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In an MOJ approved limited partnership with Jingsh Law Firm under the name of

Solicitor in charge 主理律師 : Ms. Pauline Tam  
Please Reply to 請回覆 : Ms. Heidi Pang  
Direct Line 直線電話 : 3612 9618 / 3619 1879

Your Ref 閣下檔號 :  
Our Ref 本行檔號 : SC/23851/24/COMM/TPL/PYT  
Date 日期 : June 30, 2025

### BY EMAIL AND BY HAND

#### Beijing Geekplus Technology Co., Ltd.

8th Floor and 9th Floor, Building 5,  
Beijing GLP I-Park International  
Industrial Park 12 Anxiang Avenue  
Shunyi District, Beijing  
People's Republic of China  
("ListCo")

#### Morgan Stanley Asia Limited

46/F, International Commerce  
Center,  
1 Austin Road West  
Kowloon, Hong Kong

#### China International Capital Corporation Hong Kong Securities Limited

29/F, One International Finance  
Centre  
1 Harbour View Street  
Central, Hong Kong

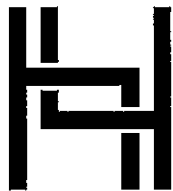
("Joint Sponsors and Overall  
Coordinators", as defined in ListCo's  
prospectus)

Dear Sirs,

The listing of H shares of Beijing Geekplus Technology Co., Ltd. ("Company") of nominal value of RMB1.00 each in the share capital of the Company ("Shares") on the Main Board of The Stock Exchange of Hong Kong Limited ("Stock Exchange")

#### A. Introduction

In association with Edward C.T. Wong & Co.



1. We have acted as the Hong Kong legal advisers to the Company in connection with the issuance of this Hong Kong legal opinion on its subsidiary Geek Plus International Company Limited (極智嘉國際有限公司) (“**Hong Kong Subsidiary**”) for the purposes of the Hong Kong public offering (“**Public Offering**”) of [19,659,200] Shares (“**Offer Shares**”) and the proposed listing of the Shares on the Stock Exchange (“**Proposed Listing**”).

**B. Applicable Law**

2. We are a firm of lawyers duly qualified and authorized to practice laws of Hong Kong, and this opinion is confined solely to the laws of Hong Kong Special Administrative Region (“**Hong Kong**” or “**HKSAR**”) of the People’s Republic of China (“**PRC**”). Accordingly, we express no opinion with regard to any system of law other than Hong Kong laws at the date hereof as currently applied by the Hong Kong courts. For the purpose of this opinion, we have made no independent investigation into the laws of any other jurisdiction. We express no opinion in respect of any other system of law. This opinion is to be construed in accordance with Hong Kong laws.

**C. Documents examined and enquiries made**

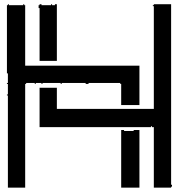
3. For the purpose of this opinion, we have examined the documents listed in **Annex 1** hereto (each, a “**Specified Document**” and together, the “**Specified Documents**”). We have examined the results of the following searches undertaken (“**Search Results**”):
  - 3.1 on 20 June 2025, of the cause book kept at the High Court of Hong Kong, the cause book kept at the Registry of the District Court of Hong Kong, the Daily List of the Registry of the Magistrate’s Courts of Hong Kong, the Daily List of the Registry of the Small Claims Tribunal of Hong Kong the Daily List of the Registry of the Labour Tribunal of Hong Kong, the Daily List of the Registry of the Lands Tribunal of Hong Kong against the Hong Kong Subsidiary, its sole director ZHENG Yong (鄭勇) and its sole shareholder 北京極智嘉科技股份有限公司 (Beijing Geekplus Technology Co., Ltd.) (conducted by Black and White Investigation);
  - 3.2 on 20 June 2025, at the Official Receiver’s Office of the Registrar General’s Department in Hong Kong against the Hong Kong Subsidiary;



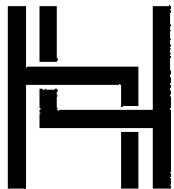
- 3.3 on 20 June 2025, at the Online Search System of the Intellectual Property Department in Hong Kong against the Hong Kong Subsidiary;
  - 3.4 on 20 June 2025, at the database maintained by the Mandatory Provident Fund Schemes Authority in connection with the violation of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong) by employers or their officers;
  - 3.5 on 20 June 2025, at the Business Registration Office of Hong Kong in relation to the application for business registration of the Hong Kong Subsidiary; and
  - 3.6 on 20 June 2025, at the public files maintained at the Companies Registry in Hong Kong against the Hong Kong Subsidiary (“**Company Searches**”).
4. For the purpose of delivering this opinion, except for the Specified Documents, the Search Results and the confirmations from the Hong Kong Subsidiary and its shareholder all dated 19 June 2025 (each a “**Confirmation**”), we have not examined any other contracts, instruments or other documents entered into by or affecting, or any corporate records of, the Hong Kong Subsidiary or made any other enquires concerning the Hong Kong Subsidiary.
  5. As a matter of fact, we have relied entirely and without further enquiry on statements made in the Specified Documents.
  6. This opinion is strictly limited to the matters expressly stated in part E hereof and is not to be construed as extending by implications to any other matter.

**D. Assumptions**

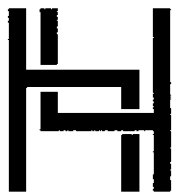
7. We have assumed:
  - 7.1 the genuineness of all signatures, seals and stamps on, and the authenticity and completeness of, all documents submitted to us as originals;
  - 7.2 the conformity to original documents of all copy documents or facsimile documents examined by us;
  - 7.3 that where a document has been examined by us in draft or specimen form, it will be or has been executed in the form of that draft or specimen;



- 7.4 each of the individuals who signs as or otherwise claims to be an officer of any party/authority duly authorized by such party/authority is who he claims to be and holds such office he claims to hold and the authorization has not been amended, revoked and remains in such force and effect;
- 7.5 the corporate records of the relevant entity and other documents we inspected are genuine, complete, up-to-date and accurate and no relevant documents have been withheld from us, whether deliberately or inadvertently;
- 7.6 the minutes of meetings of the directors and shareholders of the relevant entity we inspected are a full and accurate record of all resolutions passed by the directors and shareholders of the relevant entity since its incorporation, the meetings to which such minutes relate were validly convened, constituted and held, and all applicable requirements of the articles of association (or equivalent constitutional document) of the relevant entities have been fully complied with;
- 7.7 all corporate records and other documents made available to us remain in full force and effect and have not been amended, superseded, varied, cancelled, rescinded or terminated;
- 7.8 for each deed, instrument, contract and other agreement to which a relevant entity is a party, the relevant entity had at all relevant times the necessary corporate power and obtained all corporate authorizations required for the purposes thereof, and each such deed, instrument, contract and other agreement was validly executed and entered into;
- 7.9 all deeds, instruments, contracts and other agreements we inspected constitute valid, binding and enforceable obligations of the parties thereto, including the relevant entities, under all applicable laws and were entered into by the relevant entities for their corporate benefits;
- 7.10 save where expressly brought to our attention, none of the deeds, instruments, contracts and other agreements we inspected has been breached, terminated, superseded or amended (whether or not in writing) and that, save as expressly set out in this opinion, no breach has been threatened and no step has been taken which would constitute a termination event under the terms of any of the deeds, instruments, contracts and other agreements we inspected;



- 7.11 the completeness and accuracy in all respects of the information disclosed in the Search Results referred to in part C above and that the information entered or contained in or on the relevant registers and/or cause books and/or search results has not, since the date as of which such search results were obtained, been altered or added to and that such searches did not fail to disclose any information which has been delivered for filing but which did not appear on the public file and was not disclosed at the time of the relevant search;
- 7.12 it should be noted that this information may not be true, accurate, complete or up-to-date. In particular, but without limitation:
- (i) there may be matters which should have been registered but which have not been registered by the relevant authorities or there may be a delay between the registration of those matters by the relevant authorities and the relevant entries appearing on the register of the relevant party;
  - (ii) the company searches at the public files maintained at the Registrar of Companies in Hong Kong are not capable of revealing:
    - (a) before making the relevant order whether or not a winding-up petition or an application to the Hong Kong court for the appointment of a receiver has been presented; or
    - (b) whether there are any matters which may have been lodged for registration but have not actually been registered by the Registrar of Companies in Hong Kong at the date the file was made available to us;
  - (iii) the enquiry at the Official Receiver's Office in Hong Kong in relation to each company is not conclusively capable of revealing whether or not a winding-up petition has been presented, since details of the petition may not have been entered on the records of the Official Receiver's Office immediately;
  - (iv) the searches of the cause book at the High Court of Hong Kong as referred to in part C above in relation to the Hong Kong Subsidiary are not conclusively capable of revealing whether or not a petition(s) for the compulsory winding-up of the Hong Kong Subsidiary, or for the appointment of a receiver(s) of the Hong Kong Subsidiary has been presented; and



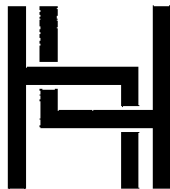
- (v) in each case, further information might have become available on the relevant register after the searches were made on the same date of this opinion;
- 7.13 that all statements of fact (including all representations and warranties, other than any representations and warranties as to matters of Hong Kong laws on which we specifically express an opinion in this letter) contained in the Specified Documents are, when made or repeated or deemed to be made or repeated, true, accurate and complete and that any representation or warranty by any party that it is not aware of or has no notice or knowledge of any act, matter, thing or circumstance means that the same does not exist or has not occurred;
- 7.14 that all relevant documents and information which are material to the matters referred to in part E have been provided to us and there is no fact, matter (such as a bad faith, intention to use fraud, coercion, duress, undue influence or mistake or misrepresentation or a subsequent breach, release, waiver or variation of any right or provision or entitlement to rectification or circumstances giving rise to an estoppel) or additional document between some or all of the parties which would or might affect this opinion and which was not revealed to us by the documents examined or the searches and enquiries made by us in connection with the giving of this opinion;
- 7.15 there have been no changes in the circumstances of any of the relevant entity since the dates of our review of the Specified Documents and Search Results. We have not sought to update the information contained in this opinion from such dates; and
- 7.16 the Hong Kong Subsidiary is a separate legal entity and is able to exercise its independent power in the conduct of its business free from any interference or control of any organ of the government of Hong Kong, with the capacity independently to assume civil liabilities.

**E. Opinion**

8. Based on and subject to the foregoing and to the qualifications and reservations in part F hereof, we are of the following opinion: -

**(a) Due incorporation and Basic Corporate Information**

- 8.1 The Hong Kong Subsidiary was incorporated with limited liability in Hong Kong on 20 September 2017. The Hong Kong Subsidiary exists under the laws of

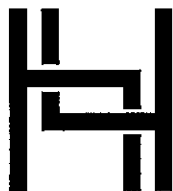


Hong Kong and in good standing and is existing as a corporation under the laws of Hong Kong.

- 8.2 The constitutional documents of the Hong Kong Subsidiary, i.e., its articles of association, business registration certificate, certificate of incorporation, register of directors, register of members, register of charges, register of secretaries and significant controllers register, are duly adopted and in compliance with the laws of Hong Kong and there is no breach of its constitutional documents.
- 8.3 The Hong Kong Subsidiary can sue and be sued in its own name and is not entitled to immunity under the relevant local laws, whether on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award, and such non-entitlement/ waiver of immunity of the relevant agreement will not be affected by choice of law/ forum clauses under disputed agreements, including where the holding company of the Hong Kong Subsidiary is the signing party to relevant agreements or the subject to the arbitral awards/ judgements instead of the Hong Kong Subsidiary.
- 8.4 Please refer to **Annex 2** for a list of all historical and existing directors and company secretaries of the Hong Kong Subsidiary since its date of incorporation. The existing board of directors has been appointed in accordance with laws of Hong Kong and constitutional documents of the Hong Kong Subsidiary.

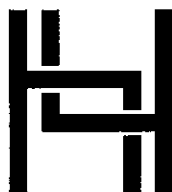
**(b) Share Capital**

- 8.5 Please refer to **Annex 3** for the details of share capital and all historical and existing shareholders of the Hong Kong Subsidiary since its date of incorporation.
- 8.6 The current shareholder of the Hong Kong Subsidiary is 北京極智嘉科技股份有限公司 Beijing Geekplus Technology Co., Ltd. (formerly known as “北京極智嘉科技股份有限公司”) (“**Sole Shareholder**”) which holds a total of 10,000,000 ordinary shares of the Hong Kong Subsidiary, which is the entire issued share capital of the Hong Kong Subsidiary. The Sole Shareholder is incorporated in the PRC with its registered address at 701 of F7, 101 of Floor 1-10 of Block 4, No.30 Beiyuan Road, Chaoyang District, Beijing, China.



- 8.7 The share capital of the Hong Kong Subsidiary has been duly issued, fully paid up and is non-assessable. There are no outstanding rights, warrants, or options to acquire, or instruments or securities convertible into or exchangeable for, the share capital of the Hong Kong Subsidiary or any obligations on the Hong Kong Subsidiary to issue shares or other equity interests, or securities convertible into shares or other equity interests.
- 8.8 The Sole Shareholder is legally qualified to be the shareholder and it has not mortgaged or pledged or encumbered such of its shares in the Hong Kong Subsidiary. Since the incorporation of the Hong Kong Subsidiary, there have not been any disputes on the ownership and/ or title of the share capital of the Hong Kong Subsidiary.
- 8.9 Save that the directors of the Hong Kong Subsidiary may in their discretion refuse to register the transfer of a share, the articles of association of the Hong Kong Subsidiary does not contain any other share transfer restriction and, as a result, the shares of the Hong Kong Subsidiary can be transferred without restrictions.
- 8.10 The shareholding structure of the Hong Kong Subsidiary has been in compliance with the laws of Hong Kong since the date of its incorporation. There is no restriction on the nationality of the shareholders or on the percentage of local/ foreign shareholding of the Hong Kong Subsidiary that are imposed by the applicable laws of Hong Kong or its articles of association.
- 8.11 The issuance of the shares of the Hong Kong Subsidiary has been duly authorised, and the shares of the Hong Kong Subsidiary were validly issued and are fully paid and were not issued in violation of any pre-emptive rights, re-sale right, right of first refusal or similar rights in the laws of Hong Kong or the articles of association of the Hong Kong Subsidiary.
- 8.12 The establishment of the Hong Kong Subsidiary and all changes of the shareholder structure (if any) of the Hong Kong Subsidiary are lawful, valid and duly authorized. Stamp duties and other relevant taxes in respect of all share issuance in relation to the Hong Kong Subsidiary since the incorporation of the Hong Kong Subsidiary have been duly paid and are not in violation of any mandatory requirements under the laws of Hong Kong or the articles of association of the Hong Kong Subsidiary.





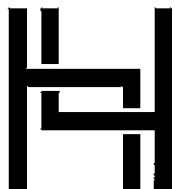
- 8.13 All consents, approvals and authorisations of, and all filings, registrations and qualifications with, any court, governmental or regulatory department or agency or other regulatory body in Hong Kong required under the laws of Hong Kong with respect to the issuance of the shares have been obtained.
- 8.14 There are no outstanding rights, warrants or options to acquire, or instruments convertible into, any shares or equity interest in the Hong Kong Subsidiary.
- 8.15 There are no arbitral, government or legal proceedings pending or threatened in respect to the ownership structure.

*(c) Assets and liabilities*

- 8.16 The Hong Kong Subsidiary has corporate capacity, power and authority to own, hold, use, lease, operate its properties and assets, enter into agreements, contracts, and legal instruments and conduct its business without restrictions in accordance with its articles of association.
- 8.17 There are no third party interests (e.g., mortgages, charges, pledges, claim, lien or other encumbrance) against the assets and securities of the Hong Kong Subsidiary.
- 8.18 The details of the outstanding loans, debts and liabilities of the Hong Kong Subsidiary are listed in **Annex 4**.
- 8.19 Assets with value over RMB1 million that are owned or leased by the Hong Kong Subsidiary ("**Material Assets**") are listed in **Annex 5**. The Material Assets are not subject to any mortgage, pledge, charge, lien, third party's rights or any other similar ownership encumbrance.

*(d) Insolvency and Litigation*

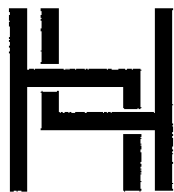
- 8.20 There has been no petition, order or shareholders' resolutions which has been passed for (a) the winding-up, dissolution or liquidation of the Hong Kong Subsidiary, or (b) the appointment of a receiver liquidator or similar officer of the Hong Kong Subsidiary.
- 8.21 No writ in relation to legal, arbitral, disciplinary, government or similar proceedings in Hong Kong has been filed and issued by or against the Hong Kong



Subsidiary and its sole director and sole shareholder in proceedings in Hong Kong for the period from its date of incorporation up to 20 June 2025.

(e) *Legal and Regulatory Compliance*

- 8.22 The Hong Kong Subsidiary complies with the relevant applicable laws of Hong Kong set out in **Annex 6** since the date of its incorporation and up to date save as there have been late filings of certain notification forms to the Companies Registry in 2019 and 2021 but that the time limit for commencement of proceedings against the Hong Kong Subsidiary has been passed. Such incidents will not have a material adverse effect on the Hong Kong Subsidiary and the risk of the Hong Kong Subsidiary being penalized is remote.
- 8.23 The Hong Kong Subsidiary has obtained valid and current governmental or regulatory licenses (“**Authorizations**”) necessary for its business and operations.
- 8.24 Save as the business registration certificate, there are no other licenses, consents, authorizations, permissions, approvals, orders, certificates or permits necessary to conduct the business of the Hong Kong Subsidiary in Hong Kong. The business registration certificate of the Hong Kong Subsidiary (effective from 20 September 2024 to 19 September 2025) is valid, in full force and effect.
- 8.25 All requested/ necessary filings (including tax filings) have been made by the Hong Kong Subsidiary at the governing local authorities.
- 8.26 Any payment to shareholders in their capacity as such in the form of distributions or dividends to be made by the Hong Kong Subsidiary is not subject to any restriction, including any requirement for governmental approval, license or filing under the laws of Hong Kong and the Hong Kong Subsidiary’s constitutional documents; there is no exchange control legislation under the laws of Hong Kong which would prevent the Hong Kong Subsidiary from paying dividends and other distributions to its shareholders in foreign currency; such dividends and other distributions payable to its shareholders will not be subject to any withholding or other taxes under the laws and regulations of Hong Kong and will be free and clear of any other tax, withholding or deduction in Hong Kong.
- 8.27 All categories of material tax liability (including but not limited to profits tax) have been suitably identified, addressed and duly filed and paid by the Hong Kong

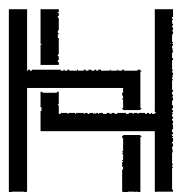


Subsidiary and future and deferred tax payments have been suitably reserved or provided for.

- 8.28 There has not been any fines, penalties or other administrative/ economic sanctions imposed by the tax authorities or any regulatory / governmental bodies.
- 8.29 The Proposed Listing of the Company on the Main Board of the Stock Exchange will not have adverse impact on the legality and validity of all necessary licences, authorisations, approvals, certificates and permits obtained by Hong Kong Subsidiary to conduct its business.
- 8.30 The Proposed Listing will not contravene, violate or conflict with (i) any laws or regulations in Hong Kong; (ii) the constitutional documents of the Hong Kong Subsidiary; or (iii) any agreement or instrument to which the relevant party is a party.
- 8.31 No stamp duty, transfer tax or other tax is payable in connection with the transfer of the shares of the holding company of the Hong Kong Subsidiary.
- 8.32 No material weakness or deficiency has been identified with respect to the Hong Kong Subsidiary's data protection and cybersecurity practice and the Hong Kong Subsidiary's business operations are in compliance with all current data security laws and regulations in all material aspects.

*(f) Business Operations and Material Contracts*

- 8.33 The business of the Hong Kong Subsidiary has been robot automation equipment research and development, sales, software system integration in warehouse and logistics services since its incorporation.
- 8.34 The Material Contracts (as defined below) of the Hong Kong Subsidiary are listed in **Annex 7** and none of such Material Contracts are at risk of potential dispute. Material Contracts include individual contracts entered into by the Hong Kong Subsidiary with transaction value of RMB 1 million or above or contracts having a significant impact over the business of the Hong Kong Subsidiary.
- 8.35 The key transaction terms and Incoterms of certain sample sales contracts and orders entered into by the Hong Kong Subsidiary are listed in **Annex 8**. The Hong Kong Subsidiary is responsible for the compliance of any import, custom,



quality, health and safety requirements of which such products are imported to Hong Kong.

*(g) Intellectual Property*

8.36 The Hong Kong Subsidiary has not registered any trademarks, patents and designs (“**Intellectual Property Rights**”) with the Trade Marks Registry, Intellectual Property Department of Hong Kong and elsewhere.

8.37 The Hong Kong Subsidiary has not entered into any licensing agreements to use any trademark, registered copyright, patent and domain names in Hong Kong and elsewhere.

*(h) Prospectus accuracy*

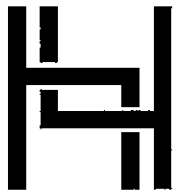
8.38 The disclosure with respect to the Hong Kong Subsidiary and the operations of the Company and its subsidiaries in Hong Kong in the Prospectus and CSRC filing report (if applicable) is true and accurate and complete in all material respects and not misleading or deceptive in any material respect.

**F. Qualifications**

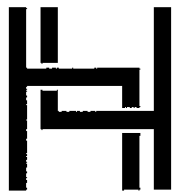
9. Our opinion herein is also subject to the qualifications in this part F.

9.1 The terms “enforceable” and “enforcement” as used above mean that the relevant obligations are or, as the case may be, the relevant judgment is of a type which the Hong Kong courts will ordinarily uphold as legal, valid and binding and will enforce. It does not mean that the Hong Kong courts will necessarily uphold as legal, valid and binding and will enforce the relevant obligations or, as the case may be, that judgment in all circumstances in accordance with their respective or, as the case may be, its terms. For example:

- (i) **General insolvency qualification:** the law relating to bankruptcy, insolvency, liquidation, moratorium and re-organisation and other laws of general application relating to or affecting the rights of creditors generally may render provisions or documents void or voidable or otherwise limit or affect their enforcement;

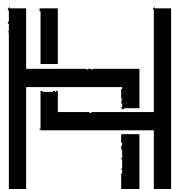


- (ii) **Equity:** a Hong Kong court will not necessarily grant any remedy the availability of which is subject to the principles of equity or public policy or which is otherwise at the discretion of the court. In particular, equitable remedies such as specific performance and injunctions are discretionary despite any agreement purporting to confer the availability of them and may not be available where damages are considered by the court to be an adequate alternative remedy;
- (iii) **Procedural rules:** any action brought in a Hong Kong court would be subject to the rules and procedures of the court including, without limitation, rules about when a Hong Kong court will take jurisdiction to hear a matter, order a claimant to provide security for costs or stay an action;
- (iv) **Defences:** claims may become barred under the Limitation Ordinance (Chapter 347 of the Laws of Hong Kong) or may be subject to defences of set-off or counterclaim;
- (v) **Frustration, misrepresentation and fraud:** validity and enforcement may be limited by the provisions of Hong Kong laws applicable to agreements held to have been frustrated by events happening after execution. A party to an agreement may be able to avoid its obligations under that agreement (and may have other remedies) if it has been induced to enter into that agreement by a misrepresentation. The Hong Kong courts will generally not enforce an obligation if there has been fraud;
- (vi) **Foreign illegality:** where an obligation is to be performed in a jurisdiction other than Hong Kong, it may not be enforceable in Hong Kong to the extent that its performance would be illegal or contrary to public policy under the laws of the jurisdiction in which it is to be performed and the Hong Kong court may take into account the laws of the jurisdiction in which performance is to take place in relation to the manner of performance and the steps to be taken in the event of defective performance; and
- (vii) **Currency:** while the Hong Kong courts are prepared to render judgment for a monetary amount in a foreign currency if, subject to the terms of the Agreements, it is a currency which most fairly expresses the claimant's loss, a judgment may be converted into Hong Kong Dollars for the



purposes of enforcement (save in respect of garnishee proceedings where enforcement can be in the appropriate foreign currency). Foreign currency amounts claimed in Hong Kong liquidation proceedings must be converted into Hong Kong Dollars at the exchange rate prevailing at the date of the winding-up order.

- 9.2 We express no opinion on the availability of any tax benefits (in the sense of the avoidance or postponement of a liability to pay, or a reduction in the amount of, any tax imposed by the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong)) in Hong Kong in connection with the transaction(s) contemplated by the Specified Documents or on the ability of the revenue authorities to exercise the powers contained in either or both of sections 61 and 61A of the Inland Revenue Ordinance.
- 9.3 The Rules Governing the Listing of Securities on the Stock Exchange are subject to the interpretation, administration and enforcement by the Stock Exchange and the decision of the Stock Exchange is conclusive. Nothing in this opinion shall be construed as an opinion that the Prospectus complies with any legal regulatory requirements as to its contents.
- 9.4 We have reviewed, and accordingly this opinion is based solely on the Specified Documents, the Confirmations and the Search Results.
- 9.5 We are unable to advise whether the corporate records and other documents made available to us comprise all the information and materials in existence which may be relevant.
- 9.6 We have not sought independently to verify any of the documents or information provided to us.
- 9.7 Save as expressly indicated, no opinion is expressed or implied as to the reasonableness, validity, binding effect or enforceability of any of the documents or agreements reviewed.
- 9.8 This opinion relates only to Hong Kong law as it exists and is in force at the date of this letter and no opinion is expressed on or regarding the implications under the laws of any other jurisdiction in relation to or in connection with any of the documents provided to us or matters of which we have been informed or advised by the Company or its representatives (as the case may be).



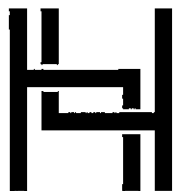
- 9.9 This opinion does not include an analysis of any information received by us after the date of this opinion (the “**Cut-off Date**”). In preparing this opinion we will not take into account any matter coming to our attention after the Cut-off Date and do not accept any obligation to update this opinion to take account of any facts, matters, events or circumstances coming to our attention after the Cut-off Date.
- 9.10 We are not qualified to make, and have not made, any assessment of the possible commercial or financial consequences of any particular Specified Document or of its significance or acceptability.
- 9.11 Unless specifically identified in this opinion, all documents reviewed and inspected by us are copies only.

#### **Benefit of opinion**

10. This letter is addressed to the above-mentioned addressees and their respective counsels in connection with the Public Offering solely for their benefit in connection with the Public Offering. It may not be transmitted to or relied upon by anyone else or for any other purposes or quoted or referred to in any other document or filed with anyone and neither its contents nor its existence may be disclosed without our prior written consent, except that this letter may be disclosed by the addressees to their affiliates and legal advisors and/or to the extent required by law or regulation or regulatory or governmental authority or agency or commission (including the Hong Kong Stock Exchange, the Securities and Futures Commission of Hong Kong and the China Securities Regulatory Commission), or in seeking to establish a defence in any legal or regulatory proceeding or investigation relating to the matters set out in this opinion.

#### **Scope of opinion**

11. This opinion is limited strictly to the matters stated herein and is not to be read as extending by implication to any other matter in connection with the Public Offering, the Company, any Specified Document or otherwise.

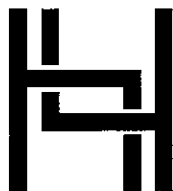


梁浩然律師事務所  
有限法律責任合夥  
H.Y. LEUNG & Co. LLP  
S O L I C I T O R S

Yours faithfully,

H.Y. Leung & Co. LLP



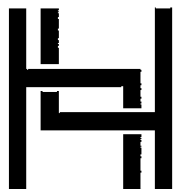


**ANNEX 1**

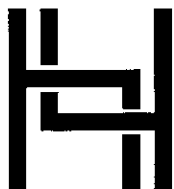
**SPECIFIED DOCUMENTS**

We have been provided with the copies of the following information and documents related to the Hong Kong Subsidiary: -

1. Certificate of Incorporation
2. Articles of Association
3. Business Registration Certificate with certificate no.68222812-000-09-24-8
4. Business Registration Certificate with certificate no.68222812-000-09-23-3
5. Business Registration Certificate with certificate no.68222812-000-09-22-9
6. Business Registration Certificate with certificate no.68222812-000-09-21-4
7. Business Registration Certificate with certificate no.68222812-000-09-20-A
8. Business Registration Certificate with certificate no.68222812-000-09-18-2
9. Business Registration Certificate with certificate no.68222812-000-09-17-8
10. Registers of Members
11. Register of Directors
12. Register of Secretaries
13. Register of Charges
14. Significant Controllers Register
15. Share certificates nos.2 to 3 (Share Cert nos. 1 and 2 were cancelled and re-issued to share certificate no.3 after the change of name and address of the shareholder dated 21-Mar-2022.)
16. Minutes of meetings/ written resolutions of the directors
17. Minutes of meetings/ written resolutions of the shareholders
18. NAR1 dated 20 September 2024
19. Confirmation of Tenancy dated 5 July 2021
20. Lease dated 28 July 2021
21. Lease Renewal Agreement dated 31 December 2023
22. Staff list dated 28 February 2025
23. Staff list as of 31 May 2025
24. MPF Monthly Statement dated 30 September 2024
25. MPF Contribution Summary dated 24 January 2025 for the period from 1 December 2023 to 30 November 2024
26. Employment contract (2 templates)
27. Blue Cross Category 1 Schedule of Benefits – Hospital and Surgical Benefits
28. Blue Cross Category 2 Schedule of Benefits – Hospital and Surgical Benefits
29. Acknowledgement receipt of resignation (template)



30. Letter of employment termination (template)
31. HSBC's Debit Advice dated 22 February 2024 and HSBC's Policy Schedule dated 22 February 2024 for Policy Number SOE/25872190/20/CMBA
32. HSBC's Debit Advice dated 5 February 2025 and HSBC's Policy Schedule dated 5 February 2025 for Policy Number SOE/25872190/20/CMBA
33. HSBC's Credit Advice dated 26 February 2024 and HSBC's Endorsement dated 26 February 2024 for Policy Number SOE/25872190/20/CMBA
34. Form BIR56A for the years ended 31 March 2022, 31 March 2023, 31 March 2024 and 31 March 2025
35. Extract of audited accounts for the years ended 31 December 2021, 31 December 2022, and 31 December 2023
36. Management accounts as of June 2024
37. Letter from KPMG Tax Services Limited to the Commissioner of Inland Revenue dated 3 February 2023 in connection with taxation affairs for the year of assessment 2021/22;
38. Letter from KPMG Tax Services Limited to the Commissioner of Inland Revenue dated 29 August 2023 in connection with taxation affairs for the year of assessment 2022/23;
39. Viewing of profits tax returns 2024
40. List of outstanding loans, debts and liabilities in Annex 4
41. List of Material Assets listed in Annex 5
42. Material Contracts as listed in Annex 7



**ANNEX 2**

**LIST OF DIRECTOR AND COMPANY SECRETARIES**

(a) Director

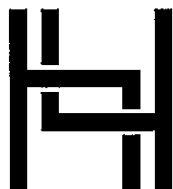
Name of Director	Date of Appointment	Date of Cessation	Remark
ZHENG Yong (鄭勇)	20 September 2017	N/A Existing Director	First Director

(b) Alternate Director

NIL.

(c) Company Secretaries

Name of Company Secretary	Date of Appointment	Date of Cessation
BAIHUI INTERNATIONAL BUSINESS (HK) LIMITED 百匯國際商務(香港)有限公司	20 September 2017	31 August 2018
CORPREG SERVICES LIMITED 企正服務有限公司	31 August 2018	21 December 2020
PERINCORP CONSULTING LIMITED 環爾企業顧問有限公司	21 December 2020	1 September 2021
iSec Company Services Limited	1 September 2021	N/A Existing Company Secretary



### ANNEX 3

#### LIST OF SHARE CAPITAL AND SHAREHOLDER

(a) Share Capital

<b>Incorporation</b>	
Issued Share Capital	HK\$1,000,000
Issued Shares	1,000,000
Paid-up share capital	HK\$1,000,000
<b>As of the date hereof</b>	
Issued Share Capital	HK\$10,000,000
Issued Shares	10,000,000
Paid-up share capital	HK\$10,000,000

(b) Allotment and historical changes of share capital from the date of incorporation

On the Hong Kong Subsidiary's incorporation (i.e., on 20 September 2017), the Hong Kong Subsidiary allotted 1,000,000 founder shares to 北京極智嘉科技股份有限公司 and the total amount of share capital of the Hong Kong Subsidiary was HK\$1,000,000.

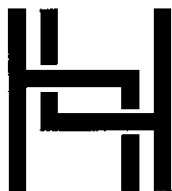
On 21 December 2020, the Hong Kong Subsidiary allotted a total of 9,000,000 shares to 北京極智嘉科技股份有限公司, which resulted in an increase in the share capital of the Hong Kong Subsidiary from HK\$1,000,000 to a total sum of HK\$10,000,000.

(c) Shareholder

*Current Shareholder*

<b>Name of Shareholder</b>	<b>No. of shares held</b>	<b>Percentage of Shares held</b>	<b>Beneficial owner</b>
北京極智嘉科技股份有限公司 Beijing Geekplus Technology Co., Ltd.	10,000,000	100%	Yes
<b>Total:</b>	<b>10,000,000</b>	<b>100%</b>	

北京極智嘉科技股份有限公司 Beijing Geekplus Technology Co., Ltd. is the only shareholder of the Hong Kong Subsidiary since its incorporation.

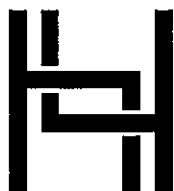


ANNEX 4

LIST OF OUTSTANDING LOANS, DEBTS AND LIABILITIES

As of June 2024:-

<u>Description</u>	<u>HKD</u>	<u>HKD</u>
<b><u>Current:</u></b>		
Accounts payable	317,799,637.81	
Accrued payroll	376,964.36	
Other payables	49,571,367.25	
<i>Sub-total:</i>		367,747,969.42
<b><u>Non-current:</u></b>		
Accrued liabilities	12,458,026.53	
<i>Sub-total:</i>		12,458,026.53
<b><u>TOTAL LIABILITIES:</u></b>		<b><u>380,205,995.95</u></b>

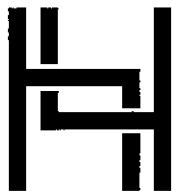


ANNEX 5

LIST OF MATERIAL ASSETS

As of June 2024:-

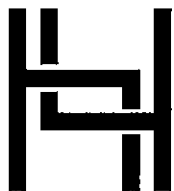
<u>Description of Assets</u>	<u>HKD</u>
Cash	58,794,444.76
Other receivables	190,962,829.09
Inventories	195,987,287.75
Fixed assets	5,792,452.25
<i>Sub-total:</i>	
<b><u>TOTAL VALUE OF ASSETS:</u></b>	451,537,013.86



**ANNEX 6**

**LIST OF THE RELEVANT APPLICABLE LAWS OF HONG KONG**

1. Business Registration Ordinance (Chapter 310)
2. Companies Ordinance (Chapter 112)
3. Employees' Compensation Ordinance (Chapter 282)
4. Employment Ordinance (Chapter 57)
5. Inland Revenue Ordinance (Chapter 112)
6. Mandatory Provident Fund Schemes Ordinance (Chapter 485)
7. Minimum Wages Ordinance (Chapter 608)
8. Personal Data (Privacy) Ordinance (Chapter 486)
9. Stamp Duty Ordinance (Chapter 117)
10. Sale of Goods Ordinance (Chapter 26)
11. Sale of Goods (United Nations Convention) Ordinance (Chapter 641)
12. Supply of Services (Implied Terms) Ordinance (Chapter 457)
13. Import and Export Ordinance (Chapter 60)
14. Import and Export (Registration) Regulations (Chapter 60E)
15. Reserved Commodities (Control of Imports, Exports and Reserve Stocks) Regulations (Chapter 296A)

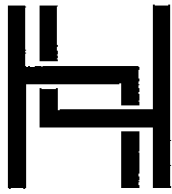


ANNEX 7

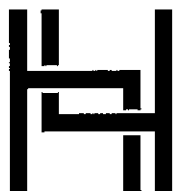
LIST OF MATERIAL CONTRACTS

No.	Date	Parties	Description	Amount
1.	(undated)	Between “莎莎化妝品有限公司” as the purchaser and the Hong Kong Subsidiary	Sa Sa 香港電商倉機器人專案 設備採購及安裝調試服務合同 for the sale, installation and testing of the specified products, and the annual service fee outside of the warranty period of the Hong Kong Subsidiary	Sums of RMB4,477,523.31, RMB612,328.08, RMB4,477,752.33
2.	2022.10.09	Between the Hong Kong Subsidiary and Hong Kong Productivity Council	Purchase Order for the specified products	HK\$2,690,355
3.	2022.06.07	between “精聯電子股份有限公司” as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書” for the sale, installation, testing, maintenance, and relevant service of the specified products	US\$343,913
4.	2020.12.29	Between Empower SCM Ltd. (“Empower”) and the Hong Kong Subsidiary	Robot & System Lease Contract for the rental of the specified equipment to Empower for the rental fee of	HK\$16,791,380
5.	2020.12.15	Between the Hong Kong Subsidiary and New Eagle International Pty Ltd T/A Umart Online as	Sale and Purchase (and Maintenance) Agreement for the sale, provision of	US\$1,669,600

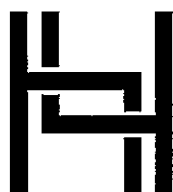




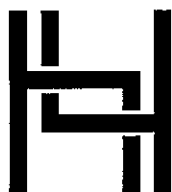
		purchaser	maintenance and other service of the specified products to the purchaser	
6.	2021.03.03	Between 永聯物流開發股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “永聯物流開發股份有限公司 楊梅外倉 自動化物流系統採購契約” for the sale, provision of maintenance and other services of the specified products to the purchaser	US\$1,449,230
7.	2021.02.23	Between 友通資訊股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “友通倉儲自動存儲 揀貨+線邊供料系統 採購合同” for the sale, provision of maintenance and other services of the specified products to the purchaser	US\$571,000
8.	2021.03.11	Between 永聯物流開發股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “永聯物流開發股份有限公司 瑞芳 B7 倉自動化物流系統採購契約” for the sale, provision of maintenance and other services of the specified products to the purchaser	US\$281,210
9.	2021.04.20	Between the Hong Kong Subsidiary and Doosan Logistics Solutions Co., Ltd as the purchaser	Sale and Purchase Agreement for Coupang Yon3 Project for the sale, provision of maintenance and other services of the	US\$345,664



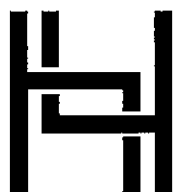
			specified equipment to the purchaser	
10.	2021.03.31	Between 奔騰物流系統股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “奔騰物流家樂福專案 設備採購合約書” for the sale, provision of maintenance and other services of the specified products to the purchaser	US\$1,848,648
11.	2021.04.15	Between the Hong Kong Subsidiary and KORNIC Automation Co. Limited as the purchaser	Sale and Purchase Agreement for the sale, provision of maintenance and other services of the specified equipment to the purchaser	US\$234,311
12.	2021.05.13	Between 精聯電子股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “精聯電子機器人自動化專案 設備採購合約書” for the sale, provision of maintenance and other services of the specified products to the purchaser	US\$187,167
13.	2021.08.16	Between DHL Supply Chain (Australia) Ptd Ltd as the purchaser and the Hong Kong Subsidiary	Individual Agreement to Master Agreement on Delivery of Goods-to-Person Picking Solutions for the provision of the specified product and services	US\$1,622,268
14.	2021.04.20	Between the Hong Kong Subsidiary and Wakanda LTD as the purchaser	Sale and Purchase Agreement for the sale, provision of maintenance and other services of the	US\$1,368,537



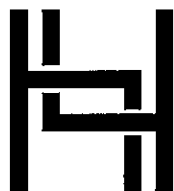
			specified equipment to the purchaser	
15.	2021.04.20	Between the Hong Kong Subsidiary and Wakanda LTD as the purchaser	Sale and Purchase Agreement for the sale, provision of maintenance and other services of the specified equipment to the purchaser	US\$276,988
16.	2021.06.07	Between the Hong Kong Subsidiary and Rhenus Logistics Hong Kong Limited as the purchaser	Sale and Purchase (and Maintenance) Agreement for the sale, provision of maintenance and other services of the specified equipment to the purchaser	HK\$3,200,000
17.	2021.08.04	Between GEODIS Hong Kong Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale, provision of maintenance and other services of the specified equipment to the purchaser	HK\$3,862,530
18.	2021.07.29	Between 奔騰物流系統股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “機器人及其系統專案合約書” for the sale, provision of maintenance and other services of the specified products to the purchaser	US\$765,002
19.	2021.12.04	Between the Hong Kong Subsidiary and Inditex de Diseño Textil S.A. (Inditex S.A.) as the commissioning party	Purchase Order for Automation of Logistics Warehouse of Industria de Diseño Textil, S.A. (Inditex S.A.) in Marchamalo	EUR4,759,737.22



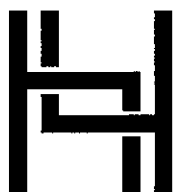
			for the manufacture and installation of products to the commissioning party	
20.	2021.08.04	Between 嘉里大榮物流股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “採購合約書” for the sale of the specified products to the purchaser	US\$311,138
21.	2021.08.31	Between 奔騰物流系統股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書” for the sale, installation, testing and other services of the specified equipment to the purchaser	US\$219,652
22.	2021.12.30	Between SF Supply Chain (Hong Kong) Limited as the purchaser and the Hong Kong Subsidiary	Products Purchase Agreement for the sale, granting a non-exclusive and irrevocable licence to use the software as well as the maintenance, training and support services for the products to the purchaser	Sums of HK\$3,493,661 and 5% of project value per annum for the support service fee respectively
23.	2021.07.20	Between the Hong Kong Subsidiary and Inditex Logística, S.A. as the commissioning party	Purchase Order for Automation of Logistics Warehouse of Inditex Logística, S.A. in Calle Jarama, número 153, in Toledo, identified as Parcela nº B-2, 2ª fase, zone B of the Polígono Industrial de Santa María de	EUR501,806.57



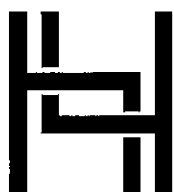
			Benquerencia, Toledo for the manufacture and installation of products to the commissioning party	
24.	2021.07.29	Between 奔騰物流系統股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “捷盟行銷股份有限公司 AMR 採購增補契約” for the sale of the specified products to the purchaser	US\$671,902
25.	2021.10.27	Between Casetagram Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale, installation, maintenance and other services of the specified products to the purchaser	HK\$3,189,000
26.	2022.01.20	Between the Hong Kong Subsidiary and Inditex de Diseño Textil S.A. (Inditex S.A.) as the commissioning party	Purchase Order for Automation of Logistics Warehouse of Industria de Diseño Textil, S.A. (Inditex S.A.) in Milan for the manufacture, installation, and related training of specified products to the commissioning party	EUR514,254.56
27.	中華民國 110 年 12 月 30 日	Between 富邦媒體科技股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “頂昇式無人搬運車系統（工程）採購合約書” for the sale and maintenance of the specified products to the purchaser	NT\$15,000,000



28.	2022.02.17	Between YesAsia Holdings Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale, supply, installation and other services of the specified products to the purchaser	HK\$15,830,000
29.	2022.05.12	Between Kerry Logistics (Hong Kong) Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified products and/or services to the purchaser	HK\$3,446,435
30.	2022.03.31	Between 邦士科技有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書” for the sale, installation, testing and other services of the specified equipment to the purchaser	US\$186,098
31.	2022.04.12	Between the Hong Kong Subsidiary and YesAsia Holdings Limited	Renovation Agreement for the supply of renovation works services to YesAsia	HK\$12,868,380
32.	2022.04.21	Between Bang Tai International Logistics Company Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified products and/or services to the purchaser	HK\$3,243,000
33.	2022.05.13	Between NAF Global Logistics Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified	HK\$2,380,000

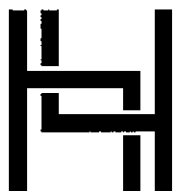


			products and/or services to the purchaser	
34.	2022.12.01	Between The Dairy Farm Company, Limited as the purchaser and the Hong Kong Subsidiary	Statement of Work for the sale of the specified products to the purchaser	HK\$12,986,999
35.	2022.05.16	Between Sun Hing Logistics (NTWD) Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified products and/or services to the purchaser	HK\$2,880,000
36.	2022.01.20	Between the Hong Kong Subsidiary and Industria de Diseño Textil S.A. (Inditex S.A.) as the commissioning party	Purchase Order for Automation of Logistics Warehouse of Industria de Diseño Textil, S.A. (Inditex S.A.) in Milan for the manufacture, installation, and related training of the specified products to the commissioning party	EUR3,475,623.56
37.	2022.06.09	Between 精聯電子股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書 長呈實業專案” for the sale, installation, testing and other services of the specified products to the purchaser	US\$238,306
38.	2022.06.07	Between Hong Kong Logistics Technology & Systems Limited as the customer and the Hong Kong subsidiary	Master Agreement for Maintenance Services [For HKTV Mall Project] for the provision of	US\$175,875



			maintenance services to the customer for three years from 15 <sup>th</sup> March 2022 to 14 <sup>th</sup> March 2025	
39.	2022.05.26	Between MTR Corporation Limited as the customer and the Hong Kong Subsidiary	Contract Q089399 Supply and Installation of Autonomous Mobile Robot (AMR) in Kowloon Bay Depot Logistics and Distribution Centre Letter of Clarification for the provision of maintenance services to the customer	HK\$3,698,000
40.	2022.06.13	Between CATALO Natural Health Foods Limited as the customer and the Hong Kong Subsidiary	Renovation Agreement for the supply of renovation services and the specified professional works to the customer	HK\$6,800,000
41.	2022.06.17	Between 精聯電子股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書 華可貴 YKK 專案” for the sale, installation, testing and other services of the specified products to the purchaser	US\$252,740
42.	2022.06.28	Between Tahuu Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified products and/or services to the purchaser	US\$2,130,236.14



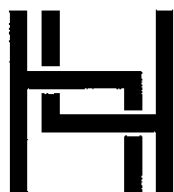


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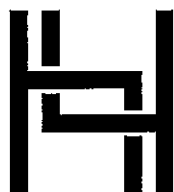
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H.Y. LEUNG & Co. LLP  
SOLICITORS

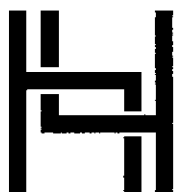
43.	2022.09.21	Between 奔騰物流系統股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書 高林實業專案” for the sale, installation, testing and other services of the specified products to the purchaser	US\$341,007
44.	2022.09.20	Between Orshar Bonded Warehouse 1985 Ltd. and the Hong Kong Subsidiary	Supplementary Agreement for the costs of related activities for the relocation and additional equipment for the relocation of robotic operations to a new site for the purchaser	US\$1,556,000
45.	2022.08.24	Between 永聯物流開發股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “永聯物流開發股份有限公司 OMega ASRS 搬運自動化物流系統採購契約” for the sale, installation, testing, provision of maintenance and other services of the specified products to the purchaser	US\$1,215,170
46.	2022.08.11	Between Hong Kong Subsidiary and UPS Supply Chain Solutions (Taiwan) Co., Ltd. as the purchaser	Sale, Purchase, and Maintenance Agreement for the sale of equipment and provision of maintenance and other services to the purchaser	Sums of US\$84,469.20 and US\$2,842,770 respectively
47.	2022.12.22	Between Star Links for Support Services L.L.C.	Supply, Installation and Services	US\$4,803,651



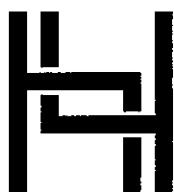
		as the purchaser and the Hong Kong Subsidiary	Agreement for the sale of the specified equipment and/or services to the purchaser	
48.	2022.12.20	Between Cotton On Australia Pty Ltd as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	US\$19,883,500
49.	2023.01.03	Between Hameritz deliveries and Flash Logistics as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	US\$1,499,351
50.	2023.01.30	Between 嘉里大藥物流股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “採購合約書” for the sale of the specified products to the purchaser	US\$596,238
51.	2023.03.09	Between Samsung SDS Global SCL Australia Pty Ltd as the purchaser and the Hong Kong Subsidiary	Supply Contract (AGV) for the sale and installation of the specified products	US\$913,276
52.	2023.01.20	Between Samsung SDS Global SCL Australia Pty Ltd as the purchaser and the Hong Kong Subsidiary	Sales Order for the sale of the specified equipment and/or services	US\$647,982
53.	2023.02.16	Between 研華股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “研華股份有限公司設備採購合約書” for the sale, installation and training of the	US\$221,079



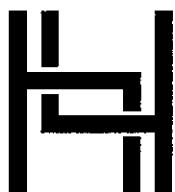
			specified products to the purchaser	
54.	2023.02.03	Between Conveyor Logistics Pty. Ltd as the purchaser and the Hong Kong Subsidiary	Project Agreement for Supply and Installation for the sale of the specified goods and services to the purchaser	US\$1,707,073
55.	2023.02.24	Between Cotton On Australia Pty Ltd as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	HK\$8,600,000
56.	2023.03.01	Between 精聯電子股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書 昇恆昌專案” for the sale, installation, testing and other services of the specified products to the purchaser	US\$512,163
57.	2022.12.30	Parknshop (HK) Limited as the customer and the Hong Kong Subsidiary	Automation Logistics Solution Agreement for Super EDC (2 <sup>nd</sup> Phase) for the provision of a tailor-made Automation Logistics Solution System	HK\$6,828,582
58.	2023.04.11	Between the Hong Kong Subsidiary and Industria de Diseño Textil, S.A. (Inditex S.A.) as the commissioning party	Purchase Order for Automation of Logistics Warehouse of Inditex S.A. in Zaragoza for the manufacture, installation, and related training of the	EUR6,096,346.51



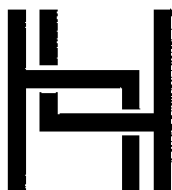
			specified products to the commissioning party	
59.	2023.05.29	Between Cargo Services Far East Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	HK\$1,790,000
60.	2023.06.05	Between Independent Cargo Consolidators Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	HK\$1,680,000
61.	2023.06.15	Between Cargo Services Far East Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	HK\$3,000,000
62.	2023.07.04	Between Essilorluxottica (Thailand) Ltd. as the purchaser and the Hong Kong Subsidiary	Supply Agreement for the sale, installation of the specified equipment and/or services to the purchaser	US\$294,650
63.	2023.06.15	Between P.S.D.S. Enterprises Ltd and the Hong Kong Subsidiary	Supplementary Agreement for sale of the specified goods/services	US\$1,200,000
64.	2023.08.18	Between Hong Kong Hospital Authority as the purchaser and the Hong Kong Subsidiary	Letter of Acceptance for Tender Reference: HKWC-TC019/22(D1) Supply and Installation of	HK\$5,967,000



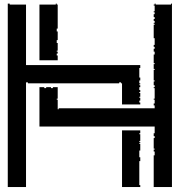
			Autonomous Mobile Robot Systems for Off-site Store of Queen Mary Hospital, Hong Kong West Cluster, Hospital Authority for the supply and installation of the specified products to the purchaser	
65.	2023.11.10	Between CRV Consultants (Hong Kong) Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	HK\$4,828,000
66.	2023.10.13	Between Empower SCM Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	HK\$2,772,000
67.	2023.11.01	Between 精聯電子股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書 長呈實業專案” for the sale, installation, testing and other services of the specified products to the purchaser	US\$201,995
68.	2023.11.10	Between Shiperoo Fulfilment Pty Ltd as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the	US\$11,589,307



			purchaser	
69.	2024.01.06	Between Rhenus Warehousing Solutions Hong Kong Limited as the purchaser and the Hong Kong Subsidiary	Supply, Installation and Services Agreement for the sale of the specified equipment and/or services to the purchaser	HK\$17,760,000
70.	2024.03.06	Between Rhenus Warehousing Solutions Hong Kong Limited as the customer and the Hong Kong Subsidiary	Renovation Agreement for the provision of renovation services and professional works to the customer	HK\$8,900,000
71.	2024.02.29	Between 永聯物流開發股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “永聯物流開發股份有限公司 Omega 2 ECHUB 貨到人自動化物流揀貨系統採購契約” for the sale, installation, testing, provision of maintenance and other services of the specified products to the purchaser	US\$652,940
72.	2024.01.09	Between MENA Mobility LLC as the purchaser and the Hong Kong Subsidiary	Supply and Supply Agreement for the sale of the specified equipment and/or services to the purchaser	US\$1,672,262.50
73.	2024.02.29	Between 永聯物流開發股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “永聯物流開發股份有限公司 Omega 2 搬運貨到人自動化物流揀貨系統採購契約” for the sale, installation, testing,	US\$659,442



			provision of maintenance and other services of the specified products to the purchaser	
74.	2024.01.09	Between MENA Mobility LLC as the purchaser and the Hong Kong Subsidiary	Supply and Supply Agreement for the sale of the specified equipment and/or services to the purchaser	US\$1,672,262.50
75.	2024.05.10	Between 精聯電子股份有限公司 as the purchaser and the Hong Kong Subsidiary	The agreement titled “設備供應安裝與服務契約書 華可貴 YKK 止水/VT 專案” for the sale, installation, testing and other services of the specified products to the purchaser	US\$189,376



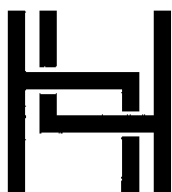
**ANNEX 8**

**KEY TRANSACTION TERMS AND INCOTERMS OF  
CERTAIN SAMPLE SALES CONTRACTS AND ORDERS**

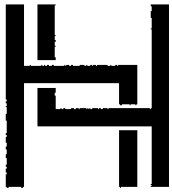
As per the sample contract for the supply of products to customers:

<b><u>Category</u></b>	<b><u>Details</u></b>
Applicable taxes	<ol style="list-style-type: none"><li>1. All prices and price-related issues under this sample contract for the supply of products are net, exclusive of any applicable tax under the applicable laws and without consideration of any applicable import/export taxes or any taxes applicable to cross-border transaction at the time of invoicing.</li><li>2. The Customer shall pay all taxes applicable to the supply, shipment, transportation or use of the Goods.</li></ol>
Delivery Inspection	<ol style="list-style-type: none"><li>1. The Customer shall conduct Delivery Inspection on the date of delivery on the site of delivery to identify the shipment and examine the quantity and condition of the goods, in particular the apparent order of the packaging and the surface condition of the goods.</li><li>2. The customer shall notify the Hong Kong Subsidiary, immediately or at latest before the fifth calendar days from the date of delivery, in writing of any defects.</li><li>3. In case that no defects are found during the Delivery Inspection, or that the Customer fails to duly conduct the Delivery Inspection, it shall be deemed that the acceptance of delivery is confirmed on the date of delivery (“<b>Delivery Acceptance</b>”).</li></ol>
Transfer of risk	<ol style="list-style-type: none"><li>1. Subject to the Delivery Inspection, the risks of losses or damages to the Goods shall be transferred to the Customer upon the delivery, irrespective of the state and condition of the Goods at the delivery.</li></ol>
Title of ownership	<ol style="list-style-type: none"><li>1. The Hong Kong Subsidiary shall remain the owner of the Goods until full and unconditional payment of the Contract Price by the Customer.</li></ol>





Warranty	<ol style="list-style-type: none"><li>1. The Goods delivered under this sample contract for the supply of products shall be free from defects in material and workmanship and conform to the specifications stated in the Purchase Order, provided the Goods is used for its intended purpose and has not been abused or subjected to conditions outside of its specification. The Hong Kong Subsidiary further warrants that the Goods is free from any encumbrance, charge, lien or similar right.</li></ol>
Warranty Period	<ol style="list-style-type: none"><li>1. Twelve (12) months starting from the date of delivery acceptance.</li><li>2. In case that the Hong Kong subsidiary shall supply and install an automated system for the customer, and the goods are integral parts of this automated system, then the warranty period shall start from the date of system go-live.</li></ol>
Liability	<ol style="list-style-type: none"><li>1. All claims of the Customer for alleged shortage or non-conformity of the Goods to the specification in the Purchase Order or any warranty shall be deemed waived unless made in writing within certain number of calendar days as of the date of Delivery Acceptance. Any failure to make such claims within the specific period shall constitute an irrevocable acceptance of the goods.</li><li>2. Upon receiving a written notice asserting non-conformity in due time and the Hong Kong Subsidiary confirmed such non-conformity, the Customer may, at the Hong Kong Subsidiary's expense and upon its prior written authorization, deliver such Goods to a facility designated by the Hong Kong Subsidiary for repair, replacement, return or refund. However these repair, replacement, return or refund does not apply to goods misused or to damage because of accident or improper handling, shipping damage, or alterations outside of the Hong Kong Subsidiary's facilities.</li><li>3. The Hong Kong Subsidiary's liability, and the Customer's exclusive remedy, for non-conformity of Goods is limited to the provisions expressly specified under this Section in the sample supply contract, and shall not in any event</li></ol>



	exceed the Contract Price of the Goods, plus transportation cost paid by the Customer. Any other claims or rights than explicitly specified in this Agreement or any Purchase Order against the Company, for whatever legal reason, are excluded.
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