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The Private Infrastructure Development Group Limited
6 Bevis Marks
London
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United Kingdom

7 June 2023

LETTER OF ARRANGEMENT FOR THE SUPPORT OF THE PRIVATE INFRASTRUCTURE DEVELOPMENT
GROUP'S ACTIVITIES IN VIETNAM

BETWEEN THE GOVERNMENT OF AUSTRALIA AS REPRESENTED BY THE DEPARTMENT OF FOREIGN
AFFAIRS AND TRADE ("DFAT"),

THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP LIMITED,

AND

THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP TRUST (DFAT AGREEMENT 78428)

1. Following discussions with the members of the Private Infrastructure Development Group (hereinafter referred to as the "Organisation" or "PIDG"), I am pleased to inform you that the Government of Australia, as represented by the Department of Foreign Affairs and Trade ("DFAT") will make available to the Private Infrastructure Development Group Trust ("PIDG Trust") and The Private Infrastructure Development Group Limited ("PIDG Ltd") (DFAT, PIDG Trust and PIDG Ltd together being the "Parties") for the period up to and including 30 June 2023 to 30 June 2025 a grant in an amount not exceeding AUD 17,000,000 (the "Contribution") on the terms set out in this Letter of Arrangement.
2. The Contribution will be administered and applied by the PIDG Trust and PIDG Ltd for the following purposes:

- (i) to support the activities of InfraCo Asia Development Pte. Ltd and InfraCo Asia Investments Pte. Ltd ("InfraCo Asia") in Vietnam, as permitted under the Organisation's investment policy and in accordance with the principles and responsibilities as detailed in the Organisation's Operating Policies and Procedures;
- (ii) to support the activities of GuarantCo Ltd in Vietnam, as permitted under the Organisation's investment policy and in accordance with the principles and responsibilities as detailed in the Organisation's Operating Policies and Procedures;
- (iii) to support the activities of PIDG for the deployment of new credit enhancement facilities in Vietnam, in accordance with its strategy;
- (iv) to support PIDG's technical assistance activities in Vietnam, including viability gap funding; and
- (v) towards General Administration Costs (as defined in the constitution of PIDG) for the period up to 2025,

(hereinafter together referred to as the "Vietnam Activities").

3. DFAT will contribute to PIDG a total amount of up to AUD 17,000,000 for PIDG Ltd to allocate to the Vietnam Activities in such amounts as shall be determined by PIDG Ltd.
4. PIDG Ltd shall request a disbursement from the Contribution by delivering to DFAT the following documents in a form satisfactory to DFAT, no less than 30 business days (or such shorter period as may be agreed by DFAT) before the date proposed for disbursement (the "Cash Disbursement Date"):
 - a) a disbursement request; and
 - b) a letter setting out the need for the disbursement (the "Needs Letter").
5. Upon receipt of the disbursement request and a Needs Letter in a form and substance satisfactory to DFAT, DFAT will consider whether or not it is willing to make the relevant disbursement and if DFAT decides to make the relevant disbursement, this shall be made on or before the Cash Disbursement Date, provided that DFAT shall have the sole and absolute discretion to decline to fund a disbursement request in part or in full.
6. The Contribution will be administered by the PIDG Trust and PIDG Ltd and will be subject to the following conditions:
 - a) the Contribution will be applied by the PIDG Trust and PIDG Ltd for the Vietnam Activities specified in this Letter of Arrangement;
 - b) DFAT will make disbursements of the Contribution to the PIDG Trust in Australian Dollars; and
 - c) the PIDG Trust will convert all funds received into USD or such other currency as may be required upon receipt.
7. Notwithstanding the above, PIDG Ltd must:

- a) Implement the Vietnam Activities in accordance with this Letter of Arrangement;
- b) use the Contribution diligently and for the sole purpose of the Vietnam Activities;
- c) promptly advise DFAT if it has any problems with or experiences any delays in the implementation of the Vietnam Activities;
- d) acknowledge the Contribution, where appropriate (for example, in publicity for the Vietnam Activities);
- e) comply with applicable law when implementing the Vietnam Activities and use reasonable endeavours to ensure that recipients of the Contribution comply with applicable law;
- f) if required by DFAT, and subject to contractual provisions entered into between a PIDG company and a project company, permit DFAT to monitor and/or evaluate the Vietnam Activities and/or the use of the Contribution; and
- g) if required by DFAT, and subject to contractual provisions entered into between a PIDG company and a project company, permit DFAT to audit its accounts and records relating to the Vietnam Activities and the Contribution.

8. PIDG Ltd must ensure that any project company receiving funding from the Contribution agrees to comply with the Organisation's Operating Policies and Procedures.

9. DFAT will deposit the Contribution to the PIDG Trust's bank account at:

SG Kleinwort Hambros Trust Company (UK) Limited - Trust 1759

Swift Code: HAMB GB2L

IBAN: GB64 HAMB 4048 5802 0141 20

Account Number: 02014120

Payments to be sent through the Correspondence Bank

Société Générale - New York

Swift Code: SOGE US 33

Account Name: SG Kleinwort Hambros Bank Ltd

Account Number: 190063

All of the account details set out above are to be included in any payment instruction to ensure the funds are received by the PIDG Trust's bank account.

10. The PIDG Trust will exercise the same care in the discharge of its functions under this Letter of Arrangement as it exercises with respect to its own affairs.

11. The PIDG Trust will maintain separate records and ledger accounts in respect of the Contribution and disbursement thereof in accordance with the provisions of the Third Amended and Restated Declaration of Trust for the PIDG Trust dated 25 February 2020 entered into between the trustees, as amended from time to time (the "Declaration of Trust").

12. PIDG Ltd will prepare or arrange to be prepared and submit to DFAT:

- a) within 60 days of each of 31 March, 30 June, 30 September and 31 December (each a "Quarter") aggregated management accounts for the PIDG corporate entities and the PIDG Trust prepared using International Financial Reporting Standards ("IFRS") (or equivalent) for the relevant Quarter together with a commentary from PIDG Ltd on the performance of the PIDG (including the Vietnam Activities);
- b) within 90 days after the end of each of InfraCo Asia's and GuarantCo's financial year, a copy of the audited financial statements for such financial year prepared in accordance with IFRS (or equivalent) together with an audit report thereon signed by the auditors of InfraCo Asia and GuarantCo (respectively) and a management letter signed on behalf of InfraCo Asia and GuarantCo which shall contain a summary of the findings from the audit process; and
- c) within 180 days after the end of the financial year of the PIDG Trust the audited financial statements of the PIDG Trust, which shall include an updated valuation of the PIDG corporate entities.

13. The Parties acknowledge:

13.1 *Counter Terrorism and Sanctions*

- a) The PIDG Trust and PIDG Ltd acknowledge the Australian Government's firm commitment to the full implementation of the UN Security Council (UNSC) resolution imposing sanctions (see the United Nations Security Council Consolidated Sanctions List, as may be amended from time to time (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>). Consistent with applicable Australian laws, DFAT seeks to take reasonable precautions, and to exercise due diligence, to ensure that none of the Contribution is provided, directly or indirectly, to individuals or entities designated by the UNSC or its committees for targeted financial sanctions, or otherwise used to provide assistance or support to individuals or entities associated with terrorism. To those ends PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will take reasonable precautions and exercise due diligence to use reasonable endeavours to ensure that the Contribution transferred to the PIDG Trust in accordance with this Letter of Arrangement is not used to support the operations of entities or individuals designated under UN lists or involved in acts of terrorism.
- b) In accordance with relevant internal policies and procedures, the relevant PIDG companies will screen recipients of the Contribution against the Australian Consolidated List of persons and entities designated for financial sanctions and Australia's list of designated terrorist organisations. Consolidated List means the list of persons and entities listed under Australian sanctions laws, available at: <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>, or to any organisation listed as a terrorist organisation under the Criminal Code Act 1995, as specified at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>. PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will inform Australia immediately if, during the course of this Letter of Arrangement, they determine that any of the Contribution has been provided to such persons, entities or organisations.

- c) The PIDG Trust and PIDG Ltd recognise that Australia implements the counter-terrorism financing sanctions regime imposed by UN Security Council resolution 1373 (2001), maintains autonomous country-specific and thematic sanctions regimes, and has other prohibitions on funding terrorist organisations. To the extent possible, the PIDG Trust and PIDG Ltd will cooperate with Australia for the latter to meet its obligations.

13.2 *Fraud Control*

- a) For the purpose of this Letter of Arrangement, fraud is defined as dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes incidents of attempted, alleged, suspected or detected fraud. The benefit or loss can be tangible or intangible. DFAT, the PIDG Trust and PIDG Ltd are committed to preventing and detecting fraud. PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will use reasonable endeavours to prevent and detect fraud in respect of funds provided under this Letter of Arrangement.
- b) PIDG Ltd must use reasonable endeavours to ensure that any arrangements entered into between it and a PIDG company for the purpose of this Letter of Arrangement includes a provision equivalent to this clause 13.2 (Fraud Control).
- c) If the PIDG Trust or PIDG Ltd become aware of any fraud detected, the PIDG Trust or PIDG Ltd will promptly notify DFAT and use reasonable endeavours to undertake appropriate investigative and funds recovery action. DFAT reserves the right to appoint its own investigator, or conduct its own investigation or refer the matter to law enforcement agencies. Where DFAT exercises this right the PIDG Trust or PIDG Ltd will provide all reasonable assistance that may be required. Where appropriate PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will refer the matter to the relevant national authorities of the applicable Member States.
- d) Where the PIDG Trust or PIDG Ltd is aware of any investigation that is being undertaken or proposed to be undertaken in relation to any material allegations of fraud involving any activities funded in whole or part under the Letter of Arrangement, PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will as soon as practicable inform DFAT of the status of actions undertaken and investigative outcomes including where relevant, details of any recovery of funds.
- e) If the investigation finds the PIDG Trust or PIDG Ltd personnel or contractors have engaged in fraud, and DFAT funds have been misappropriated, the PIDG Trust or PIDG Ltd must, following request from DFAT, endeavour to pay to DFAT the full value of misappropriated funds or repurpose funds as agreed by DFAT, subject to there being DFAT proceeds or with the agreement of other Owners.
- f) Where fraud has been committed by a person other than PIDG Trust or PIDG Ltd personnel or contractors and funds have been recovered, DFAT may request the return or reprogramming of recovered funds provided under this Letter of Arrangement. Where funds are unable to be recovered DFAT and the PIDG Trust or PIDG Ltd will negotiate on a mutually agreeable solution.
- g) Where practicable, the Parties will consult prior to the publication or release to any other internal or external entity information relating to these matters.

13.3 Child Protection

- a) Australia is a State Party to the United Nations Convention on the Rights of the Child. DFAT's commitment to upholding the rights and obligations under this convention is reflected in the DFAT Child Protection Policy located at: www.dfat.gov.au/childprotection.
- b) PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The PIDG Trust and PIDG Ltd acknowledge DFAT's commitment to child protection as set out in the DFAT Child Protection Policy.
- c) With respect to funds provided under this Letter of Arrangement, PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) shall use reasonable endeavours to protect children from exploitation and abuse in accordance with the principles set out under the United Nations Convention on the Rights of the Child and within their own governance and policy framework, applicable regulations, rules, administrative issuances, policies and procedures.
- d) When the PIDG Trust or PIDG Ltd becomes aware of suspicions or complaints of child harm, PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will endeavour to take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so.
- e) For all credible allegations of child harm, PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will promptly contact DFAT (through written notice to child.welfare@dfat.gov.au) to report any allegation credible enough to warrant an investigation of child harm related to this Letter of Arrangement.
- f) Where practicable, PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will consult with DFAT prior to the publication or release of information relating to Child Protection.

13.4 Preventing Sexual Exploitation, Abuse and Harassment

- a) DFAT, the PIDG Trust and PIDG Ltd have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment ("SEAH"). This means PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) and its implementing partners will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Letter of Arrangement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise.
- b) PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will adhere to the following reporting requirements:
 - (i) PIDG Ltd will promptly contact DFAT through written notice to seah.reports@dfat.gov.au to report any allegation credible enough to warrant an investigation of SEAH related to this Letter of Arrangement.
 - (ii) PIDG Ltd should also promptly report to DFAT seah.reports@dfat.gov.au any allegation credible enough to warrant an investigation of SEAH that is not directly related to this Letter of Arrangement but would be of significant impact to the partnership with DFAT.

- c) The report, as referred to in clauses 13.4b(i) and 13.4b(ii) above, will indicate: arrangement number, nature of the alleged misconduct, date of alleged misconduct, date of first report to the PIDG Trust or PIDG Ltd, location, involvement of implementing partner, state of affairs concerning the investigation and the action that will be taken by PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust), and whether the case is referred to law enforcement. The organisation will provide updates on the status of the case given in writing and delivered to the DFAT point of contact mentioned in clauses 13.4b(i) and 13.4b(ii) above.
- d) It is understood and accepted that the PIDG Trust and PIDG Ltd's arrangements to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.
- e) When the PIDG Trust or PIDG Ltd becomes aware of suspicions or complaints of SEAH, PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will endeavour to take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor.
- f) DFAT or any of its duly authorised representatives may at all times carry out reviews, evaluations or other control measures to verify the PIDG Trust and PIDG Ltd's zero tolerance for SEAH. The PIDG Trust and PIDG Ltd shall fully cooperate with DFAT or any of its duly authorised representatives or agents to carry out such control measures.

13.5 *Environmental and Social Safeguards*

- a) The PIDG Trust and PIDG Ltd acknowledge that DFAT is subject to the Environmental and Social Safeguard Policy (Safeguard Policy) available at <https://www.dfat.gov.au/about-us/publications/Pages/environmental-social-safeguard-policy> and acknowledge the requirements laid out in the Environmental and Social Safeguard Policy on Managing Asbestos Risk (Asbestos Policy) available at [Asbestos Management in the Aid Program | Australian Government Department of Foreign Affairs and Trade \(dfat.gov.au\)](#). PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) will use reasonable efforts to ensure activities abide by relevant environmental and social safeguards, international declarations and conventions.
- b) If, during the term of this Letter of Arrangement, PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) discovers that it is implementing an activity, project or program funded by Australia that is in breach of the Safeguard Policy, Asbestos Policy and/or International declarations and conventions, it will promptly inform DFAT. PIDG Ltd (on behalf of PIDG Ltd and the PIDG Trust) undertakes to take timely action, including investigation, and response in accordance with its own regulations, rules, policies and procedures.

14. *Limitation of trustee liability*

- 14.1 The Parties hereby acknowledge that the trustees of the PIDG Trust enter into this Letter of Arrangement only in their capacity as the trustees of the PIDG Trust and the obligations or liabilities that may arise hereunder or may relate hereto including any non-contractual obligations or liabilities shall not impose any joint or several personal liability whatsoever upon the trustees or their respective officers or employees and each of them or the respective heirs, successors, personal representatives and estates of the trustees and such officers and employees and each of them.

- 14.2 Any liability of the trustees of the PIDG Trust whether joint or several, arising in contract or in tort, or arising by virtue of any statutory provision or any non-contractual liability arising in connection with this Letter of Arrangement or in any way relating hereto whether in respect of a period or event falling either wholly or partly prior to, or after this date shall not impose any joint or several personal liability whatsoever and shall be limited to the value of the trust fund of the PIDG Trust and shall extend only to the trust property of the PIDG Trust in the possession or under the control of the trustees of the PIDG Trust from time to time available for the purpose of meeting the claim.
- 14.3 All representations, warranties, undertakings, obligations and covenants in this Letter of Arrangement are made, given, owed or agreed by or in relation to the PIDG Trust and in the trustees' capacity as trustees of the PIDG Trust and for the avoidance of doubt shall not be construed to be made, given, owed or agreed by or in relation to the trustees of the PIDG Trust in their capacity as trustee or trustees of any other trust or in their personal capacity or in any other capacity whatsoever.

15 Termination

- 15.1 Without limiting any rights DFAT may have at common law, DFAT may terminate this Letter of Arrangement if PIDG Ltd breaches any of its obligations in clause 7 of this Letter of Arrangement.
- 15.2 DFAT's obligations under this Letter of Arrangement shall be terminated upon the earlier of:
- a) 30 June 2025, unless extended by DFAT;
 - b) the date on which the PIDG Trust terminates in accordance with the provisions of the Declaration of Trust;
 - c) the date on which DFAT gives three months' notice in writing to the trustees of the PIDG Trust, or
 - d) the date on which DFAT gives notice of termination under clause 15.1,
(the "Termination Date").
- 15.3 Within six months following the Termination Date, PIDG Ltd will prepare, or arrange to be prepared, and submit to DFAT a final report on the funding of the Vietnam Activities and a final audited statement of the PIDG Trust with respect to the funds held by the PIDG Trust and unexpended funds of the Contribution must be returned to DFAT or dealt with as otherwise advised by DFAT
- 15.4 If PIDG Ltd has not spent any part of the Contribution amount by the Termination Date, it must return the unspent funds to DFAT with an acquittal statement.
- 16 DFAT will not be responsible for any claim made by any person employed or otherwise engaged by the PIDG Trust in respect of the termination of their employment as a result of the termination or expiry of this Letter of Arrangement.

17 This Letter of Arrangement is intended to be legally binding and shall be governed by the laws of England and Wales

18 Intellectual Property

PIDG Ltd will use reasonable endeavours to ensure the relevant PIDG company receiving the Contribution for the Vietnam Activity owns or is granted a licence to use any intellectual property in material created by the Vietnam Activity and, to the extent possible following request from DFAT, will grant DFAT an irrevocable, non-exclusive, world-wide, royalty-free licence to use the material for any purpose.

19 Dispute resolution

- a) If any dispute, claim, controversy or disagreement of whatever nature arises out of or in connection with this Letter of Arrangement, including any question regarding its existence, validity, termination or enforceability (a "Dispute"), the Parties shall use all reasonable endeavours to resolve the matter amicably. If one Party gives any other Party notice that a material Dispute has arisen and the Parties in dispute are unable to resolve such Dispute within 30 calendar days of service of such notice, then such Dispute shall be referred to the respective chairmen or chief executives or equivalents of the Parties in dispute. No Party shall resort to arbitration against any other Party under this Letter of Arrangement until at least 30 calendar days after such referral. This shall not affect a Party's right, where appropriate, to seek interim relief.
- b) All Disputes which are unresolved by the chairmen or chief executives or equivalents pursuant to (a) above shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules, which Rules are deemed to be incorporated herein.
- c) Arbitration under the LCIA Rules shall consist of one arbitrator who shall be either a barrister or a solicitor admitted to practice in England and Wales for at least 15 years. The Parties to an arbitration under this Letter of Arrangement shall attempt to agree the arbitrator within 20 business days of the commencement of the arbitration. Failing such agreement, the sole arbitrator shall be appointed at the request of either Party by the LCIA Court. The seat of the arbitration shall always be, and all arbitration proceedings shall be in London, England (though if the Parties to an arbitration agree, any arbitration proceeding may be held in such other venue as may be mutually convenient). The language of the arbitration shall be English
- d) None of the Parties shall make an application pursuant to Sections 45 or 69 of the Arbitration Act 1996 (UK). The decision of the arbitrator shall be final and binding and non-appealable.
- e) The arbitrator shall have power after the commencement of an arbitration to allow, only on the application of a party to that arbitration, another party to this Letter of Arrangement to be joined in the arbitration as a party, and thereafter to make a single final award, or separate awards, in respect of all parties so implicated in the arbitration.

20 This Letter of Arrangement is without prejudice to and does not constitute a waiver or modification of any immunities to which Australia may be entitled as a foreign state under the

laws of England and Wales or international law. To the extent of any inconsistency with other clauses in this Letter of Arrangement, this clause shall prevail.

21 General

- 21.1 This Letter of Arrangement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Letter of Arrangement.
- 21.2 This Letter of Arrangement may be amended by a deed of amendment signed by the Parties.

For and on behalf of the Government of Australia acting through the Department of Foreign Affairs and Trade.



Name: *MARC TATTERSALL*
Title: *DEPUTY HEAD OF MISSION, HANOI.*

7 June 2023

For and on behalf of The Private Infrastructure Development Group Trust


Digitally signed
by Rachel ILES
Date: 2023.06.06
11:36:34 +01'00'

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SG Kleinwort Hambros Trust Company (UK) Limited

Name:

Title:


Digitally signed
by George RYAN
Date: 2023.06.06
11:45:12 +01'00'

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SG Kleinwort Hambros Trust Company (UK) Limited

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For and on behalf of The Private Infrastructure Development Group Limited


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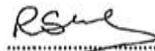
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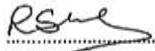
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IQ EQ Trustees (Mauritius) Ltd
Name: Kamalam Rundapadiachy
Title: Authorised signatory


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IQ EQ Trustees (Mauritius) Ltd
Name: Rooksana Shahebally
Title: Authorised signatory


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Minimax Ltd
Name: Kamalam Rundapadiachy
Title: Authorised signatory


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Minimax Ltd
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For and on behalf of The Private Infrastructure Development Group Limited



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Name:

MIKE CHILTON

Title:

CFO