and assistance to HISAKA technicians during technology transfer, operational guidance, and technical support for those 26 machines.

1.3 Project site: ThaiTuan Group Joint Stock Company

Factory address: Lot CN –D2, CN-D3, CN-D4, No.1 street and CN-D5, No.2 Street, Anh Hong Industrial Park,Duc Hoa III,Duc Lap Ha Commune, Duc Hoa District,Long An Province,Vietnam.

2/ Contract price

2.1 The total subcontract price is JPY 36,000,000 (thirty-six million Japanese yen), calculated at 6% of the machinery value and the supervisor dispatching fee, as detailed below. All amounts in the table are in JPY.

Machine model / description	Qty sets	Machine unit price	Supply amount	Subcontract amount 6%
CUT-XF-4LL	1	37,500,000	37,500,000	2,250,000
CUT-XF-2LL	13	22,500,000	292,500,000	17,550,000
CUT-XF-1LL	6	18,000,000	108,000,000	6,480,000
CUT-XF-1	3	17,500,000	52,500,000	3,150,000
CUT-XF-2LL with HWR-1P	3	30,500,000	91,500,000	5,490,000
Machinery subtotal	**26**		**582,000,000**	**34,920,000**
Supervisor dispatching fee			18,000,000	1,080,000
TOTAL			**600,000,000**	**36,000,000**

HS code stated for all machines: 8451.40. The machinery supply basis was CIF Cat Lai Seaport, Ho Chi Minh City, Vietnam, Incoterms 2020. That delivery basis relates to the machinery supply and does not convert this subcontract into a sale of machines.

2.2 The machinery values and supervisor dispatching fee above are calculation bases only. The amount payable to Ngoc Thom under this subcontract is JPY 36,000,000, not the underlying supply value.

2.3 The treatment of taxes, withholding, invoices and bank charges shall follow the Parties' existing written arrangements and transaction records. Any clarification shall be agreed in writing and shall not create an additional payment obligation merely by signing this Agreement.

3 /Completion and payment status

3.1 Upon completion, HISAKA shall pay Ngoc Thom the total subcontract price of JPY 36,000,000 in accordance with the payment terms agreed between the Parties.

3.2 The Parties shall retain the relevant completion, invoice and remittance records. This Agreement does not itself constitute a new invoice or a request for duplicate payment.

4/ Responsibilities of the Parties

4.1 HISAKA's role in the project comprised providing the technical instructions and project information necessary for its machines, coordinating its technicians, reviewing the subcontracted services, and paying the agreed subcontract price.

4.2 Ngoc Thom's role comprised arranging suitable local personnel for the agreed services, coordinating with HISAKA and the project site, providing interpretation and technical assistance within the agreed scope, and complying with applicable site safety requirements.

4.3 Any additional work outside the scope in Clause 1 requires a separate written agreement specifying its scope, price and schedule. This Agreement creates no new warranty period, continuing maintenance obligation or supply obligation for Ngoc Thom.

5/ Records and confidentiality

5.1 Each Party shall protect the other Party's non-public technical and commercial information and use it only for project administration, recordkeeping or other agreed purposes. Disclosure is permitted with consent or where required by law, or to professional advisers and competent authorities for legitimate project, accounting or compliance purposes.

6/ Disputes and amendments

6.1 Any amendment must be recorded in writing and signed by authorized representatives of both Parties. No amendment shall be inferred solely from administrative correspondence.

6.2 This contract shall be governed by Vietnamese Law. During the execution of this Co-operation Agreement, if any disputes occur, the two Parties should attempt to negotiate and resolve all disputes in the spirit of reconciliation, goodwill and co-operation.

Any dispute arising out of or in relation with this Co-operation Agreement shall be resolved by arbitration at the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC) in accordance with its Rules of Arbitration. The number of arbitrators shall be one. The place of arbitration shall be Ho Chi Minh City. The arbitration proceedings shall be held in the English language.

7/ Signing and effect

7.1 This Agreement takes effect on the date of the last signature below. It records the earlier subcontract performance and settlement; it does not change the historical dates of work, acceptance or payment.

7.2 This Agreement is executed in English in two originals, one for each Party. Each signatory confirms that they are authorized to sign on behalf of the relevant Party.

For and on behalf of HISAKA WORKS, LTD.

Signature and company seal: _____

Name: _____ Title: _____

Date: 2026/ _____

For and on behalf of NGOC THOM TRADING & SERVICE COMPANY

Signature and company seal: _____

Name: _____ Title: _____

Date: _____

Chủ tịch công ty

Trần Thị Thơm