



CODE OF ETHICS FOR VINFAST'S SUPPLIERS

Applicable to : *Suppliers of VinFast Auto Ltd. or its subsidiaries*

I. OBJECTIVE

VinFast Auto Ltd. and its subsidiaries (collectively, “VinFast” or the “Company”) are committed to ethical business practices and standards. To stay true to our mission, we developed this Supplier Code of Conduct (“Code”) which sets out expectations and minimum standards that we expect our suppliers, vendors, consultants, and other third parties (collectively, “Suppliers”) to follow in order to engage in and do business with us. We aim to encourage responsible business conduct and adherence to ethical, legal, environmental, and business standards within our supplier base and expect our Suppliers to provide means to mitigate any adverse effects on human rights, labour rights, environmental protection, and anti-corruption practices.

II. SCOPE OF THIS POLICY

VinFast focuses on suppliers in our mainstream activities, including suppliers for parts, tooling, machinery, equipment, raw materials, consumables, and other services to support production activities; engineering services; IT products and services; and logistics services.

Suppliers may acknowledge our Code or certify and affirm that the Supplier has a code that is substantially similar to our Code, and that they agree to comply with their own code during the term of the agreement.

III. SUPPLIER’S OBLIGATIONS

A. General Obligations

Our Suppliers must comply with all applicable laws and regulations, along with the obligations and commitments outlined in other VinFast documents which are shared with Suppliers during sourcing process and/or during contract validity period, to the extent applicable, and other VinFast’s Supplier requirements, notably those outlined herein.

1. Regulatory Compliance:

- Obtaining all licenses and permits required to render services or deliver the goods which are object of their contract with VinFast.
- Ensuring full compliance with applicable laws protecting the environment, safety and other fundamental rights of all individuals.

2. Business Ethics: Suppliers must uphold the highest standard of integrity in all business dealings, and any and all forms of corruption, extortion, bribery, and embezzlement are strictly prohibited.

3. Environment: Suppliers must adopt sustainable practices and minimize environmental impact:

- Continuous Environmental Improvement: Reducing emissions, improving energy efficiency, and increasing the use of renewable energy.
- Hazardous Material Management: Ensuring proper storage, handling, and disposal of hazardous substances in compliance with laws.
- Sustainable Materials:
 - Using, when possible, recycled and renewable materials, including for packaging.
 - Reducing, when possible, the use of substances of very high concern.

- 4. Labor & Human Rights:** Suppliers must ensure fair treatment of workers and protect fundamental human rights:
- **Non-Discrimination & Workplace Respect:**
 - Prohibiting discrimination based on ethnicity, religion, race, skin color, nationality, social origin, age, disability, health status, sex, gender identity, marital or civil partnership status, sexual orientation, membership of trade unions, or political views.
 - Having a policy that explicitly bans discrimination, bullying, and harassment based on these criteria.
 - **Prohibition of Forced & Child Labor:**
 - Suppliers are not associated with child labor, slavery, human trafficking, or exploitation, or any forms of corporal punishment or disciplinary practices that violate human rights and international humanitarian laws;
 - **Fair Employment Practices:**
 - All employment must be freely chosen by the worker, and workers must be free to leave their employment, subject to local labor laws and regulations related to reasonable and paid notice periods, and must not be subject to any coercion or restriction through prohibited practices such as withholding of employee passports, identity documents, or monetary deposits;
 - Where recruitment agencies or sub-contractors are used, the Supplier must exercise diligence to ensure that risks of worker exploitation are effectively mitigated;
 - Providing fair compensation and benefits that meet or exceed legal requirements;
 - **Freedom of Association & Collective Bargaining:** Recognizing employees' rights to freedom of association and collective bargaining.
- 5. Health & Safety:** Suppliers must provide a safe and healthy work environment by:
- **Risk Management:** Conducting regular risk assessments, incident investigations, and implementing corrective and preventative measures to minimize workplace hazards.
 - **Safe Working Conditions:** Preventing accidents and injuries related to the physical and mental environment through proper training and preventive measures
 - **Health and safety information:** The emergency procedures and potential safety hazards should be made known to the worker and should be posted within the facility in a language well understood by the worker.
- 6. Conflict Minerals Restriction:** Not using any conflict minerals (like gold, tantalum, tin, or tungsten) originating from the Democratic Republic of the Congo or an adjoining country;
- 7. Disclosure of Information:**
- Supplier's conviction of violation(s) of any laws, rules, or regulations governing the purchase or sale of goods or rendering of services issued by any government or administrative authority;
 - any government investigation or other legal proceedings (criminal or civil) in which the Supplier or any of its officers, directors, principals, owners, or employees was accused of bribery, corruption, fraud, or violations of applicable competition, antitrust, or antimonopoly laws and regulations;
 - any investigation or litigation related to violation of labor or environmental laws and regulations;
 - any other proceeding that may impact the supply of the goods or services;
 - if Supplier has ever sold, distributed, or, otherwise, transferred, directly or indirectly through third countries or parties, products, or rendered any services, to Cuba, Iran, Libya, North Korea, Sudan, or Syria; and
 - if Supplier or its officers, directors, principals, or owners has offices or other operations in Cuba, Iran, Libya, North Korea, Sudan or Syria.

8. Subcontractor Oversight:

- Ensuring subcontractors are aware of and encouraged to comply with this Code of Conduct.
- Using only subcontractors and third parties that adhere to all legal and ethical standards.

B. Supplier's Obligations Related to Data

If a Supplier will access VinFast personal data (as defined under applicable laws), it must:

- have cyber-security protections in place.
- ensure that it implements and maintains appropriate security safeguards, protective measures and processes, which shall be in line with industry standards or better, in order to protect the confidentiality, integrity, and availability of the personal information, and in order to ensure a timely and effective response to and remediation of cybersecurity incidents, information security incidents or similar, in compliance with all applicable laws.
- provide cyber security training to its employees, at least annually, to keep pace with the changing cyber threat environment.
- notify VinFast immediately of any confirmed cyber or privacy breaches of VinFast customer or personal information and assist VinFast in managing any consequences arising from such events.

IV. REPORTING OF COMPLAINTS

Any deviations from or violations of this Code must be reported to VinFast immediately. Such reports may be submitted confidentially or anonymously to VinFast speak-up channels which are published on our websites.

V. GUIDELINE FOR APPLYING THE CODE

A detailed guideline will be developed to facilitate the application of this Code. The Guideline will follow the principles established in this Code and will be approved by a person authorized by the Board of Directors.

VI. AUDIT

- If a supplier is in breach of the Code, we may initiate an assessment of the breach and ask for an implementation plan for improvements to ensure full compliance of the supplier and/or the supplier's subcontractors with the Code;
- If the Supplier has given incorrect information or cannot implement the required improvements, we reserve the right to end our business relationship. In such case, the supplier is not entitled to any compensation for work not performed.