

**Dated the 27 December 2024**

**CORNERSTONE TECHNOLOGIES HOLDINGS LIMITED**  
**(as “Seller”)**

**and**

**SPARK EV COMPANY LIMITED**  
**(as “Purchaser”)**

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**SALE AND PURCHASE AGREEMENT**

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This Sale and Purchase Agreement is entered into on 27 December 2024.

**Between:**

- (1) **CORNERSTONE TECHNOLOGIES HOLDINGS LIMITED**, a company incorporated in the Cayman Islands and having its principal place of business in Hong Kong at Office Units 1107 – 11, 11th Floor, New East Ocean Centre, No. 9 Science Museum Road, Kowloon, Hong Kong (the "**Seller**"); and
- (2) **SPARK EV COMPANY LIMITED**, a private company incorporated under the laws of Thailand (with business registration number 0105567007786), whose registered office is at 388/11, Soi Ramkhamhaeng 53 (Chan Si Chawala), Phaphla Sub-district, Wang Thonglang District, Bangkok (the "**Purchaser**"),

each a "**party**" and, together, the "**parties**".

**WHEREAS:**

- (1) The Seller is principally engaged in the electric vehicle charging business.
- (2) The Seller has agreed to sell and the Purchaser has agreed to purchase the EV Chargers (as defined below) upon and subject to the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

1. **DEFINITIONS**

- 1.01 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Business Day"</b>	a day (not being a Saturday) on which licensed banks are open for general banking business;
<b>"Agreement"</b>	the sale and purchase agreement entered into between the Purchaser and the Seller
<b>"Completion"</b>	completion of the sale and purchase of the Sale Shares;

<b>"Completion Date"</b>	on or before 31 December 2024;
<b>"Consideration"</b>	consideration payable by the Purchaser to the Seller for the sale and purchase of the Sale Shares under Clause 3;
<b>"Encumbrance"</b>	any mortgage, charge, pledge, lien, hypothecation or other encumbrance, priority or security interest, or any agreement for any of the same;
<b>"EV Chargers"</b>	the aggregate of 74 electric vehicle chargers to be sold by the Seller and purchased by the Purchaser;
<b>"HKD"</b>	Hong Kong dollar, the lawful currency of the Hong Kong;
<b>"Hong Kong"</b>	Hong Kong Special Administrative Region of the People's Republic of China.

1.02 In this Agreement, unless the context otherwise requires, any reference to "Clause", is a reference to a clause of this Agreement and, unless otherwise indicated, includes all the sub-clauses of that clause.

1.03 In this Agreement, words importing the singular include the plural and vice versa, words importing one gender include both genders and the neuter and references to persons include bodies corporate or unincorporate.

1.04 The headings in this Agreement are for convenience only and shall not affect its interpretation.

## 2. CONSIDERATION:

2.01 The Consideration of USD1,266,222.14 shall be payable by the Purchaser to the Seller within 10 Business Days upon signing of this agreement.

## 3. COMPLETION

The Completion Date shall be upon the full settlement of the Consideration in respect of EV Chargers to the Company.

## 4. WARRANTIES

4.01 The Seller hereby represents and warrants to the Purchaser that as at the date hereof the Seller has full legal capacity to enter into this Agreement and upon execution by the

Seller this Agreement will constitute legal and binding obligations upon the Seller.

- 4.02 The Purchaser hereby represents and warrants to the Seller that as at the date hereof the Purchaser has full legal capacity to enter into this Agreement and upon execution by the Purchaser this Agreement will constitute legal and binding obligations upon the Purchaser.

5. CONFIDENTIALITY

- 5.01 Each party undertakes to the other party that, during the period of this Agreement and thereafter it will not disclose to any other person the existence of this Agreement and any other information related to this Agreement, and shall use its best endeavours to keep the same confidential except with the consent of that other party or in accordance with the order of a court of competent jurisdiction.

6. COSTS

- 6.01 Each party shall bear its own legal costs and other fees, costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and all documentation incidental or relating to Completion.

7. ASSIGNMENT

- 7.01 This Agreement shall be binding on and shall enure for the benefit of each party's successors and assigns, legal personal representatives, heirs and executors, as the case may be, except that this Agreement shall not be assignable by either party without the prior written consent of the other.

8. GENERAL

- 8.01 Any variation to this Agreement shall be binding only if it is recorded in a document signed by the parties herein.
- 8.02 Time shall in every respect be of the essence of this Agreement.
- 8.03 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Agreement, shall not be impaired thereby.

9. LAW AND JURISDICTION

- 9.01 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and Thailand.

9.02 The parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong and Thai courts but this Agreement may be enforced in any court of competent jurisdiction.

IN WITNESS whereof this Agreement has been duly executed on the date first above written.

The Seller

SIGNED by Yip Shiu Hong )  
of **CORNERSTONE TECHNOLOGIES** )  
**HOLDINGS LIMITED** )

*Yip Shiu Hong*

in the presence of:  
Lee Tsz Hong

*Lee Tsz Hong*

The Purchaser

SIGNED by )  
of **SPARK EV COMPANY LIMITED** )

*V # 8 L*

in the presence:

*Pimchai Chuekchawarote*

*Pimchai Chuekchawarote*