

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")

Date:

June 30, 2025

Your ref:

Our ref:

363461.000002

Name:

Dr. Alexander Honrath

Direct:

+49 89 545 65 232

E-Mail:

alexanderhonrath@eversheds-
sutherland.com

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)

Legal Memorandum regarding Geekplus Europe GmbH

Dear Sir or Madam,

We have been requested by Beijing Geekplus Technology Co., Ltd. to render this legal memorandum (hereinafter "**Legal Memorandum**") on the legal situation of Geekplus Europe GmbH, Duesseldorf (hereinafter the "**Company**") under the laws of the Federal Republic of Germany, in particular with respect to its incorporation and corporate status. This Legal Memorandum is given in connection with the listing of the shares of the ListCo on the Main Board of The Stock Exchange of Hong Kong, Limited (hereinafter the "**Listing**").

In this Legal Memorandum, concepts of German law are expressed in the English language and not in the original German terms, which may differ in their exact legal meaning. If an English expression is defined by reference to a German term or phrase in the text of this Legal Memorandum, the German meaning shall prevail, wherever the English expression is used herein.

1. Examined documents

For the purpose of this Legal Memorandum we have solely examined and relied on the documents as identified in **Annex 1** to this Legal Memorandum, which are hereinafter referred to as the "**Documents**"; any attachments to the Documents and documents

mentioned or referred to in the Documents are excluded for the purpose of this Legal Memorandum.

Except as stated above, we have not reviewed any other document for the purpose of this Legal Memorandum. We have, in particular, not taken into account any information disclosed in publicly available documents or resources (other than the register extract of the Company and the online searches referred hereafter (together the "**Searches**")):

- 1.1 Search in the German commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Duesseldorf carried out by us on 17 June 2025;
- 1.2 Search on the German online insolvency database (*Insolvenzregister*) (www.insolvenzbekanntmachungen.de), carried out by us on 17 June 2025;
- 1.3 Searches on the publicly available register of the European Union Intellectual Property Office (<https://euipo.europa.eu/eSearch/>), the World Intellectual Property Organization (https://branddb.wipo.int/en/similarname?sort=score%20desc&rows=30&asStructure=%7B%22boolean%22:%22AND%22,%22bricks%22:%5B%5D%7D&_id=1731066295006), the German Patent and Trade Mark Office (<https://register.dpma.de/DPMAregister/Uebersicht?lang=en>) , carried out by us on 17 June 2025;
- 1.4 Search on the German register of the Stiftung Elektro-Altgeräte Register (*stiftung ear*) (www.stiftung-ear.de/en/home) as regards to registrations under the German Battery Act (*Batteriegesetz*) or the German Electronical and Electronic Equipment Act (*Elektrogesetz*), carried out by us on 17 June 2025;
- 1.5 Search on the German Transparency Register ("*Transparenzregister*"), carried out by us on 17 June 2025; and
- 1.6 Search on the German Packaging Register (www.Verpackungsregister.org), carried out by us on 17 June 2025.

2. **Received Statements from the Company**

We have received a confirmation from the Company, signed by Yong Zheng and Hong Yu dated 17 June 2025 (the "**Confirmation I**"), a copy of which is attached to this Legal Memorandum as **Annex 2**.

Further, we have received a confirmation from the Company's sole shareholder, Geek Plus International Company Limited, dated 17 June 2025 (the "**Confirmation II**") and together with Confirmation I the "**Confirmations**"), a copy of which is attached to this Legal Memorandum as **Annex 3**.

3. **Assumptions and qualifications**

In rendering this Legal Memorandum, we have assumed:

- 3.1 The copies of the Documents are true and complete copies of, or in the final forms of the originals;
- 3.2 The genuineness of all signatures and (if any) chops, seals, duty stamps and markings on the Documents and Confirmations and all the signatures on the Documents and Confirmations were actually signed by the relevant signatories as stated in the Documents and Confirmations; the authenticity and completeness of all Documents and Confirmations submitted to us and the conformity to authentic original documents of the Documents and Confirmations submitted to as certified;
- 3.3 Each of the Documents and Confirmations has been duly authorized, executed and delivered by or on behalf of the parties thereto, that such parties have obtained all necessary consents and authorisations and are otherwise qualified and empowered to execute and deliver and perform their respective obligations under the relevant Documents and Confirmations and that the performance thereof is within their respective capacity of power;
- 3.4 The information disclosed and the Documents and Confirmations are true and complete and have not since then been altered, revoked, rescinded, repealed, terminated or otherwise voided, which includes that no notice of non-renewal has been issued;
- 3.5 The commercial register extract mentioned in Annex 1 accurately reflects all matters which require registration in the commercial register including that no entry has been made in the commercial register which is not reflected in the commercial register excerpts and no changes to the facts stated therein have occurred between the date the respective excerpt was issued and the date hereof;
- 3.6 The articles of association have been duly executed and are in full force and effect and up-to-date and no amendments have been made thereto;
- 3.7 The statutory share capital (*Stammkapital*) of the Company has been fully paid up and has been available at the free disposal (*verfügbar zur freien Verwendung*) of the managing directors of the Company;
- 3.8 To the extent that any obligation under each of the Documents is to be performed in any jurisdiction other than the Federal Republic of Germany, its performance will not be illegal, non-binding or unenforceable under the laws of such jurisdiction (as to which we express no opinion);
- 3.9 That the records on file and available for public inspection of the Company are accurate, that the information disclosed by the Searches is true and complete, that such information has not since then been altered and that the Searches did not fail to disclose any information which has been delivered for registration but did not appear on the register's file at the date of the Searches;
- 3.10 All statements of fact (including all representations and warranties) contained in each of the Documents and Confirmations 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 circumstances means that the same does not exist or has not occurred and that we have relied on them without further enquiry;
- 3.11 As long as not stated expressively otherwise herein, the Company has performed its tax obligations, fulfilled its insurance obligations and is compliant with data-protection laws;

- 3.12 The Company has its effective seat of administration (*effektiver Verwaltungssitz*) in Germany;
- 3.13 That each natural person executing any provided document had unlimited legal capacity (*unbeschränkte Geschäftsfähigkeit*) at the time of execution and has issued a statement of intent (*Willenserklärung*) which is not subject to rescission (*nicht anfechtbar*);
- 3.14 That the decision of any party to enter into an agreement has not been influenced by any relevant error (*Erklärungsirrtum/Inhaltsirrtum*) or other deficiency of state of mind and that the declaration of intention (*Willenserklärung*) resulting from such decision is (i) not invalid because of the fact that the person who rendered the declaration has made a mental reservation of not being in favour of the declaration made (*geheimer Vorbehalt*), (ii) not made only in pretence (*Scheingeschäft*) and (iii) seriously intended and is made with the expectation that it will be understood to be seriously intended (*Ernstlichkeit*);
- 3.15 That each of the foreign law documents constitutes legal, valid, binding and enforceable obligations and authorisations of the parties thereto in accordance with its respective terms under the respective expressed governing laws and that the submission to the jurisdiction contained therein is valid and binding for, the relevant parties thereto in accordance with its respective terms under the respective expressed governing laws;
- 3.16 That all transactions entered into between the parties to the Documents are entered into on arm's length terms and that the transactions contemplated by the Documents are bona fide transactions that have been entered into for proper commercial purposes and there has been no fraud, bad faith, intentional or deliberate violation of laws, or duress on the part of any of the parties to the Documents and their respective directors, employees, agents, representatives and advisers;
- 3.17 That all Documents have been or will be authorised and duly executed and delivered by or on behalf of all relevant parties (other than the Company as a matter of German law);
- 3.18 That all Documents are or will be legal, valid, binding and enforceable against all relevant parties in accordance with their respective terms and all relevant laws (other than the laws of German);
- 3.19 The choice of a law as the governing law of any of the Documents has been made in good faith and would be regarded as valid and binding selection which would be upheld by the Courts of the respective country as a matter of local law and all other relevant laws (other than the laws of Germany);
- 3.20 There is nothing under any law (other than the laws of the Federal Republic of Germany) which would or might affect the opinions set out in this Legal Memorandum;
- 3.21 The Documents have been individually negotiated between the respective contractual parties;
- 3.22 None of the Documents has been revoked, rescinded, repealed, terminated, amended or supplemented (in each case whether in whole or in part); and
- 3.23 The opinions below would not be affected by any factual circumstances that are not evident from the face of the Documents and/or Confirmations.
- 3.24 No investor will acquire more than 10% of the shares in ListCo in connection with the Listing; and
- 3.25 The Company does not manufacture or develop robots itself. It is a marketing, sales and customer service company. Its robots are neither (i)-specifically constructed for handling

highly explosive substances, nor specifically constructed or designed as hardened against radiation, so as to withstand a dose of more than 5×10^3 Gy (silicon) without a loss in function, nor specifically constructed for functioning in heights above 30,000 metres, nor specifically constructed for functioning in water at least 200 metres deep, nor specifically constructed for military purposes, nor equipped with means for protection of hydraulic lines against damage by shives of ammunition hurtling around nor constructed for use of hydraulic liquids with a flash point of more than 839 K, nor specifically constructed or designed for use in an electromagnetic pulse (EMP) environment.

4. **Opinions**

Based on the Documents, the Searches and the Confirmations and subject to the above-mentioned assumptions, we are of the opinion that:

- 4.1 The Company was incorporated by its former shareholder Geekplus HK Limited with limited liability in Germany by way of notarised formation deed dated 9 July 2019 (deed no. 1330/2019 T of the notary public Dr. Robert Thoma with office in Duesseldorf) and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Duesseldorf on 15 November 2019. The Company is validly existing under the laws of the Federal Republic of Germany as a private limited liability company (*Gesellschaft mit beschränkter Haftung*).
- 4.2 Geekplus Europe GmbH is registered with the commercial register of the local court of Duesseldorf under registration number HRB 88237 as follows:
 - 4.2.1 Corporate seat: Duesseldorf;
 - 4.2.2 Registered address: Breite Straße 22, 40213 Duesseldorf;
 - 4.2.3 Representation of Geekplus Europe GmbH:
 - 4.2.3.1 Yong Zheng, born on 18 September 1979, resident of Beijing, China, is a duly appointed and registered managing director (*Geschäftsführer*) with the authority to represent Geekplus Europe GmbH individually with singular power of representation. He is exempt from the restrictions set forth in section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) allowing him to represent Geekplus Europe GmbH vis-à-vis himself or vis-à-vis a third party;
 - 4.2.3.2 Hong Yu, born on 14 November 1972, resident of Beijing, China, is a duly appointed and registered managing director (*Geschäftsführer*) with singular power of representation. He was appointed by way of shareholder resolution of 15 January 2025;
 - 4.2.3.3 Jia Xia, born on 28 May 1978, has been granted a power of attorney on 14 November 2021 to represent Geekplus Europe GmbH on specific business matters with limited thresholds in connection with human resources related matters;
 - 4.2.4 Former representation of Geekplus Europe GmbH: On 5 August 2019, Mr. Jian Zhang, born on 5 September 1978 and residing in Duesseldorf, Germany, was appointed as managing director of Geekplus Europe GmbH with the authority to individually represent the Company. He resigned from office of managing director with resignation letter of 15 July 2022 which

became effective upon registration with the commercial register on 26 July 2022.

On 1 September 2022, Mr. Tsz Tung Lee, born on 29 December 1975, resident of Southam (Warwickshire), United Kingdom, was appointed as managing director of Geekplus Europe GmbH with the authority to individually represent the Company. Mr. Tsz Tung Lee was removed from office of managing director by shareholder's resolution of 6 January 2025 and with effect as of 31 January 2025. The change to management was registered with the commercial register (*Handelsregister*) on 9 April 2025.

- 4.2.5 Share capital: EUR 25,000.00 divided into 25,000 shares with serial numbers 1 – 25,000 in the nominal amount of EUR 1.00 each. According to a bank statement of Sparkasse Duesseldorf, the former shareholder Geekplus HK Limited made a payment of EUR 100,000.00 to Geekplus Europe GmbH on 4 November 2019. The managing director Yong Zheng and former managing director Jian Zhang confirmed to the commercial register on 6 November 2019 by way of notarized commercial register application that the share capital was duly issued, non-assessable and fully paid in and is at the disposal of the management of Geekplus Europe GmbH.
- 4.2.6 Business scope of the Company pursuant to its articles of association: Development and distribution of robot automation devices, integration of software systems and logistics services.
- 4.3 Geek Plus International Company Limited (registered with the Companies Registry Hong Kong under registration number 2581734) is the sole shareholder of Geekplus Europe GmbH holding any and all shares with the consecutive share numbers 1 through 25,000. The shares in Geekplus Europe GmbH were validly acquired by Geek Plus International Company Limited from the Company's founding shareholder Geekplus HG Limited on 30 October 2020 by way of notarised share purchase and transfer agreement (notarial deed no. 53/2020 of the notary public Dr. Anselm Grün with office in Berlin). Based on Confirmation I and Confirmation II, (i) the sole shareholder has not mortgaged or pledged or encumbered such of its shares in the Company and (ii) since the incorporation of the Company, there have not been any disputes on the ownership and/or title of the share capital of the Company. No stamp duty charge will apply in Germany regarding all share issuances and transfers with respect to shares of the Company;
- 4.4 Based on Confirmation I and Confirmation II and on our review of the Documents, there are no outstanding rights, warrants, or options to acquire, or instruments or securities convertible into or exchangeable for, the share capital of the Company or any obligations on the Company to issue shares or other equity interests, or securities convertible into shares or other equity interests. German law does not require the registration of any outstanding rights, warrants or options to acquire, instruments convertible into, any shares or equity interest of a German GmbH.
- 4.5 The constitutional documents of the Company, including its articles of association, certification of incorporation, registration of managing directors with the commercial register, are duly adopted and in compliance with the laws of Germany and there is no apparent breach of its constitutional documents.
- 4.6 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 Germany required under applicable German law with respect to the issuance and transfer of the shares of the Company have been obtained.
- 4.7 The Company has fulfilled its legal obligation of business registration before the Regional Administration Office (*Kreisverwaltungsreferat*) in Duesseldorf. Under German law, as

long as the Company is registered with the commercial register of the local court of Duesseldorf and has fulfilled its obligations of business registration, the Company does not need any official permission, licences, consents, authorisation, certificates or approvals in order to operate the business stated in the business scope, which was registered with the commercial register of the local court of Duesseldorf.

- 4.8 The Company can sue and be sued under its own name and is not entitled to immunity under German law from any action, suit or proceeding (including, without limitation, arbitration proceedings), (i) from set-off or counterclaim, (ii) from the jurisdiction of any German court, (iii) from service of process, (iv) from attachment to or in aid of execution of judgment or arbitral awards, or (v) from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.
- 4.9 The Documents do not indicate any share pledges or any other encumbrances on the shares in Geekplus Europe GmbH. In Germany there is no register for pledges of or encumbrances over shares in limited liability companies. Based on Confirmation I and Confirmation II, there are no share pledges or other encumbrances over the shares in the Company.
- 4.10 Geekplus Europe GmbH's current articles of association dated 9 July 2019 do not contain any unusual provisions and comply with applicable German law. The articles of association contain share transfer restrictions and, as a result, the shares of the Company can only be transferred with the consent of all shareholders. There are no restrictions under the Company's articles of association affecting the Company's ability, power and capacity to own its assets or conduct its business. We are not aware of any breach of the Company of its current articles of association.
- 4.11 Based on the information provided by the Company regarding its current areas of business, the shareholding structure of the Company has been in compliance with the terms and conditions of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*).
- 4.12 Based on Confirmation I, our Searches and reviews of the Documents, there are no particulars or information relating to the Company which are required to be filed with the commercial register, but have not yet been filed.
- 4.13 Based on Confirmation I and the review of a copy of an extract of the commercial register in Barcelona, the Company has a subsidiary in Spain and owns all shares of GEEKPLUS SPAIN S.L., with business address in Calle Llull 321 ED-CINC. 08019, Barcelona; Spain.
- 4.14 There are no particulars or information relating to the Company which are required to be registered with the commercial register but have not yet been registered.
- 4.15 Based on Confirmation I and our review of the documents, the Company does not own any real property and operates its business in Germany in leased premises only. The Company has entered into a real estate lease agreement with STG Starkenburger Grundstücksgesellschaft mbH for the business premises located in Hubert-Wollenberg-Straße 7, 40878 Ratingen on 07 January 2022. The lease agreement was properly executed by a duly authorised representative on behalf of the Company.

Lessor	Lessee	Address	Term of Lease	Floor Area	Rentals
STG Starkenburger Grundstück	Company	Hubert-Wollenberg Str. 7, 40878 Ratingen	3 years as of 10 January 2022, automatic renewal for	Building 2, Building section J, Ground floor and first floor	EUR 4,686.22 net per month plus ancillary costs

Lessor	Lessee	Address	Term of Lease	Floor Area	Rentals
ksgesellschaft mbH			another year each if not terminated 12 months prior to lease end		

- 4.16 Based on Confirmation I, the assets of the Company with a value over EUR 100,000.00 (the "**Material Assets**") are not subject to any mortgage, pledge, charge, lien, third party's rights or any other similar ownership encumbrance.
- 4.17 Based on Confirmation I, the hereafter listed material supplier contracts and material customer contracts have a transaction value of EUR 1 million or above or have a significant impact over the business of the Company (the "**Material Contracts**").

Since the Company does not conclude framework agreements with its suppliers, solely purchase orders have been reviewed.

Except for one of the top customers (Logistique France SAS), also framework agreements exist beside purchase orders.

Where a framework agreement is in place, they are listed below.

As far as the Material Contracts listed below are governed by German law, they have been legally validly entered into by the Company and there are no grounds in each of them for its individual invalidity. Based on Confirmation I, none of the above Material Contracts are at risk of potential dispute.

The supplier contracts and the customer contracts contain -among others- the following terms:

(i) Supplier contracts

(Two more supplier contracts have been provided, however, they are in Chinese language and therefore are not listed here.)

Contract Name	Purchaser (Geek+ Europe)	Seller	Subject of sale	Incoterms	Governing law
Purchase Order dated 20 September 2023	Geekplus Europe GmbH	META Regalbau GmbH & Co. KG	Supply of equipment and provision of services	DPU 's Hertogenbosch, Netherlands (Incoterms 2020)	German law
Purchase Order dated 16 June 2023	Geekplus Europe GmbH	META Regalbau GmbH & Co. KG	Supply of equipment and provision of services	DPU Althengstett 75382, Germany (Incoterms 2020)	German law
Purchase Order dated 27 February 2024	Geekplus Europe GmbH	NEDCON B.V.	Supply of equipment and provision of services	DDP BäumlMattstrasse 8, 4313 Möhlin, Switzerland	German law

Contract Name	Purchaser (Geek+ Europe)	Seller	Subject of sale	Incoterms	Governing law
				(Incoterms 2020)	
Purchase Order dated 14 March 2022	Geekplus Europe GmbH	Dalmine Logistic Solutions srl	Supply of equipment and provision of services	Silent	German law
Purchase Order dated 14 March 2022	Geekplus Europe GmbH	Dalmine Logistic Solutions srl	Supply of equipment and provision of services	DDP Lyon, France (Incoterms 2020)	German law
Purchase Order dated 9/10 October 2023	Geekplus Europe GmbH	BITO Lagertechnik Bittmann GmbH	Supply of equipment and provision of services	FCA (Incoterms 2020)	German law
Purchase Order dated 25/26 March 2024	Geekplus Europe GmbH	BITO-Lagertechnik Bittmann GmbH	Supply of equipment and provision of services	DDP (Incoterms 2020) 4114 Möhlin, Switzerland	German law
Purchase Order dated 22 November 2023	Geekplus Europe GmbH	BITO-Lagertechnik Bittmann GmbH	Supply of equipment and provision of services	FCA (Incoterms 2020)	German law
Purchase Order dated 10/12 December 2023	Geekplus Europe GmbH	BITO-Lagertechnik Bittmann AG	Supply of equipment and provision of services	DAP Rietveldeweg 36, 's Hertogenbosch, Netherlands (Incoterms 2020)	German law
Purchase Order dated 24/29 January 2024	Geekplus Europe GmbH	BITO-Lagertechnik Bittmann GmbH	Supply of equipment and provision of services	DPU Compiègne, France (Incoterms 2020)	German law
Purchase Order dated 26/27 February 2024	Geekplus Europe GmbH	BITO-Lagertechnik Bittmann GmbH	Supply of equipment and provision of services	EXW Meisenheim, Germany, (Incoterms 2020)	German law
Purchase Order dated 8/9 November 2023	Geekplus Europe GmbH	DPservice GmbH	Supply labour, materials & tools	Silent	Laws of Israel
Purchase Order dated 24/27 November 2023	Geekplus Europe GmbH	DPservice GmbH	Provision of services	Silent	German law
Purchase Order dated 27 November / 4 December 2023	Geekplus Europe GmbH	DPservice GmbH	Provision of services	Silent	Israel law
Purchase Order dated 28	Geekplus Europe GmbH	DPservice GmbH	Provision of services	Silent	German law

Contract Name	Purchaser (Geek+ Europe)	Seller	Subject of sale	Incoterms	Governing law
February / 1 March 2024					
Purchase Order dated 31 October / 8 November 2023	Geekplus Europe GmbH	DPservice GmbH	Provision of services	Silent	German law
Purchase Order dated 25 / 30 October 2023	Geekplus Europe GmbH	DPservice GmbH	Provision of services	Silent	German law

(ii) Customer Contracts

Contract name	Seller	Customer	Subject of Sale	Incoterms	Period of Validity	Governing law
Framework agreement for the purchase, rental and installation of an automated intra-logistic process system	Beijing Geekplus Technology Co., Ltd (site application agreements under this agreement are entered into by the Geekplus Europe GmbH)	Decathlon SE	Purchase, rental and installation of an automated intra-logistic process system	Prices based on FCA Port of Shanghai or FCA Railway Station of Zhengzhou (Incoterms 2020), however, transfer of risk and ownership deviates	1 July 2020 until ten (10) years after final acceptance of the last site application agreement	Laws of France
Sale and purchase agreement	Geekplus Europe GmbH	PAACK LOGISTICS IBERIA S.L.U.	Supply of equipment	DDP	30 May 2021 until 29 May 2027	Laws of Netherlands
Supply and installation agreement of the Shimano project	Geekplus Europe GmbH Beijing Geekplus Technology Co. Ltd.	Kuehne + Nagel NV	Supply of equipment and provision of services	Unclear	29 November 2022 until completion of the work	Laws of Belgium
Supply, installation and services agreement	Geekplus Europe GmbH	Groupe LDLC	Supply of equipment and provision of services as agreed in the scope of work	DDP (Incoterms 2020)	17 December 2021 until completion of the work	Laws of France

Contract name	Seller	Customer	Subject of Sale	Incoterms	Period of Validity	Governing law
Supply, installation and services agreement	Geekplus Europe GmbH	Distribution Sanitaire Chauffage	Supply of equipment and provision of services	DDP (Incoterms 2020) ZAC du Pôle de Développement des Hauts de Margny 60 280 Margny-les-Compiègne	9 December 2021 until completion of work	Laws of France
Framework Contract	Beijing Geekplus Technology Co. Ltd. (no framework agreement with Geekplus Europe GmbH)	Schenker AG	Production and supply of certain automation systems and provision of services	DAP (Incoterms 2010) unless otherwise agreed	1 November 2020 until 31 October 2022, thereafter two automatic renewals for further one year periods unless terminated	German law
Supply, installation and services agreement	Geekplus Europe GmbH	GXO Logistics France	Supply of equipment and provision of services	DDP (Incoterms 2020) Satolas et Bonce, France	07 March 2022 until completion of the work	Laws of France
Supply, installation and services agreement	Geekplus Europe GmbH	SENSIBLU SRL	Supply of equipment and provision of services as agreed in the scope of work	DDP (Incoterms 2020) Bucharest, Romania	29 December 2021 until completion of the work	Laws of Romania
Supply, installation and services agreement	Geekplus Europe GmbH	Hunkemöller B.V.	Supply of equipment and provision of services	DDP (Incoterms 2020) Almere, Netherlands	12 April 2022 until completion of the work	Laws of Netherlands
Supply and installation agreement	Geekplus Europe GmbH	Rhenus Logistics AG	Supply and installation of equipment and provision of services	DDP Basel (Incoterms 2020)	21 July 2022 until completion of work	Laws of Switzerland

Contract name	Seller	Customer	Subject of Sale	Incoterms	Period of Validity	Governing law
Mechanisation Agreement	Geekplus Europe GmbH	Adeo Services	Supply of equipment, installation and provision of services	Silent	25 November 2021 until expiry of contractual warranty or 2 years after the provisional acceptance date	Laws of France
Supply agreement	Geekplus Europe GmbH	ABB Robotics Solutions NV	Provision and installation of mechanical and electrical components and the control system/software	Packaging and transport DDP Incoterms 2020 ABB Workshop in Hulzingen or DDP Incoterms 2020 end user site	Silent	Laws of Netherlands
Supply, Installation and Services Agreement	Geekplus Europe GmbH	My Jewellery	Supply of equipment and provision of services	DDP (Incoterms 2020) 's Hertogenbosch	4 August 2023 until completion of the work	Laws of Netherlands
Subcontract agreement	Geekplus Europe GmbH	Invar Solutions, LLC for and on behalf of IKEA-Inga Soroksar	Supply of equipment and provision of services	Unclear as annexes are missing	N/A	Laws of Hungary
In Chinese only		APM Autoteile GmbH				
Master Agreement on Supply, Installation and Services	Geekplus Europe GmbH	A.S.Watson E-fulfillment B.V.	Supply, installation and/or other services	As agreed in the project agreement	21 November 2023 until 20 November 2025	Laws of Netherlands
Main terms and conditions	Geekplus Europe GmbH	Staff International S.p.A.	Design and installation of a robotic automatic picking system	Silent	22 December 2023 until signing of a main agreement or, failing	Laws of Italy

Contract name	Seller	Customer	Subject of Sale	Incoterms	Period of Validity	Governing law
					the above, successful completion of the installation of the automated system	
Contract	Geekplus Europe GmbH	LPP LOGISTICS SP. Z O.O.	Delivery and installation of order picking system	DDP	Silent	Laws of Poland
Supply, Installation and Services Agreement	Geekplus Europe GmbH	Dr. Max SRL	Supply, installation and/or other services	DDP Telgate, Italy (Incoterms 2020)	28 February 2023 until completion of work	Laws of Italy
Sale and purchase agreement	Geekplus Europe GmbH	AI-Robotics Kft.	Robot systems and general equipment	Equipment to be delivered cleared for importation and subject to shipping terms	Originally 15 November 2021 until 14 November 2024	German law
Master agreement for channel partner on supply, installation and services	Geekplus Europe GmbH	AI-Robotics Kft.	Supply of equipment and provision of services as agreed in the respective project agreement	As agreed in the respective project agreement	07 December 2023 until 06 December 2024	German law
Sale and purchase agreement	Geekplus Europe GmbH	Crescom Kft.	Robot systems and solution support equipment and materials	Equipment to be delivered cleared for importation and subject to shipping terms	Originally 15. November 2021 until 14 November 2024	German law
Project agreement for supply and installation	Geekplus Europe GmbH	Körper Supply Chain Software GmbH	Delivery and installation of certain elements of	DDP (Incoterms 2020) Althengerst	23 June 2023 until completion of the project [Unclear	German law

Contract name	Seller	Customer	Subject of Sale	Incoterms	Period of Validity	Governing law
			an AMR system	ett, Germany	whether the project has already been completed]	
Sale and Purchase Agreement	Geekplus Europe GmbH	OEG GmbH	Supply of robot systems and general equipment as well as provision of maintenance and other services	Equipment to be delivered cleared for importation and subject to shipping terms	29 June 2021 until 28 June 2024 (Expired)	German law
Master agreement for channel partner on supply, installation and services	Geekplus Europe GmbH	LogTech S.r.o.	Supply of equipment and provision of services as agreed in the respective project agreement	As agreed in the respective project agreement	Originally 27 February 2023 until 26 February 2024, thereafter automatic renewal, unless terminated by either party upon 3 months' prior notice	German law
Master agreement for exclusive channel partner on supply, installation and services	Geekplus Europe GmbH	ST Logistics A/S	Supply of equipment and provision of services as agreed in the respective project agreement	As agreed in the respective project agreement	Originally 27 December 2022 until 26 December 2024, thereafter automatic renewal, unless terminated by either party upon 6 months' prior notice	German law

- 4.18 Based on Confirmation I, the Managing Director Yong Zheng has concluded service agreement under Chinese Law. Being German lawyers, we do not provide an opinion regarding any compliance or non-compliance with respect to foreign law. Based on Confirmation I, the Managing Director Hong Yu does not have entered into a service agreement with the Company, yet.

- 4.19 Based on Confirmation I, the Company employed 35 employees, from which 7 employees have fixed term contracts and the other 28 employees are employed on indefinite periods of time as of 31 December 2024.
- 4.20 Based on Confirmation I, no other individual is working for, is engaged by or is providing services to the Company whether, as a temporary worker, freelancer, commercial agent, consultant or providing their services indirectly through any other third parties.
- 4.21 Based on Confirmation I, the Company uses one employment contract template for all 35 employees. This template does not contain any unusual provisions and the key terms of the template comply with applicable German law. However, the requirements of the German Verification Act ("*Nachweisgesetz*") are not fully met. In each individual case, violations of the German Law of Proof of Substantial Conditions can be punished with a fine of up to EUR 2,000.00. We are of the view that the risks of the Company being penalised is remote. Since the relevant violations arise from a contract template, the materiality threshold of EUR 200,000.00 will not be reached, even if there are 32 individual cases, in which several provisions of the German Law of Proof of Substantial Conditions were violated.
- 4.22 In 2022 and 2023, two lawsuits were filed by employees regarding disputed bonus payments of the Company. Both cases were settled and did not reach the materiality threshold of EUR 200,000.00.
- 4.23 Based on Confirmation I, the Company has not agreed on company pension or other benefit schemes.
- 4.24 Based on Confirmation I, there are no other participation programs, share incentive, share option or profit sharing or commission schemes or arrangements for directors, employees or workers in place.
- 4.25 Based on Confirmation I, the Company does not have a works council ("*Betriebsrat*") or other employees' representative bodies. Thus, no reconciliations of interest ("*Interessenausgleiche*") or social compensation plans ("*Sozialpläne*") or other works agreements ("*Betriebsvereinbarungen*") between the Company and the works council or other employees' representative bodies exist.
- 4.26 Based on Confirmation I, the Company is not bound by collective bargaining agreements ("*Tarifverträge*").
- 4.27 Based on Confirmation I and based on our review of the Documents, in July 2024, the German Federal Pension Insurance ("*Deutsche Rentenversicherung Bund*") conducted a first company audit for the time from 01 January 2019 until 31 December 2023 on social security compliance. The audit was completed without any objections. Based on Confirmation I, no other audit has been conducted or announced to be conducted for periods after 31 December 2023.
- 4.28 Based on Confirmation I, the Company complies with all material applicable local laws, regulations and policies of the relevant business activities conducted in Germany.
- 4.29 Based on our review of the Documents, we have no indication that the Company is not in compliance with all current labour and employment laws and regulations in all material aspects.
- 4.30 Based on Confirmation I, there are no tax disputes involving the Company and no fines, penalties or other administrative/economic sanctions have been imposed by the tax authorities or relevant other authorities between 1 January 2021 and December 31, 2024.

- 4.31 Based on Confirmation I, there is no outstanding tax liability (including but not limited to corporate tax and transfer pricing tax) involving the Company and future and deferred tax payments have been suitably reserved or provided for.
- 4.32 Based on Confirmation I and Confirmation II and as long as not stated otherwise herein, no material legal, arbitral, disciplinary, governmental or similar proceedings in Germany has been filed and issued by or against the Company and its Managing Directors and its shareholder.
- 4.33 There are no restrictions on payment of dividends to the Company's shareholder under German laws and according to the Company's articles of association. Payments of dividends can be made in foreign currency as long as the payment in foreign currency does not exceed the actual dividend in Euro. The Company needs to withhold capital gains tax. The declaration and payment of dividends by a German GmbH is subject to certain balance sheet requirements.
- 4.34 Based on Confirmation I and our review of the Documents, there are no fines which have been imposed on the Company for any non-compliance.
- 4.35 Based on Confirmation I and based on our Searches, the Company does not hold intellectual property rights (e.g., patents, utility models, trademarks, designs, domain names, copyrighted works (e.g., software)), including know-how and trade secrets, whether registered or unregistered (the "IPR"), but procures the IPR from Beijing Geekplus Technology Co., Ltd. The contract with Beijing Geekplus Technology Co. Ltd. is governed by Chinese Law, for which we make no statement.
- 4.36 Based on Confirmation I, the products and services of the Company do not entail a processing of personal data. The Company does, in this respect, not have to implement measures in connection with German/EU data protection law and can therefore be seen as compliant insofar.
- 4.37 Based on Confirmation I and our review of the Documents, the Company (i) has put in place a GDPR management framework, including supplemental documentation and notices, to ensure compliance with the GDPR, and (ii) has not experienced reportable data breaches within the meaning of the GDPR or enforcement action by a supervisory authority or data subjects.
- 4.38 Based on our Searches, the Company was registered under the German Battery Act (*Batteriegesetz*) on 14 November 2024. A registration and the payment of fees were already mandatory in the past. The late registration may be subject to administrative fines of a maximum of EUR 100,000 per case. We are of the view that the risks of the Company being penalised is remote and the non-compliance will not have a material adverse impact on the Company's business or results of operations.
- 4.39 Based on our Searches, the Company is registered under the German Packaging Act in the Packaging Register.
- 4.40 Based on Confirmation I, that Beijing Geekplus Technology Co. Ltd., Beijing together with its affiliates never employed in the past more than 1,000 employees and that there is no forecast to go beyond that threshold, the German and EU Supply Chain Acts do not apply to the Company.
- 4.41 Based on our research, no currently valid order or resolution for the winding-up of the Company and no current notice of appointment of a receiver over the Company or any of its assets appears on the records maintained in respect of the Company at the commercial register and at the German online insolvency database (www.insolvenzbekanntmachungen.de), but it should be noted that failure to file notice

of winding-up or appointment of a receiver does not invalidate the winding-up or receivership.

- 4.42 Traders in goods belong to the so-called Obligated Persons ("*Verpflichtete*") under the German Money Laundering Act ("**GwG**"). The Company is regarded as a trader in goods and therefore an Obligated Person within the meaning of the GwG.

Obligated Persons must have an effective risk management system in place and must fulfil general due diligence requirements. Traders in goods as the company are exempt from these obligations as long as they do not make or receive cash payments of at least EUR 10,000. According to Confirmation I, the Company does not make or receive cash payments of such high amount. As a result, the Company does not have to implement a risk management system and does not have to fulfil the general due diligence requirements in accordance with the GwG. However, the Company is still obliged to fulfil certain obligations under the GwG if there are facts which indicate that there may be a possible connection with money laundering or terrorist financing.

Based on Confirmation I, there are no ongoing or threatened investigations or proceedings regarding anti-money-laundering against the Company.

- 4.43 According to the extract from the Transparency Register, the notification obligations towards the Transparency Register have been fulfilled by the Company.

- 4.44 We have no indication that the Company has violated Sanction Law. Based on Confirmation I, the Company:

4.44.1 has not been subject to any fines, sanctions, and penalties, and no circumstances exist which could cause any competent authority to pause or revoke any authorisations/approvals/licenses or similar relevant for the Company or to refuse the grant or renewal of any such;

4.44.2 is aware of and following international sanction regulation, assisted by international/national law firms in sanction compliance matters, and has never delivered any goods into sanctioned countries/regions or to sanctioned persons;

4.44.3 and any of its directors or senior managers of any of the Company's beneficial owners have never (a) been involved in investigations regarding foreign investment act and foreign exchange control, anti-money laundering, anti-corruption or other government investigations, enforcement action, or filed any disclosure of an actual or potential violation of laws relating to economic sanctions, export controls, anti-corruption (including U.S. FCPA or OFAC or UK Bribery Act), anti-money laundering laws, securities or trading laws, (b) been prohibited from bidding on government contracts, (c) been convicted of participating in an agreement that distorted competition.

- 4.45 Based on Confirmation I and a statement of the law firm Tigges addressed to KPMG, dated 27 November 2024, the Company is currently undergoing a customs audit. Based on the preliminary findings, the main customs office in Düsseldorf has collected import duties totalling EUR 969,000.17. Based on Confirmation I, these import duties have been paid by the Company. The law firm Tigges has lodged an appeal against the import duty notices.

- 4.46 On the basis that neither ListCo nor the underwriters of the prospectus for the Listing, as part of the Listing, are making any offer of transferable securities of ListCo in Germany, there is no requirement for ListCo or the underwriters of the prospectus to publish a prospectus in Germany in connection with the Listing. As long as the underwriters of the prospectus do not provide any services in Germany in connection with the Listing, there

is no registration, consent, approval, order or authorisation requested or required in Germany in connection with the Listing for the underwriters.

- 4.47 The proposed Listing of ListCo will not have adverse legal impacts on the legality and validity of all necessary licenses, authorisations, approvals, certificates and permits obtained by the Company to conduct its business in Germany. Based on Confirmation I, it will also not violate any agreement of the Company.
- 4.48 The proposed Listing of ListCo on the Main Board of the Hong Kong Stock Exchange will not contravene, violate or conflict with the constitutional documents of the Company.
- 4.49 No information with respect to the Company has come to our attention that causes us to believe that the statements set-forth in the sections Laws and Regulations in Germany of the prospectus for the Listing (version dated 14 February 2025) to the extent such statements relate to matters of German law contains an untrue statement with respect to the Company.
- 4.50 Based on Confirmation I, the Company is not engaged in any acquisitions/disposals/mergers in Germany.
- 4.51 Based on Confirmation I, all requested/necessary filings (including tax filings) have been made by the Company at the governing local authorities.
- 4.52 Based on Confirmation I, the Company does not have any outstanding bank loans and has never lent money to any third party.

5. **Qualifications**

The opinions set forth herein are based upon and subject to the following limitations, qualifications and exceptions:

- 5.1 we are licensed to practice law in the Federal Republic of Germany. This Legal Memorandum is given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this Legal Memorandum. This Legal Memorandum set forth herein is based solely on and is limited in all respects to the laws of the Federal Republic of Germany in force and effect on the date hereof, as currently applied by the German courts as well as the legal position of the German fiscal authorities which have been made available to the public until the day before the date of this Legal Memorandum. Accordingly, we express no opinion as to matters governed by the laws of any other state or jurisdiction, which shall not or affect this Legal Memorandum. As to matters relating to the laws of any other state or jurisdiction, we refer you to the legal statements given or to be given to you by the relevant foreign lawyers, and we have assumed the accuracy and completeness of such legal statements;
- 5.2 as long as not expressively stated otherwise herein, we have not expressed an opinion on German tax law, European law, International law, Competition law and/or Anti-trust law. This includes (without limitation) the (i) rules and/or (ii) promulgated rules of or by any bilateral or multilateral treaty or treaty organisation, unless implemented under the laws of the Federal Republic of Germany. No opinion has been expressed on any commercial, accounting or other non-legal matter or on the ability as a matter of fact (as opposed to law) of the Company to meet its financial obligations or any other obligation;
- 5.3 we have not been concerned with investigating or verifying the accuracy of any fact, representation or warranty as set out or as referred to in the Documents, with the exception of those matters on which we have specifically expressed our opinions. To the extent that the accuracy of such facts, representations or warranties not so investigated or verified and any of the facts stated in the Documents is relevant to this Legal

Memorandum, we have assumed, with your permission, that such facts, representations and warranties are true and correct;

- 5.4 we do not express an opinion as to whether the corporate income tax and / or trade tax returns, import duties declarations of the Company filed by the Company are accurate and complete in their content. We do not make any statement about other tax returns and tax filings or about any other aspect of tax compliance, as long as not expressly stated herein. We do not make any statements with respect to customs law.
- 5.5 these statements are subject to any limitations arising from bankruptcy, insolvency, fraudulent preference liquidation, winding-up, moratorium, reorganisation and other laws of general application relating to or affecting the rights of creditors;
- 5.6 given that the primary purpose of our professional engagement was not to establish or confirm factual matters or financial or accounting information, and because of the limitations inherent in the independent verification of factual matters, and since many determinations involved in the preparation of the prospectus are of a wholly or partial non-legal character or relate to legal matters outside the scope of our engagement, we are not passing opinion upon, and do not assume responsibility for, the accuracy, completeness or fairness of such statements in the prospectus;
- 5.7 the above-mentioned commercial register excerpt does not provide conclusive evidence that the facts set out therein are correct; however, subject to limited exceptions, the Company cannot invoke the incorrectness or incompleteness of the commercial register registration and publication against third parties who were unaware of such incorrectness or incompleteness;
- 5.8 we have further relied on the publicly available shareholders' list of the Company. Pursuant to German laws on limited liability companies, a shareholders' list is to be filed with the commercial register and to be updated without undue delay by the managing directors or the acting notary, as the case may be. However, as the effectiveness of a transfer of shares in a German limited liability company is not subject to the update and the filing of the respective list, the shares of the Company might have been transferred from their shareholders to a third party without such transfer being reflected in either the Register Excerpts or the Shareholders' Lists;
- 5.9 German law does not provide for the current amount of share capital paid up to be registered with a publicly available register. Therefore, it can neither be clarified whether the share capital has been fully paid, nor be excluded that the share capital has been repaid to the shareholders;
- 5.10 the statements expressed herein with regard to the Company's corporate power and authority to own assets and conduct business may be affected by law which prohibits the conclusion and the performance of certain types of business actions, contracts and similar agreements;
- 5.11 except as expressly set forth herein, we have not undertaken any independent investigation (including, without limitation, conducting any review, search or investigation of any public files or records or dockets) to determine the existence or absence of facts and no inference should be drawn that such investigation, if any, has been relied upon by us in connection with the preparation and delivery of this Legal Memorandum;
- 5.12 the results of searches run in connection with the issuance of this Legal Memorandum not conclusively capable of revealing whether or not:
- 5.12.1 a winding up order has been made, or a resolution has been passed, for the winding up of the Company;

5.12.2 any order for the appointment of any insolvency administrator of the Company has been made;

5.12.3 an insolvency administrator of the Company has been appointed; or

5.12.4 the Company has been involved in any legal proceedings,

since notice of such matters may not be filed with the relevant governmental or regulatory authority immediately and, when filed, may not be entered on the public file of the relevant authority immediately. In addition, the Searches are not capable of revealing, prior to the making of the relevant order, whether or not a winding up petition or an application to a German court for the appointment of an insolvency administrator of the Company has been presented, or any matter which has been lodged for registration but has not actually been registered at the time when the relevant searches were made;

5.13 we express no opinion as to provision precluding oral amendments or waivers and taxation or accounting matters;

5.14 a German court may rule that a transaction which factually alters provisions in the articles of association requires the previous approval by the shareholder's meeting, so that the powers of the management of the Company to represent the Company might be restricted in that case;

5.15 this Legal Memorandum is to be strictly construed and is strictly limited to the matters stated in it and does not apply by implication to other matters. In particular, we offer no view or comment on the accuracy of the representations, the fulfilment of warranties or conditions, the occurrence of events of default or terminating events or the existence of any conflict or inconsistency among the documents we have viewed, save as expressively stated herein;

5.16 a certificate, determination, calculation or designation of any party to an agreement or contract as to any matter provided therein might be held by a German court not to be conclusive final and binding if, for example, it could be shown to have an unreasonable or arbitrary basis, or in the event of manifest error;

5.17 there is no final precedent or statutory law in Germany for holding telefax or electronic communication legal, valid and binding in all circumstances; however, where there are no particular legal requirements as to the form, the Federal Supreme Court (*Bundesgerichtshof*) has held that any telefax communication actually received by the addressee will be deemed validly given;

5.18 we make no comment with regard to any references to foreign statutes in any of the agreements or contracts;

5.19 this Legal Memorandum is given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this Legal Memorandum. This Legal Memorandum only relates to the laws of Germany which are in force on the date of this Legal Memorandum;

5.20 obligations under a validly entered contract and or agreement may not be enforceable in all circumstances in accordance with their terms. In particular:

5.20.1 enforcement may be limited by bankruptcy, insolvency, liquidation, reorganisation, readjustment of debts or moratorium or other laws of general application relating to or affecting the rights of creditors;

- 5.20.2 enforcement of any German law governed transaction document and of any foreign judgments in Germany (if any) will be subject to the rules of civil procedure as applied by the courts in Germany;
- 5.20.3 enforcement may be limited by general principles of good faith (*Treu und Glauben*);
- 5.20.4 enforcement may be limited by a setting aside of a award (*Aufhebung des Schiedsspruchs*);
- 5.20.5 some claims may become barred under the statutes of limitation or may be or become subject to defences of set-off, counterclaim, estoppel and similar defences;
- 5.20.6 where obligations are to be performed in a jurisdiction outside Germany, they may not be enforceable in Germany to the extent that performance would be illegal under the laws of that jurisdiction;
- 5.20.7 the courts of Germany have jurisdiction to give judgment in the currency of the relevant obligation and statutory rates of interest payable upon judgments will vary according to the currency of the judgment;
- 5.20.8 obligations to make payments that may be regarded as penalties will not be enforceable;
- 5.20.9 the courts of Germany may decline to exercise jurisdiction in relation to substantive proceedings brought under or in relation to the documents in matters where they determine that such proceedings may be tried in a more appropriate forum; and
- 5.20.10 a company cannot, by agreement or in its constitutional documents, restrict the exercise of a statutory power. There exists doubt as to enforceability of any provision whereby the Company covenants not to exercise powers specifically given to their shareholders by applicable laws;
- 5.21 we express no view as to the commercial terms of any agreement or contract or whether such terms represent the intentions of the parties and make no comment with regard to the representations that may be made any party thereto;
- 5.22 pursuant to the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) a purchase by a person not resident in the European Union of shares in a German company may under certain circumstances require an approval by the German Federal Ministry of Economics and Energy (*Bundesministerium für Wirtschaft und Energie*). Not obtaining such an approval may, depending on the character of the purchased company's business, render the purchase provisionally invalid (*schwebend unwirksam*) or invalid (*unwirksam*) until having received the approval). The denial of the approval would either render the purchase permanently invalid or lead to additional obligations with shares or the rescission (*Rückabwicklung*) of the purchase.
- 5.23 the choice of the laws of another jurisdiction as governing law of any contract or agreement may not be recognised to the extent it is contrary to public policy (*ordre public*) in Germany, and such law may not be applied by the German courts to the extent that mandatory rules of the laws of Germany apply irrespective of the choice of such foreign law; and

- 5.24 a recognition of a final and conclusive judgment of the courts of a foreign country in accordance with and subject to the provisions of the German Code of Civil Procedure (as amended) is excluded: (i) if the foreign court has no jurisdiction according to German statutory law; or (ii) if the document initiating the court proceedings has not been duly and timely delivered to the defendant so that the defendant was not in a position to defend itself and the defendant did not engage in these court proceedings and pleads this for itself; or (iii) if the judgment is in conflict with a previously rendered German judgment or with a non-German judgment, which is to be recognised under German laws or with a German court proceeding which has become pending before; or If the recognition of the judgment is in conflict with material principals of German statutory law, in particular with fundamental rights; or If reciprocity is not being granted, i.e. a comparable German judgment would not be recognised and declared enforceable in China.

The liability of Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solicitors Partnerschaft mbB ("**Eversheds**") shall be limited up to a maximum amount of EUR 10,000,000.00 for simple negligence in connection with this Legal Memorandum. The limitation of liability shall not apply in case of injury to life, body or health. Any personal liability of partners and employees of Eversheds shall be excluded to the extent permissible under statutory law.

This Legal Memorandum is governed by German law. The courts of Munich, Germany, shall have exclusive jurisdiction over all disputes arising hereunder or in connection herewith.

In issuing this Legal Memorandum, we do not assume any obligation to notify or to inform you of any developments subsequent to the date hereof which might render its contents untrue or inaccurate in whole or in part at such time.

This Legal Memorandum is rendered only for your benefit. It may not be used or relied upon by any other person other than the addressee of this Legal Memorandum without our prior written consent, or used for any other purpose and neither its contents nor its existence may be disclosed without our prior written consent, except that you may disclose this Legal Memorandum on a non-reliance basis to your affiliates and legal advisers, and/or to the extent required by law, regulation, stock exchange rules or the valid and binding order of a court or regulatory authority (including the Hong Kong Stock Exchange, the Securities and Futures Commission 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 Legal Memorandum. This Legal Memorandum is limited to the matters addressed in this Legal Memorandum is no to be read as an opinion in respect of any other matter.

[Signature page to follow]

Yours faithfully,



Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solicitors Partnerschaft mbB

Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solicitors Partnerschaft mbB: Düsseldorf • Frankfurt am Main • Hamburg • Munich

USt-IdNr. DE321747052. Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solicitors Partnerschaft mbB is a partnership with limited professional liability (Partnerschaftsgesellschaft mit beschränkter Berufshaftung) under German law, with its registered seat in Munich, registered with the partnership register of the Munich District Court under PR 1947 and having its business address at Brienner Straße 12, 80333 München, Germany. A list of partners can be viewed in the Munich office and in the partnership register of the Munich District Court under PR 1947.

Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solicitors Partnerschaft mbB is part of a global legal practice consisting of separate and distinct legal entities that operate under the name Eversheds Sutherland. Each Eversheds Sutherland entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Eversheds Sutherland entity. For a full description of the structure and a list of offices, please visit www.eversheds-sutherland.com/germany.

We process your personal data in accordance with our Privacy Notice, www.eversheds-sutherland.com/privacy. If you have any queries or would like to exercise any of your rights in relation to your personal data, please contact dataprotectionoffice@eversheds-sutherland.com.

For more information about all offices please visit www.eversheds-sutherland.com.

Annex 1

Examined documents

- 1.1 Organization chart of Geekplus, provided by Beijing Geekplus Technology Co Ltd.;
- 1.2 Articles of association of Geekplus Europe GmbH dated 09 July 2019, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.3 Power of Attorney from Geek Plus International Company Limited in Hong Kong dated 13 October 2020, provided by Beijing Geekplus Technology Co Ltd;
- 1.4 Power of Attorney from Geekplus HK Limited in Hong Kong dated 19 October 2020, provided by Beijing Geekplus Technology Co Ltd;
- 1.5 Purchase and Transfer Agreement between Geekplus HK Limited in Hong Kong and Geek Plus International Company Limited in Hong Kong dated 30 October 2020, provided by Beijing Geekplus Technology Co Ltd;
- 1.6 List of Shareholders of Geekplus Europe GmbH dated 30 October 2020, provided by Beijing Geekplus Technology Co Ltd;
- 1.7 Authorization Letter from Geekplus Europe GmbH to Mrs. Jia Xia dated 9 November 2021 / 14 November 2021, provided by Beijing Geekplus Technology Co Ltd;
- 1.8 Resolution of the Board of Directors of Geekplus Europe GmbH dated 8 June 2023 / 13 June 2023, provided by Beijing Geekplus Technology Co Ltd;
- 1.9 Bank account statement from Stadtsparkasse Düsseldorf for Geekplus Europe GmbH i. Gr. dated 29. November 2019, provided by Beijing Geekplus Technology Co Ltd;
- 1.10 Electronic copy of the transparent register excerpt of Geekplus Europe GmbH dated 05 November 2024, downloaded from the transparent register (*Transparenzregister*) on 05 November 2024;
- 1.11 Rental contract between STG Starkenburger Grundstücksgesellschaft mbH and Geekplus Europe GmbH regarding the business premises located at Hubert-Wollenberg-Straße 7, 40878 Ratingen dated 07 January 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.12 Test Verification of Conformity by Intertek Deutschland GmbH in Leinfelden-Echterdingen dated 21 April 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.13 Certificate of Conformity by TÜV Rheinland LGA Products GmbH in Nürnberg dated 04 August 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.14 Management System Certificate by DNV Business Assurance China Co. Ltd. in Shanghai dated 31 July 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.15 Test Verification of Conformity by Intertek Testing Service Shanghai dated 22 March 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.16 Certificate of Conformity by TÜV Rheinland LGA Products GmbH in Nürnberg dated 13 July 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.17 Verification of MD Compliance by SGS-CSTC Standards Technical Services Co., Ltd. dated 28 June 2022, provided by Beijing Geekplus Technology Co Ltd.;

- 1.18 Certificate of Conformity by TÜV Rheinland LGA Products GmbH in Nürnberg dated 22 July 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.19 Certificate of Conformity by TÜV Rheinland LGA Products GmbH in Nürnberg dated 21 June 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.20 Management System Certificate by DNV Business Assurance UK Limited in London dated 31 July 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.21 Material for training session on Code of Compliance dated 15 November 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.22 Code of Compliance at Geekplus, provided by Beijing Geekplus Technology Co Ltd.;
- 1.23 Master Agreement on Sales and Supply between Geekplus Europe GmbH and Beijing Geekplus Technology Co., Ltd. dated 29 April 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.24 5 pictures of advertisement banner, provided by Beijing Geekplus Technology Co Ltd.;
- 1.25 3 products leaflets, provided by Beijing Geekplus Technology Co Ltd.;
- 1.26 Clarification to Data Protection EU, provided by Beijing Geekplus Technology Co Ltd. in the email to us dated 06 November 2024 at 03:47 CET;
- 1.27 Emails with confirmation to our questions from Beijing Geekplus Technology Co Ltd. dated 01 November 2024 at 05:03 CET and 06 November 2024 at 03:47 CET;
- 1.28 Sale and purchase agreement between Geekplus Europe GmbH and OEG GmbH dated 29. June 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.29 Supply agreement between ABB Robotics Solutions NV and Geekplus Europe GmbH dated 30 September 2021 / 04 October 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.30 Individual Contract under the Frame 693 Agreement dated 15.12.2021 between Schenker Logistics SAU, Beijing Geekplus Technology Co., Ltd. and Geekplus Europe GmbH dated 22 October 2021 / 23 October 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.31 Purchase order from ADEO Services to Geekplus Europe GmbH subjected to the Mechanisation Agreement between ADEO Services, Beijing Geekplus Technology Co., Ltd. and Geekplus Europe GmbH dated 28 November 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.32 Sales order from Geekplus Europe GmbH to FOODLINK S.A., date undefined, provided by Beijing Geekplus Technology Co Ltd.;
- 1.33 Sale and purchase agreement between Beijing Geekplus Technology Co., Ltd and Crescom Kft. dated 23 July 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.34 Sale and purchase agreement between Geekplus Europe GmbH and Crescom Kft. dated 15 November 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.35 Sale and purchase agreement between Geekplus Europe GmbH and AI-Robotics Kft. dated 15 November 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.36 Sales & Purchase order from Körber Supply Chain Software GmbH to Geekplus Europe GmbH dated 22 November 2021, provided by Beijing Geekplus Technology Co Ltd.;

- 1.37 Supply, installation and services agreement between Groupe LDLC and Geekplus Europe GmbH dated 17 December 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.38 Purchase order from SENSIBLU S.R.L. to Geekplus Europe GmbH dated 10 March 2022 / 23 March 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.39 Supply, installation and services Agreement between GXO Logistics France and Geekplus Europe GmbH dated 07 March 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.40 Supply, installation and services Agreement between Hunkemöller B.V. and Geekplus Europe GmbH dated 08 April 2022 / 12 April 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.41 Sales order from Körber Supply Chain Software GmbH to Geekplus Europe GmbH dated 27 June 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.42 Sales order from Körber Supply Chain Software GmbH to Geekplus Europe GmbH dated 27 June 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.43 Sales order from Körber Supply Chain Software GmbH to Geekplus Europe GmbH dated 22 November 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.44 Quotation from Geekplus Europe GmbH to Kuehne + Nagel dated 29 November 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.45 Sales order from LogTech s.r.o., Gen. Sochora to Geekplus Europe GmbH dated 28 February 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.46 Project agreement for supply and installation between Körber Supply Chain Software GmbH and Geekplus Europe GmbH dated 23 June 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.47 Supply, installation and services agreement between My Jewellery and Geekplus Europe GmbH dated 03 August 2023 / 04 August 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.48 Sales order from Geekplus Europe GmbH to OEG GmbH dated 27 November 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.49 Sales order from FOODLINK S.A. to Geekplus Europe GmbH dated 09 January 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.50 Sales order from Geekplus Europe GmbH to Körber Supply-Chain Sainte-Savine dated 02 January 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.51 Sales order from LogTech, s.r.o. to Geekplus Europe GmbH dated 02 February 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.52 Sales order from Geekplus Europe GmbH to Körber Supply Chain Software GmbH dated 27 February 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.53 Sales order from Geekplus Europe GmbH to AI-Robotics Ltd dated 09 January 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.54 Sales order from Geekplus Europe GmbH to ST Logistics A/S dated 22 March 2024 / 25 March 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.55 Contract between LPP LOGISTICS SP. Z O.O. and Geekplus Europe GmbH dated 30 April 2024, provided by Beijing Geekplus Technology Co Ltd.;

- 1.56 2024 Incentive Plan - Sales -communication deck -EMEA dated 06 November 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.57 2024 Incentive Plan - Solution and PM - communication deck-EMEA dated 06 November 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.58 2024 Incentive Plan -BU ROLES- communication deck-EMEA dated 06 November 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.59 HR Info Submit version dated 29 October 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.60 Arbeitsvertrag unbefristet_Template dated 30 November 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.61 Bilanz 2023 of Geekplus Europe GmbH dated 28 October 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.62 BWA 2023 of Geekplus Europe GmbH dated 28 October 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.63 Cash flow statement 2023 of Geekplus Europe GmbH dated 28 October 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.64 G.u.V. 2023 of Geekplus Europe GmbH dated 28 October 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.65 Response of Geekplus Europe GmbH to Legal DD Request List dated 28 October 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.66 Excerpt from the commercial register of Geekplus Europe GmbH dated 24 October 2024, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.67 List of shareholders of Geekplus Europe GmbH dated 24 October 2024, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.68 Resignation of Jian Zhang from his office as Managing Director dated 15 July 2022, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.69 Apply for registration of Resignation of Jian Zhang from his office as Managing Director dated 20 July 2022, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.70 Labor Disputes of Geekplus Europe GmbH dated 25 September 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.71 Employment Contract between Geekplus UK Limited and LEE Tsz Tung dated 1 June 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.72 Minutes of the public session of the Düsseldorf Labor Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Meik Schulze against Geekplus Europe GmbH dated 15 June 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.73 Written statement from Heuking Kühn Lüer Wojtek to the Düsseldorf Labor Court (*Arbeitsgerichts Düsseldorf*) regarding the settlement between Meik Schulze and Geekplus Europe GmbH dated 01 September 2023, provided by Beijing Geekplus Technology Co Ltd.;

- 1.74 Decision of the Düsseldorf Labor Court (*Arbeitsgerichts Düsseldorf*) regarding the settlement between Meik Schulze and Geekplus Europe GmbH dated 31 August 2023 , provided by Beijing Geekplus Technology Co Ltd.;
- 1.75 Order of the Düsseldorf Labour Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 2 August 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.76 Default judgement of the Düsseldorf Labour Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 21 August 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.77 Settlement Proposal from Thomas Meyer-Jander to Geekplus Europe GmbH dated 17 September 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.78 Legal Opinion and Solution Recommendation of the german lawyer Tobias Berdesinski on the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 17 September 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.79 Preparation for the conciliation hearing from the german lawyer Tobias Berdesinski regarding the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 18 September 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.80 Summary of procedural status and possible options from of the german lawyer Tobias Berdesinski regarding the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 24 September 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.81 Statement of Defence from the german lawyer Tobias Berdesinski on the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 14. Januar 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.82 Preparation for the conciliation hearing from the german lawyer Tobias Berdesinski regarding the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 9 February 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.83 Minutes of the public session of the Düsseldorf Labour Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 19 May 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.84 Settlement at the Düsseldorf Labour Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 3 June 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.85 Judgement of the Düsseldorf Labour Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Thomas Meyer-Jander against Geekplus Europe GmbH dated 14 December 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.86 Statement of claim from Law Firm Ruthenbeck to the Düsseldorf Labor Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 21 June 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.87 Statement of defense from Law Firm Heuking Kühn Lüer Wojtek to the Düsseldorf Labor Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 14 September 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.88 Statement from Law Firm Ruthenbeck to the Düsseldorf Labor Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 28 September 2023, provided by Beijing Geekplus Technology Co Ltd.;

- 1.89 Minutes of the public session of the Düsseldorf Labor Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 04 December 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.90 Judgement of the Düsseldorf Labor Court (*Arbeitsgerichts Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 04 December 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.91 Statement of appeal from Law Firm Heuking Kühn Lüer Wojtek to the Düsseldorf Higher Labor Court (*Landesarbeitsgericht Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 04 March 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.92 Statement from Law Firm Ruthenbeck the Düsseldorf Higher Labor Court (*Landesarbeitsgericht Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 21 March 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.93 Judicial notice of the Düsseldorf Higher Labor Court (*Landesarbeitsgericht Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 25 March 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.94 Judicial notice and settlement proposal of Düsseldorf Higher Labor Court (*Landesarbeitsgericht Düsseldorf*) regarding the case of Torben Specht against Geekplus Europe GmbH dated 26 April 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.95 Master Agreement for Channel Partner on Supply, Installation and Service between Geekplus Europe GmbH and AI-Robotics Kft dated 07 December 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.96 Master Agreement for Channel Partner on Supply, Installation and Service between Geekplus Europe GmbH and LogTech s.r.o. dated 27 February 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.97 Master Agreement for Channel Partner on Supply, Installation and Service between Geekplus Europe GmbH and ST Logistics A/S dated 27 December 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.98 List of shareholders of Geekplus Europe GmbH dated 15 July 2019, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.99 List of shareholders of Geekplus Europe GmbH dated 05 August 2019, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.100 Application for registration of the Geekplus Europe GmbH in the commercial register dated 02 August 2019, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.101 Application for registration of the Geekplus Europe GmbH in the commercial register dated 05 August 2019, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.102 Minutes of a Shareholders' Meeting of Geekplus Europe GmbH dated 05 August 2019, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 05 November 2024;
- 1.103 Audit report issued by German Federal Pension Insurance (*Deutsche Rentenversicherung Bund*) to Geekplus Europe GmbH dated 21 October 2024, provided by Beijing Geekplus Technology Co Ltd.;

- 1.104 Reseller Agreement between HighJump Software, Inc. and Geekplus Europe GmbH dated 15 July 2020 / 17 July 2020, provided by Beijing Geekplus Technology Co Ltd.;
- 1.105 Master Agreement on Sales and Supply between Nanjing Geekplus Robotics Co.,Ltd and Geekplus Europe GmbH dated 16 June 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.106 Framework Agreement of the Hardware Purchase and Maintenance between FOODLINK S.A. and Geekplus Europe GmbH dated 07 July 2020, provided by Beijing Geekplus Technology Co Ltd.;
- 1.107 Supply and Installation Agreement Of the Shimano project between Kuehne+Nagel NV and Geekplus Europe GmbH dated 29 November 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.108 Main terms and conditions between Staff International S.p.A., and Geekplus Europe GmbH dated 22 December 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.109 SITE APPLICATION AGREEMENT - Purchase, Rental and Installation of Automated System between DECATHLON ESPAÑA, S.A.U. and Beijing Geekplus Technology Co., Ltd and Geekplus Europe GmbH dated 30 July 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.110 SITE APPLICATION AGREEMENT - Purchase, Rental and Installation of Automated System between Decathlon Israel Ltd. and Beijing Geekplus Technology Co., Ltd and Geekplus Europe GmbH dated 10 December 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.111 Purchase Order Spare Parts Barcelona between between DECATHLON ESPAÑA, S.A.U. and Geekplus Europe GmbH dated 25 May 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.112 Quotation between between DECATHLON ESPAÑA, S.A.U. and Geekplus Europe GmbH dated 28 February 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.113 Supply, Installation and Services Agreement between Distribution Sanitaire Chauffage (DSC) and Geekplus Europe GmbH dated 09 December 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.114 Obbligatorio between Decathlon Italia S.r.l. and Geekplus Europe GmbH dated 22 April 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.115 Framework Contract between Shenker AG and Beijing Geekplus Technology Co., Ltd and Geekplus Europe GmbH dated 20 January 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.116 MECHANISATION AGREEMENT between ADEO SERVICES and Beijing Geekplus Technology Co., Ltd and Geekplus Europe GmbH dated 25 November 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.117 Contract between LPP LOGISTICS SP. Z O.O. and Geekplus Europe GmbH dated 30 April 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.118 Master Agreement for Exclusive Channel Partner on Supply, Installation and Services between ST Logistics A/S and Geekplus Europe GmbH dated 27 December 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.119 Master Agreement for Exclusive Channel Partner on Supply, Installation and Services between A.S. Watson E-fulfillment B.V. and Geekplus Europe GmbH dated 21 November 2023, provided by Beijing Geekplus Technology Co Ltd.;

- 1.120 Hardware Equipment Contract between APM Autoteile GmbH and Beijing Geekplus Technology Co., Ltd. dated 04 September 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.121 Service Contract between APM Autoteile GmbH and Beijing Geekplus Technology Co., Ltd. dated 31 August 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.122 Subcontract Agreement between Invar Solutions, LLC and Geekplus Europe GmbH dated 05 September 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.123 Framework Agreement between DECATHLON SE and Geekplus Europe GmbH dated 26 July 2020, provided by Beijing Geekplus Technology Co Ltd.;
- 1.124 Sale and Purchase Agreement between Paack Logistics Iberia S.L.U. and Geekplus Europe GmbH dated 30 May 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.125 Supply and Installation Agreement between Rhenus Logistics AG and Geekplus Europe GmbH dated 25 July 2022, provided by Beijing Geekplus Technology Co Ltd.;
- 1.126 Supply, Installation and Service Agreement between Dr. Max Italia S.R.L. and Geekplus Europe GmbH dated 28 February 2023, provided by Beijing Geekplus Technology Co Ltd.;
- 1.127 General Terms and Conditions for Purchase of Goods and Services of Geekplus Europe GmbH dated May 2021, provided by Beijing Geekplus Technology Co Ltd.;
- 1.128 Letter from Law Firm Tiggers ("*Tigges Rechtsanwälte*") to Mrs. Heather Liu from KPMG dated 27 November 2024 reg. any pending or threatened litigation or claims, unasserted claims judged likely to be asserted in which Beijing Geekplus Technology Co Ltd. or any of its subsidiaries is involved, provided by Beijing Geekplus Technology Co Ltd.;
- 1.129 Summary from Law Firm Tiggers ("*Tigges Rechtsanwälte*") to Geekplus Europe GmbH dated 27 November 2024 of the status of the customs audit at Geekplus Europe GmbH and the appeal proceedings, provided by Beijing Geekplus Technology Co Ltd.;
- 1.130 Confirmation of the business registration from the public order office of the state capital Düsseldorf dated 04 December 2024, provided by Beijing Geekplus Technology Co Ltd.;
- 1.131 A template of Commitment to confidentiality and compliance with data protection principles under the General Data Protection Regulation (GDPR), drafted by us in December 2024;
- 1.132 A draft of Employee Privacy Notice drafted by us, last updated in January 2025;
- 1.133 EU Standard Contractual Clauses (EU SCC) C2C between Geekplus Europe GmbH and Beijing Geekplus Technology Co.,Ltd. dated 17 March 2025, provided by Beijing Geekplus Technology Co Ltd. ;
- 1.134 A GDPR Management Framework drafted by us, last updated in December 2024;
- 1.135 A template of Personal data breach register, drafted by us in December 2024;
- 1.136 A guideline of Responding to personal data breaches, drafted by us in December 2024;
- 1.137 A Transfer impact assessment drafted by us with input from JunHe Law Firm Beijing in February 2025;
- 1.138 A Record of processing activities, drafted by us in December 2024;

- 1.139 Notification form for the notification of the Data Protection Officer to the State Commissioner for Data Protection and Freedom of Information of the Land of North Rhine-Westphalia dated 17 March 2025, provided by Beijing Geekplus Technology Co Ltd.;
- 1.140 Shareholder resolution for the dismissal of Tsz Tung Lee from his office as Managing Director dated 6 January 2025, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 13 June 2025;
- 1.141 Shareholder resolution for the appointment of Hong Yu as new Managing Director dated 15 January 2025, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 13 June 2025;
- 1.142 Apply for registration of dismissal of Tsz Tung Lee from his office as Managing Director and appointment of Hong Yu as new Managing Director dated 2 April 2025, downloaded from the commercial register of the Düsseldorf local court (*Handelsregister des Amtsgerichts Düsseldorf*) on 13 June 2025.

To: Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solicitors
Partnerschaft mbB
Brienner Straße 12
80333 Munich
Germany

We refer to the legal memorandum which you have been asked to give in connection with the listing of shares of Geekplus Technology Co. Ltd. on the Main Board of the Hong Kong Stock Exchange (the "**Listing**").

We, Yong Zheng and Hong Yu, managing directors (*Geschäftsführer*) of Geekplus Europe GmbH, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under registration number HRB 88237 (the "**Company**") hereby certify, warrant and undertake:

1. Hong Yu, born on 14 November 1972, resident of Beijing, China, was appointed as managing director (*Geschäftsführer*) by way of shareholder resolution of 15 January 2025;
2. Mr. Tsz Tung Lee was removed from office of managing director by shareholder's resolution of 6 January 2025 and with effect as of 31 January 2025;
3. That the shareholder has not mortgaged or pledged or encumbered any of its shares in the Company and (ii) since the incorporation of the Company, there have not been any disputes on the ownership and/or title of the share capital of the Company;
4. there are no outstanding rights, warrants, or options to acquire, or instruments or securities convertible into or exchangeable for, the share capital of the Company or any obligations on the Company to issue shares or other equity interests, or securities convertible into shares or other equity interests;
5. there are no particulars or information relating to the Company which are required to be filed with the commercial register but have not yet been filed;
6. that GEEKPLUS SPAIN S.L. with business address in Calle Llull 321 ED-CINC 0819 Barcelona, Spain is the only legal entity the Company holds an interest in. The Company holds 100% of the shares in this company;
7. the Company is not and has never acted in breach of its articles of association;
8. the share capital of the Company has been duly issued, is fully paid up and has not been repaid to its shareholders;
9. the current shareholder of the Company is Geek Plus International Company Limited, registered with the Companies Registry Hong Kong under Company Number 2581734 holding the entire share capital of the Company of EUR 25,000;
10. the Company can be reached under its registered address Breite Straße 22, 40213 Düsseldorf;
11. the business of the Company is in line with the business scope of the Company pursuant to its articles of association;
12. the resolutions passed by shareholders and the managing director(s) have not been amended, modified or revoked and are in full force and effect;
13. there are no external guarantees in place with regard to the Company;

14. the Company has no loan agreements with third parties as of 28 February 2025 and has never lent money to any third party;
15. the Company does not own any real property and operates its business in Germany in leased premises only;
16. the assets of the Company with a value over EUR 100,000.00 are not subject to any mortgage, pledge, charge, lien, third party's rights or any other similar ownership encumbrance;
17. all Material Contracts (as such term is defined below) are listed in Section 4.16 of the draft legal statement of Eversheds Sutherland, dated 15.11.2024. The Company has not received any written notice of any dispute with respect to any of the Material Contracts. "**Material Contracts**" means any contract entered into by the Company (i) with a transaction value of at least EUR 1,000,000.00; or (ii) having a significant impact over the business of the Company. None of these Material Contracts are at risk of potential dispute;
18. the Company does not manufacture or develop robots itself. It is a marketing, sales and customer service company. Its robots are neither
 - specifically constructed for handling highly explosive substances, nor
 - specifically constructed or designed as hardened against radiation, so as to withstand a dose of more than 5×10^3 Gy (silicon) without a loss in function, nor
 - specifically constructed for functioning in heights above 30,000 metres, nor
 - specifically constructed for functioning in water at least 200 metres deep, nor
 - specifically constructed for military purposes, nor
 - equipped with means for protection of hydraulic lines against damage by shives of ammunition hurtling around nor constructed for use of hydraulic liquids with a flash point of more than 839 K, nor
 - specifically constructed or designed for use in an electromagnetic pulse (EMP) environment;
19. the Company has not been subject to any fines, sanctions, and penalties, and no circumstances exist which could cause any competent authority to pause or revoke any authorisations/approvals/licenses or similar relevant for the Company or to refuse the grant or renewal of any such;
20. the Company is aware of and following international sanction regulation, assisted by international/national law firms in sanction compliance matters, and has never delivered any goods into sanctioned countries/regions or to sanctioned persons;
21. the Company and any of its directors or senior managers of any of the Company's beneficial owners have never (i) been involved in investigations regarding foreign investment act and foreign exchange control, anti-money laundering, anti-corruption or other government investigations, enforcement action, or filed any disclosure of an actual or potential violation of laws relating to economic sanctions, export controls, anti-corruption (including U.S. FCPA or OFAC or UK Bribery Act), anti-money laundering laws, securities or trading laws, (ii) been prohibited from bidding on government contracts, (iii) been convicted of participating in an agreement that distorted competition;

22. the Company does not make or receive cash payments of amounts equal or higher than EUR 10,000.00. There are no ongoing or threatened investigations or proceedings regarding anti-money-laundering against the Company;
23. except for the filed objections to several import duty assessments in connection with an ongoing customs audit in the amount of EUR 969,000.17 (which have been paid by the Company in full) at the main customs office in Düsseldorf, there are no pending or threatening civil, public or other (e.g., competition, data protection) litigations, arbitration proceedings or official proceedings to the Company or to the shareholding of its sole shareholder Geek Plus International Company Limited;
24. the Company processes all personal data in accordance with all applicable laws. The Company has put in place a GDPR management framework, including supplemental documentation and notices, to ensure compliance with the GDPR and has not experienced reportable data breaches within the meaning of the GDPR or enforcement action by a supervisory authority of data subjects;
25. there has been no actual or suspected, threatened or 'near miss' incident of accidental or unlawful destruction or accidental loss, alteration, loss of access, or unauthorised or accidental disclosure of or access to personal data processed by the Company;
26. all intellectual property rights (e.g. patents, utility models, trademarks, designs, domain names, copyrighted works (e.g. software)), including know-how and trade secrets, whether registered or unregistered are owned by Beijing Geekplus Technology Co., Ltd. and validly licensed to the Company under a master agreement on sales and supply governed by Chinese law;
27. the products and services of the Company do not entail a processing of personal data;
28. the products of the Company contain all necessary CE marks, labelling, technical documentation and user manuals;
29. the Company had 35 employees (excluding managing directors) as of 31 December 2024 from which 7 employees have fixed term contracts and the other 28 employees are employed on indefinite periods of time.
30. no other individuals are working for, are engaged by or are providing services to the Company whether, as a temporary worker, freelancer, commercial agent, consultant or providing their services indirectly through any other third parties;
31. Hong Yu does not have entered into a service agreement with the Company, yet. Yong Zheng has a service agreement governed by Chinese law in place;
32. Beijing Geekplus Technology Co. Ltd., Beijing together with its affiliates never employed in the past more than 1,000 employees and there is no forecast to go beyond that threshold;
33. the Company uses one employment contract template for all employees;
34. the Company has never been in conflict with trade unions, that there have never been strikes at the Company;
35. the Company has not agreed on company pension or other benefit schemes;
36. there are no other participation programs, share incentive, share option or profit sharing or commission schemes or arrangements for directors, employees or workers in place;

37. the Company does not have a works council ("*Betriebsrat*") or other employees' representative bodies. Thus, no reconciliations of interest ("*Interessenausgleiche*") or social compensation plans ("*Sozialpläne*") or other works agreements ("*Betriebsvereinbarungen*") between the Company and the works council or other employees' representative bodies exist;
38. the Company is not bound by collective bargaining agreements ("*Tarifverträge*");
39. the audit conducted by the German Federal Pension Insurance ("*Deutsche Rentenversicherung Bund*") in July 2024 for the time from 01. January 2019 until 31. December 2023 on social security compliance was completed without any objections and no other audit has been conducted or announced to be conducted for periods after 31 December 2023;
40. there are no tax disputes involving the Company and any fines, penalties or other administrative/economic sanctions have been imposed by the tax authorities or relevant other authorities between 1 January 2021 and 31 December 2024;
41. there is no outstanding tax liability (including but not limited to corporate tax and transfer pricing tax) involving the Company and future and deferred tax payments have been suitably reserved or provided for
42. all requested/necessary filings (including tax filings) have been made by the Company at the governing local authorities;
43. there are not fines which have been imposed on the Company for any non-compliance;
44. the proposed Listing of the holding company of the Company on the Main Board of the Hong Kong Stock Exchange will not have adverse legal impacts on the rights of the Company to conduct its business in Germany and it will also not violate any agreements of the Company;
45. the Company has an employee, who regularly monitors the export controls regulations and the exports made by the Company;
46. the Company does not export goods that require an authorisation;
47. the information provided to you in connection with your due diligence were correct, complete and not misleading; and
48. the Company is not engaged in any acquisitions/disposals/mergers in Germany;
49. the Company complies with all material applicable local laws, regulations and policies of the relevant business activities conducted in Germany.



机器人智能物流专家

Geekplus Europe GmbH Heette Strasse 22 40213 Düsseldorf, Germany

Name

Name

.....
Managing Director

Geekplus Europe GmbH

Date: [6.17] 2025

.....
Managing Director

Geekplus Europe GmbH

To: Eversheds Sutherland (Germany) Rechtsanwälte Steuerberater Solicitors
Partnerschaft mbB
Brienner Straße 12
80333 Munich
Germany

We refer to the opinion letter which you have been asked to give in connection with the listing of shares of Geekplus Technology Co. Ltd. on the Main Board of the Hong Kong Stock Exchange (the "**Listing**").

Geek Plus International Company Limited, registered with the Companies Registry Hong Kong under registration number 2581734, hereby certifies, warrants and undertakes in its capacity as sole shareholder of Geekplus Europe GmbH, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Duesseldorf under registration number HRB 88237 (the "**Company**") that:

1. Hong Yu, born on 14 November 1972, resident of Beijing, China, was appointed as managing director (*Geschäftsführer*) by way of shareholder resolution of 15 January 2025;
2. Mr. Tsz Tung Lee was removed from office of managing director by shareholder's resolution of 6 January 2025 and with effect as of 31 January 2025;
3. the share capital of the Company has been duly issued, is fully paid up and has not been repaid to its shareholder;
4. the shares in the Company are free and clear of any encumbrances, mortgaged or pledges;
5. there are no outstanding rights, warrants, or options to acquire, or instruments or securities convertible into or exchangeable for, the share capital of the Company or any obligations on the Company to issue shares or other equity interests, or securities convertible into shares or other equity interests;
6. the current shareholder of the Company is Geek Plus International Company Limited, registered with the Companies Registry Hong Kong under Company Number 2581734 holding the entire share capital of the Company of EUR 25,000;
7. since the acquisition of the shares in the Company by Geek Plus International Company, there have not been any disputes relating to the ownership and/or title of the any issued shares of the Company and no material legal, arbitral, disciplinary, governmental or similar proceedings in Germany have been filed and issued by or against Geek Plus International Company Limited as shareholder of the Company; and
8. the resolutions passed by Geek Plus International Company have not been amended, modified or revoked and are in full force and effect.



机器人智能物流专家

Unit 2303-8, 23/F, Tower A, Kowloon Commerce Centre, No. 51 Kwai Cheong Road, Kwai Chung,
New Territories, Hong Kong

Name

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Managing Director

**Geekplus International Company
Limited**

Date: [6 . 1 7] 2025