

保密

关于

Source Photonics Holdings (Cayman) Limited

之

股份转让协议

二〇二五年[六]月

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**关于 Source Photonics Holdings (Cayman) Limited
之
股份转让协议**

本《关于 Source Photonics Holdings (Cayman) Limited 之股份转让协议》（“本协议”）由以下各方于 2025 年[6]月[13]日（“签署日”）签署：

- (1) 转让方：PACIFIC SMART DEVELOPMENT LIMITED（“**转让方**”）
注册地址：OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
授权代表：石明
- (2) 超毅集团（香港）有限公司（“**股权受让方**”）
注册地址：48/F, LANGHAM PLACE OFFICE TOWER, 8 ARGYLE STREET, MONG KOK, Kowloon
授权代表：王旭
- (3) 苏州东山精密制造股份有限公司（“**东山精密**”，与股权受让方合称“**收购方**”）
统一社会信用代码：91320500703719732P
主要经营场所：苏州吴中经济开发区善丰路 288 号
授权代表：袁永刚

鉴于：

- 1、股权受让方系一家依据香港法律设立并有效存续的公司。东山精密系在中国境内依法设立、有效存续并在深圳证券交易所上市的股份有限公司，股票代码“002384”。
- 2、Source Photonics Holdings (Cayman) Limited（“**标的公司**”）系一家依据开曼法律设立并有效存续的公司。于本协议签署日，标的公司及其上层持股结构如本协议附件二所列示。于本协议签署日，转让方持有标的公司发行在外的 4.0033%股份，共计 8,235,293 股（“**标的股份**”）。
- 3、受限于本协议的条款和条件，股权受让方拟以现金方式购买和受让，且转让方拟向股权受让方出售和转让标的股份（“**本次交易**”）。
- 4、本协议签署的同时或之前，标的公司的多名股东与收购方签署了一份有关标的公司股份转让的股份转让协议（“**主协议**”），约定由该部分股东（“**主协议出售方**”）向股权受让方出售其所持有的标的公司的全部股份共计 192,293,605 股，占标的公司发行在外的 93.4758%股份，且股权受让方同意

向主协议出售方购买其所持有的该等标的公司的股份（“主交易”）。本次交易的交割将与主协议第 2.2.2 条所定义的交割（“主协议交割”）同时发生。

本协议各方经过友好协商，就标的股份的转让事宜，达成以下协议。

第1条 定义与释义

1.1 在本协议中所使用的词汇具有附件一所赋予其的含义。

1.2 释义规则。在本协议中，除上下文另有规定外：

- (1) “本协议”一词指本协议的全部而并非本协议内某一条款或其他部分。除非明确另有所指或与题述事项或上下文不符，否则本协议所表述的条款是指本协议中相应的条款；
- (2) 本协议所指的任何法律，除另有明确规定外，系指该等法律经不时修订后届时通行的版本；
- (3) 如本协议项下的任何行使权利或履行义务须在工作日而对应的日期不是工作日，则该日期应延至下一个工作日；
- (4) 当在本协议中提到条、款、段落或附件、附录时，除非另作说明，指的是本协议中的相应条、款、段落或附件、附录；
- (5) 本协议各条款的标题仅为方便查阅之用，不影响或限制本协议条款的含义或解释；
- (6) 对本协议或任何协议的提及应解释为包括本协议或该等协议可能经修订、变更或更新之后的版本；
- (7) 除特别说明外，本协议若出现总数与各分项数值之和尾数不符的情况，均为四舍五入原因造成。

第2条 标的股份的转让与交割

2.1 标的股份的转让

受限于本协议所约定的条件并根据本协议约定的条款，于交割时，股权受让方同意购买和受让转让方持有的标的股份，且转让方同意向股权受让方出售和转让其持有的标的股份。

2.2 标的股份转让的交割

2.2.1 交割日

- (a) 本协议第 4 条所列明的交割先决条件全部得到满足或被相关方书面豁免（根据其性质将在交割时满足的交割条件除外，但仍受限于该交割条件在交割时得到满足或被相关方书面豁免）后，主协议交割发生之日为本协议下的交割日（“交割日”）。
- (b) 转让方确认并同意，自交割日起，股权受让方即作为转让方根据本协议转让的标的股份的所有权人并享有作为持有该等标的股份的标的公司股东的完整的股东权利和利益（包括但不限于基于该等标的股份在标的公司所应获得的全部累积未分配利润），该等标的股份的所有权和任何与之相关的或源于该所有权的权利和利益均于交割时从转让方转移至股权受让方，在此之后为股权受让方所享有，而转让方不再享有与该等标的股份有关的任何权利和利益。
- (c) 转让方确认，在本次交易完成交割且主协议交割也完成时，标的公司股权结构如本协议附件三所示。为免疑义，如本协议被提前终止或主协议在交割前被部分提前终止、导致部分公司股东持有的标的公司股份未转让给股权受让方，则附件三所述的本次交易和主交易完成交割时标的公司的股权结构应相应调整。

2.2.2 交割与交割日的相互交付

各方同意按照以下条款完成本次交易的交割事项（合称“交割”）：

(a) 转让方的交付

最晚于交割日，转让方应向股权受让方交付如下各项物项：

- (1) 批准主交易和本次交易（包括第4.4.3条和第4.4.5条）的标的公司股东会决议和董事决议扫描件（若该文件已由主协议项下的保证方提供，视为转让方已提供）；以及

(2) 本协议附件四所列应由转让方向股权受让方交付的各项。

(b) 股权受让方的交付

最晚于交割日，股权受让方应向转让方交付如下各项物项：

- (1) 批准本次交易的股权受让方股东会决议扫描件以及东山精密的董事会决议扫描件；
- (2) 本协议附件五所列应由股权受让方向转让方交付的各项；以及
- (3) 根据第3.3条的约定向转让方账户支付转让价款。

2.2.3 转让方在此确认，无论其是否守约完成本次交易的交割，主协议交割在任何主协议出售方与股权受让方之间发生后，其不再享有标的公司现有章程下第 32 至第 36 条、第 72 条、第 76 条和第 78 条的权利、以及其在其它合同项下享有的可能影响股权受让方交割后对标的公司的控制权或决策权的权利。

第3条 标的股份的转让价款与支付

3.1 转让价款

各方同意，受限於本协议约定的条款和条件，股权受让方因受让标的股份应向转让方支付的转让价款为 3.0577 美元/股，总计 25,181,055.41 美元（“**转让价款**”）。全部转让价款应以即时可得的美元现金进行支付。

3.2 转让方账户

除非转让方提前书面通知股权受让方账户信息变更，转让方指定收取转让价款和本协议项下股权受让方应向转让方支付的其他款项的收款账户信息如下所示（“**转让方账户**”）。

账户名：NANFANG COMMUNICATION HOLDINGS LIMITED

账号：012-565-2-001800-6

开户银行：BANK OF CHINA (HONG KONG) LIMITED

3.3 转让价款的支付

股权受让方应按照下列时间表向转让方支付转让价款：

- 3.3.1 在本协议签署日后的五（5）个工作日内，向转让方的转让方账户支付转让价款的 10%，即 2,518,105.54 美元(含税)（“**首期价款**”）；
- 3.3.2 在本协议签署日后的三十（30）个工作日内，向转让方的转让方账户支付转让价款的 15%，即 3,777,158.31 美元(含税)（“**第二期价款**”）；以及
- 3.3.3 在股权受让方收到第2.2.2(a)条所载物项的前提下，在交割日，向转让方的转让方账户支付转让价款的剩余 75%，即 18,885,791.56 美元(含税)（“**第三期价款**”）。

第4条 交割条件

- 4.1 转让方完成本次交易的交割，应当以本协议第4.2 条所述各项条件以及本协议第4.3 条所述条件（合称“**转让方交割条件**”）均得到满足（或由转让方决定并通过书面方式通知股权受让方的方式豁免）为前提；股权受让方就本次交易完成与转让方的交割，应当以本协议第4.2 条所述各项条件以及本协议第4.4 条所述条件（合称“**股权受让方交割条件**”）均得到满足（或由股权受让方决定并通过书面方式通知转让方的方式豁免，唯股权受让方不可豁免本协议第 4.4.1 条所述条件）为前提。

4.2 转让方和股权受让方的交割条件

- 4.2.1 不存在限制、禁止或取消本次交易的法律；
- 4.2.2 主交易已通过中国和美国适用法律要求的经营者集中申报审查（“**反垄断审查**”）；
- 4.2.3 集团公司重组已根据第6.1 条的约定完成。

4.3 其他转让方交割条件

- 4.3.1 股权受让方和东山精密已就本次交易完成内部决策批准程序；
- 4.3.2 应由股权受让方、东山精密或其关联方签署的交易文件均已由其签署并交付；

4.3.3 股权受让方在本协议下所作出的所有陈述和保证在重大实质方面均为真实及准确、完整且无误导，且未实质违反本协议所列的应于交割日或之前予以履行或遵守的承诺、义务和约定；

4.3.4 股权受让方已向转让方提供经其或其法定代表人/授权代表签署的格式和内容如附件九 B 部分所述的交割条件满足确认函。

4.4 其他股权受让方交割条件

4.4.1 转让方已就本次交易完成内部决策批准程序，并且已得到转让方之间接母公司 - 南方通信控股有限公司（股票代码：1617.HK）之股东在其股东大会上批准本协议及本次交易

4.4.2 应由转让方或其关联方签署的交易文件均已由其签署并交付；

4.4.3 标的公司股东会已批准主交易和本次交易，标的公司现有股东已书面同意放弃转让方和主协议出售方在本协议和主协议项下转让的标的公司的股份的优先购买权；

4.4.4 转让方已将本协议项下其转让标的股份交割所必须的 Instrument of Transfer（如附件七所示内容和格式）签署完毕；

4.4.5 标的公司股东会已通过决议，批准委任股权受让方提名的多名人士作为标的公司董事（该等人士于紧邻主协议交割后将构成董事会的简单多数）、以及批准免除四名由主协议出售方提名的标的公司董事，该等委任和免除应当自主协议交割之日起生效；

4.4.6 不存在任何影响本次交易的实质性障碍，且不存在任何商业、技术、法律、财务等方面可能对集团公司的权益产生重大不利影响的情形（除万通可转债争议及其导致或可能导致的后果以及主协议附件七中已披露的事项外）；

4.4.7 转让方在本协议下所作出的所有陈述和保证在重大实质方面均为真实及准确、完整且无误导，且未实质违反本协议所列的应于交割日或之前予以履行或遵守的承诺、义务和约定（万通可转债争议及其导致或可能导致的后果不构成任何转让方在本协议下所作出的任何陈述、保证、承诺、义务或约定的违反）；

- 4.4.8 转让方以及持有不低于占标的公司全部发行在外股份 68%的主协议出售方均将于主协议交割之日完成交割；及
- 4.4.9 转让方已向股权受让方提供经其或其法定代表人/授权代表签署的格式和内容如附件九 A 部分所述的交割条件满足确认函。

第5条 各方的陈述和保证、承诺

- 5.1 转让方(a)于签署日和交割日向收购方作出第 5.1 条（但第5.1.5 条除外）所述的陈述与保证，并保证上述陈述和保证于签署日和交割日均为真实和准确、完整且不具误导性；以及(b)向收购方作出第5.1.5 条项下的承诺。
- 5.1.1 其为根据其设立地法律正式注册成立、有效存续的实体；其签署、交付和履行本协议及其他交易文件不违反任何适用的法律的任何规定，亦未违反其内部组织文件（包括但不限于其公司章程及其他公司治理制度）的任何规定以及其作为一方当事人且对其有约束力的任何协议或文件的条款或规定。
- 5.1.2 转让方具有转让标的股份的资格，其作为本协议项下的转让方具有完全的权利、权力及能力签署、交付和履行本协议及其他交易文件，并具备相应的履约能力，其已取得或将在交割前取得为签署、交付和履行本协议及其他交易文件所需要的一切内部批准、许可和授权；本协议一经签署即对转让方构成合法、有约束力的义务。
- 5.1.3 其作为本协议项下的转让方对其在本协议下转让的标的股份具有合法、完整的所有权，有权签署本协议并转让该等标的股份或与其相关的任何权利和利益，该等标的股份上不存在司法冻结或任何为其他第三方设定的质押、抵押或其他权利负担致使其无法将其在本协议下转让的标的股份转让予股权受让方，亦不存在任何直接或间接与该等标的股份有关的争议、行政处罚、诉讼、仲裁或权利主张；股权受让方于交割日将享有作为转让方所持标的股份不带有任何权利负担的所有权人，依法应享有的一切权利（包括但不限于依法占有、使用、收益和处分该等标的股份的权利）。
- 5.1.4 交割完成前，其作为本协议项下的转让方对其在本协议下转让的标的股份之相关权利的行使没有侵犯任何第三方的在先权利，并无任何第三方提出关于该等标的股份侵犯其合法权益的任何相关权利主张或要求；于

该等股份交割完成后，股权受让方对该等标的股份的权利的合法行使亦不会因转让方在交割日前的持股情况侵犯任何第三方的在先合法权益。

- 5.1.5 交割完成前，其作为本协议项下的转让方保证不会对其在本协议下转让的标的股份向第三方进行出售、转让、抵押、质押、托管或设置任何形式的权利负担或第三方权利，亦不会就该等标的股份向第三方的出售、转让、抵押、质押、托管或设置任何形式的权利负担或第三方权利等事宜与其它任何第三方进行接触，签订备忘录、合同书、谅解备忘录，或签订与本协议下标的股份转让相冲突、或包含禁止或限制该等标的股份转让条款的各种形式的法律文件，或为任何上述目的提供集团公司信息。
- 5.2 股权受让方和东山精密共同和相互连带地于签署日和交割日向转让方作出如下陈述与保证，并保证该等陈述和保证于签署日和交割日均真实和准确、完整且不具误导性。
- 5.2.1 股权受让方和东山精密为根据其设立地法律正式注册成立、有效存续的实体。
- 5.2.2 股权受让方具备受让标的股份的资格且，股权受让方和东山精密均具有完全的权利、权力及能力签署、交付和履行本协议及其他交易文件，并具备相应的履约能力；股权受让方和东山精密均已取得或将在交割前取得其为签署、交付和履行本协议及其他交易文件而需获得的一切内部批准、许可和授权；本协议一经签署即对股权受让方和东山精密构成合法、有约束力的义务。
- 5.2.3 股权受让方和东山精密签署和履行本协议及其他交易文件不违反任何适用的法律的任何规定，亦未违反其内部组织文件（包括但不限于其公司章程及其他公司治理制度）的任何规定以及其作为一方当事人且对其有约束力的任何协议或文件的条款或规定。
- 5.2.4 股权受让方用于向转让方支付转让价款的资金来源合法。
- 5.2.5 本协议的签署、交付和履行不触发东山精密的股东大会批准。
- 5.2.6 集团公司重组方案和执行及其各自的每一步骤均不会违反任何适用的法律。

- 5.3 收购方确认，其已知悉(a)北京万通新发展集团股份有限公司（“**万通**”）在日期为 2025 年 6 月 2 日的仲裁申请书中针对标的公司、索尔思光电（成都）有限公司（“**成都索尔思**”）、SOURCE PHOTONICS, LLC 向深圳国际仲裁院提起的仲裁以及(b)万通在日期为 2025 年 6 月 2 日的仲裁申请书中针对标的公司、上海麓村企业管理咨询合伙企业(有限合伙)、上海煜村企业管理咨询合伙企业(有限合伙)、上海安润企业管理咨询合伙企业(有限合伙)、V-CAPITAL ZhiGeng INTERNATIONAL CO., LIMITED 和 V-Capital International Holding Co., Limited 向深圳国际仲裁院提起的仲裁（合称“**万通可转债争议**”）

收购方同意和确认，其将在本协议签署后尽最大合理努力安排资金解决万通、成都索尔思、标的公司及 Source Photonics, LLC 于 2023 年 11 月签署的《可转债投资协议》及认股权证项下集团公司的债务（“**万通可转债**”）还款事宜，其不会要求转让方承担万通可转债项下的还款的责任，亦不会因万通可转债争议而要求终止本协议或向转让方提出任何索赔。

- 5.4 除在本第 5 条项下作出的声明和保证，一方未作出任何其他明示或默示的陈述或保证。

第6条 承诺事项

6.1 集团公司重组

- 6.1.1 为满足股权受让方的需求，转让方同意配合股权受让方实施如本协议附件六所述（或双方根据下述第6.1.2条协商确定的替代方案，如适用）的集团公司的交割前重组（“**集团公司重组**”），以从标的公司的控制下最终剥离被剥离公司，并知悉在主协议披露函中向股权受让方披露的被剥离公司的资产、业务和人员情况。股权受让方将安排股权受让方聘用的中介机构完成集团公司重组。转让方将，并将促使集团公司，就集团公司重组提供所有合理和必要的配合。
- 6.1.2 无论本协议是否有相反约定，如果因法律、政策或其他原因导致集团公司重组无法按照附件六所述的方案完成，股权受让方将提供替代方案以供与一村相关转让方讨论协商，在股权受让方与一村相关转让方一致同意替代方案确能达成原方案的目的、符合适用的法律、不影响本协议的其他条款，且股权受让方根据本第6.1条的下述约定承担所有成本和费用的前提下，转让方同意提供合理和必要的配合。

6.1.3 由集团公司重组导致集团公司、本次交易和主交易中直接或间接向股权受让方转让标的公司股份的出让方、被剥离公司（“**重组费用受偿方**”）产生的或与之相关而发生的直接和间接的所有成本、费用和税费（包括但不限于以下成本、费用和税费，无论该等成本、费用和税费实际发生在交割前或交割后，合称为“**重组费用**”）均应由股权受让方承担，以使得在本次交易中转让方实际获得的扣除代扣代缴税金后的税后收益与不进行集团公司重组而直接完成本次交易时可获得的税后收益金额相差不超过±1%：

(a) 财务顾问、税务顾问、律师、登记代理机构等第三方费用、政府注册备案费用、各相关法域的代理服务费用；

(b) 因被剥离公司产生的额外费用；以及

(c) 执行集团公司重组而产生的任何额外税费（SOURCE PHOTONICS, LLC 直接转让成都索尔思股权在中国缴纳的 10%预提税由税收居民身份为非中国税收居民企业的转让方和主协议出售方（“**非居民企业公司股东**”）和股权受让方共同承担，其中作为非居民企业公司股东的转让方承担的比例为其在本协议项下转让的标的股份数量占标的公司已发行全部股份的比例）。

但前提是，该等费用的发生应由一村相关转让方和股权受让方双方认可（双方不得不合理地拒绝认可），但总额不超过 20 万美元的重组费用除外。

重组费用由一村相关转让方指定的集团公司先行支付（“**集团公司垫付费用**”），但若由于集团公司缺少现金流或由于合规限制无法由集团公司先行支付重组费用，该部分重组费用由股权受让方或其指定的主体代为支付。股权受让方应在集团公司重组前与一村相关转让方协商确定被剥离公司的各项事项。

6.1.4 在本次交易交割的情形下，集团公司发生的集团公司垫付费用应视为股权受让方根据本协议约定承担的重置费用，股权受让方应确保集团公司不得要求转让方和/或被剥离公司偿还。

在本协议于本次交易交割前被全部终止、且届时已产生的重组费用是由集团公司垫付的情形下，股权受让方应立即直接或通过其关联方向所有

该等重组费用的垫付方支付补偿金，以使得垫付方取得的税后净得补偿金额相当于其支出的重组费用。

如果任何重组费用发生在交割后，或在交割后被发现尚未由股权受让方或集团公司支付和承担，在一村相关转让方向股权受让方发出书面通知并提供相应支付证明文件后的五（5）个工作日内，股权受让方应直接或通过其关联方向相关重组费用的支付方支付补偿金，以使得该费用支付方取得的税后净得补偿金额相当于其支付的上述重组费用金额。

6.2 过渡期

- 6.2.1 在签署日至交割日或依据本协议约定提前全部终止本协议之日（孰早）的期间（“**过渡期**”）内，股权受让方应有权向集团公司委派 1 名观察员，在该观察员遵守本协议第 10 条约定的保密义务的前提下（为免疑问，观察员向股权受让方或东山精密披露集团公司信息，不违反第 10 条约定）。转让方承诺不阻止集团公司向观察员提供相关权限和配合，使该观察员可以知悉集团公司的运营及管理情况，及查阅关于集团公司业务、财务、财产、资产和人员的文件、数据和信息。股权受让方就其根据本款所获得的信息及知识均不会影响或被视为对本协议项下的任一方陈述、保证或完成交易的条件的任何限定或修改。

6.3 进一步行动

- 6.3.1 各方应当、并且应当促使其关联方及其各自相关人员，尽商业合理努力采取或促使相关主体采取所有必需和适当的行动，做出或促使相关主体做出所有必需和适当的行动（包括但不限于满足本协议下应当由其满足的任何交割条件），并签署和交付所有必要的应当由其签署和交付的文件和其他文书（包括但不限于根据政府部门的要求提供和/或签署所需文件），以促成本次交易尽快交割。
- 6.3.2 如果有权的政府部门就通过反垄断审查附带任何条件或针对任何主体提出任何附带义务，除非本协议根据第8.3 条被终止，就上述条件或义务，应由股权受让方承担成本和费用完成条件的满足和义务的履行，转让方就此不承担任何成本、费用、税费或损失。

- 6.4 **弃权与豁免。**转让方确认，自交割日起，转让方无条件且不可撤销地放弃基于交割前的任何交易或事件对任何集团公司享有的任何权利请求

或索赔主张(如有),因股权受让方违反交易文件下的义务(包括 ESOP 解决方案)导致的责任除外。

- 6.5 **集团公司资料转移。**如集团公司的公章、营业执照原件(正副本)和网银 U 盾以及其他应由任何集团公司自行保管的集团公司的财务、运营或其他资料存放在转让方或其关联方处所或受该等主体控制的,转让方应且应确保该等主体在交割日前(如在交割日后才发现的,应立即)向股权受让方或集团公司交付该等资料。

第7条 税费承担

- 7.1 除本协议另有约定,各方因履行本协议而应缴纳的任何税项或费用(包括但不限于法律顾问费用、财务和税务顾问费用、审计师费用和评估费用),应由各方依照相关法律、法规之规定各自承担。为避免疑问,股权受让方向转让方支付的转让价款已含转让方就本次交易应缴纳的税款,股权受让方将不会就本次交易承担任何应由转让方承担的税费。尽管有上述约定,因集团公司重组及其执行所发生的任何税项和费用等应按照本协议由股权受让方承担。

7.2 税款申报和缴纳

- 7.2.1 转让方应根据适用法律的规定承担与本协议项下的本次交易有关而应由其负责缴纳的任何税款。各方特此承认、承诺和同意:(a)股权受让方和集团公司均无义务缴纳适用法律或主管税务政府部门要求转让方或其关联方或其各自的直接和间接合伙人、投资人、成员和股东就本次交易应缴纳的任何性质的税款(包括与之有关的任何滞纳金、罚金或其他责任);及(b)转让方应自行承担适用法律或主管税务政府部门要求其就本次交易缴纳的任何性质的税款。

- 7.2.2 转让方应按照相关适用税务法律(包括 2015 年 2 月 3 日发布的《关于非居民企业间接转让财产所得企业所得税若干问题的公告》(国家税务总局公告 2015 年第 7 号)及其任何修订或相关配套规则)的规定及时、准确地在主管税务的政府部门完成其与本次交易相关的税务申报及完税手续,且应就相关税务申报、主管税务政府部门就本次交易课征的任何税款作出的认定及其缴纳情况,定期向股权受让方提供更新信息;如转让方未能按照适用法律或主管税务部门要求就本次交易按时申报且及时足额缴纳税金,则由此产生的任何滞纳金、罚金或其他责任应由转让方自行承担。

- 7.2.3 在不影响第7.2.1条的一般约定的同时,各方同意,若股权受让方根据适用的法律有代扣代缴义务,本协议签署日后,股权受让方有权采取一切必要行动,就标的股份转让涉及的转让方所得税缴纳事宜,向主管税务政府部门提交纳税申报并从转让价款中代扣代缴实现完税,转让方应无条件配合股权受让方履行该等代扣代缴义务。
- 7.2.4 不论是否存在相反规定,(a)转让方均应按照股权受让方和各集团公司的要求,在涉及集团公司交割前任何应税期间的任何税收申报或其他纳税申报书或报告书的提交及在任何与税款有关的争议、诉求或法律程序(不论是因交割前或交割后的事由所导致)中配合股权受让方和各集团公司,及(b)本协议任何规定均不得视为阻止或限制股权受让方或任何集团公司进行股权受让方或该集团在适用法律下被要求或允许进行的任何税收报告或申报。

第8条 协议的生效、变更与终止

- 8.1 本协议自文首所述的签署日起生效,对签署本协议的每一方具有约束力。
- 8.2 本协议经各方协商一致可进行修改或补充。经过各方签署的有关本协议的修改协议和补充协议是本协议的组成部分,具有与本协议同等的法律效力。
- 8.3 除非本第8.3条以下另有约定,否则本协议不得提前终止。
- 8.3.1 本协议可经转让方和股权受让方协商一致提前终止。
- 8.3.2 如主协议根据主协议第 8.3.2 条终止,则本协议应自动终止。若发生上述终止情形,转让方应当在终止日的 3 个工作日内,向股权受让方返还其已收到的全部转让价款。
- 8.3.3 在交割前,如果股权受让方未根据本协议第3.3条的约定按时足额支付任何一期其应于交割前支付的转让价款,转让方有权书面通知股权受让方提前终止本协议。(x)如果本协议根据本第8.3.3条的上述约定终止的,或(y)如果所有转让方交割条件均已得到满足或被转让方豁免,但股权受让方拒绝根据本协议的约定与转让方进行交割,则转让方有权经书面通知股权受让方终止本协议,或(z)如果主交易构成东山精密的重大资产重组,导致一村相关转让方根据主协议第 8.3.3(z)条约定提前全部终止主协议的,则本协议应自动终止,该等终止情形下,转让方无须向股权

受让方返还其届时已经从股权受让方处收到的任何转让价款，该等款项将作为股权受让方向转让方支付的违约金。

如果因股权受让方或东山精密违反本协议中所载的陈述和保证、承诺或义务，导致转让方交割条件无法在主协议项下约定的交割最后期限届满前得到满足（包括经双方协商并给与股权受让方和东山精密机会采取合理补救措施），转让方有权书面通知股权受让方提前终止本协议，该等终止情形下，股权受让方应向转让方支付一笔违约金，金额相当于14,000,000 美元与转让方在标的公司的持股比例的乘积，同时转让方应向股权受让方返还其届时已经从股权受让方处收到的任何转让价款。

8.3.4 交割日前，如果

- (1) 因转让方违反在本协议下的陈述保证或承诺，导致集团公司的资产发生损失且损失的金额（“交割日前资产损失额”）不超过标的公司发行在外的总股份数乘以 3.0577 美元/股，“100%股份对价”）的 15%（含本数），转让方和股权受让方应继续履行本协议，前提是转让方根据第 9 条向受让方承担该等损失的赔偿责任；
- (2) 交割日前资产损失额超过 100%股份对价的 15%但不超过 100%股份对价的 30%（含本数），转让方和股权受让方可善意协商是否继续履行本协议，如果在其中任何一方要求进行该等协商后的三十(30)天内，转让方和股权受让方无法就是否继续履行本协议达成一致意见，则其中任何一方有权经书面通知另一方而提前终止本协议。该等情形下终止本协议的各方之间无须由于该等终止而向其他任何一方承担责任，并且转让方应在终止日的 3 个工作日内，向股权受让方返还股权受让方已经向其支付的转让价款；
- (3) 交割日前资产损失额超过 100%股份对价的 30%（不含本数），股权受让方提前全部终止主协议的，该等情形下本协议自动终止，转让方应在终止日的 3 个工作日内，向股权受让方返还股权受让方已经向其支付的转让价款。

如果因转让方违反本协议中所载由该转让方作出的陈述和保证、承诺或义务（但不含违反第 5.1.5 条项下约定的情形），导致任何股权受让方交割条件无法在主协议项下约定的交割最后期限届满前得到满足（包括

经双方协商并给与转让方机会采取合理补救措施)，股权受让方有权书面通知转让方提前终止本协议，该等终止情形下，转让方应向股权受让方支付的违约金为 560,000 美元，同时上述违约转让方应向股权受让方返还其届时已经从股权受让方处收到的任何转让价款。

如果转让方违反第 5.1.5 条项下的约定，或者所有股权受让方交割条件均已得到满足或被股权受让方豁免、但转让方拒绝根据本协议的约定与股权受让方进行交割，或者转让方拒绝根据第 8.3.5 条的约定进行交割的，则转让方应向股权受让方返还其届时已经从股权受让方处收到的任何转让价款，并应向股权受让方支付相当于其届时已经从股权受让方处收到的任何转让价款之和作为违约金。

本第8.3.4 条的约定不影响任何一方在第8.3 条其他条款项下的终止权和与之相关的权利。

- 8.3.5 如果在主协议项下约定的交割最后期限前，反垄断审查已通过且不附带一村相关转让方或股权受让方不接受的条件、且除第 4.2.2 条和第 4.2.3 条之外的其他第 4 条项下所列交割条件已全部满足或被相关方适当豁免，除非本协议根据本第8.3 条的上述约定被终止，则各方应当在根据主协议第 8.3.5 条确定的交割日进行交割。如果股权受让方未在上述交割日向转让方支付转让价款的，则转让方有权书面通知股权受让方提前终止本协议。无论本协议是否有任何相反约定，转让方根据本条的约定终止本协议的，转让方无须向股权受让方返还其届时已经从股权受让方处收到的任何转让价款，该等款项将作为股权受让方向转让方支付的违约金。
- 8.3.6 如果主协议根据主协议第 8.3.6 条终止，则本协议自动终止，转让方应自终止日起 3 个工作日内向股权受让方偿还已收到的任何转让价款。
- 8.3.7 无论本协议是否有相反约定，如果主协议在所有一村相关转让方和股权受让方之间终止，则本协议自动终止。
- 8.3.8 股权受让方和转让方分别同意和确认，本第8.3 条项下约定的违约金和补偿金为经其审慎评估为合理的违约赔偿责任。
- 8.3.9 股权受让方指定收取返还的转让价款以及违约金的收款账户（“**股权受让方账户**”）信息如下：

账户名: Multek Group (Hong Kong) Limited

账号: 741-194898-838/SA-USD

开户银行: The Hongkong and Shanghai Banking Corporation Limited

8.4 终止的效力

- 8.4.1 各方同意, 相关方根据第8.3 条的约定发出终止本协议的通知之日、本协议根据第8.3 条的约定自动终止之日、股权受让方和转让方根据第8.3.1 条书面同意终止本协议之日、或者本协议根据第 8.3.6 条约定自动终止, 为本协议的终止日 (“**终止日**”)。
- 8.4.2 除本第 8.4.3 条和第8.4.4 条另有约定外, 自终止日起, 各方相互之间无须继续履行本协议, 且转让方应自终止日起 3 个工作日内向股权受让方偿还已收到的任何转让价款。
- 8.4.3 根据本协议第8.3 条的约定应向另一方支付违约金和/或补偿金的一方, 应按照本协议约定的期限向另一方足额支付违约金和/或补偿金。
- 8.4.4 在因本协议的终止导致股权受让方根据本协议第 8.3.3 条应向转让方支付违约金和/或补偿金的情形下, 转让方有权扣除股权受让方支付的转让价款中的等额部分用于抵销(i)应由股权受让方根据第 8.3.3 条支付的违约金/补偿金以及(ii)根据本协议第6.1.3 条和第6.1.4 条应由股权受让方承担的费用; 转让价款的余额部分(如有)应由转让方返还给股权受让方。
- 8.4.5 无论本协议是否有相反约定, 在任何情况下, 本协议第 1 条(定义与释义)、第6.1.3 条、第6.1.4 条、第 7 条(税费承担)、第8.3 条(协议的生效、变更与终止)、第8.4 条(终止的效力)、第 9 条(违约责任)、第 10 条(保密)、第 11 条(通知)、第 12 条(法律适用和争议解决)以及第 13 条(其他约定)应继续有效并具有约束力。
- 8.4.6 受限于本协议第 9 条的约定, 本协议的终止不影响任何一方截至本协议终止时已产生的违约责任。

第9条 违约责任

- 9.1 本协议生效后, 且受限于本协议第9.2 条和第 9.3 条约定, 任何一方 (“**违约方**”) 未能按本协议的约定履行其义务, 所作的任何陈述与保证存在

重大遗漏、失实或误导，或违反本协议约定的任何声明、承诺及保证，则构成对本协议的违约。除本协议另有约定以外，违约方应赔偿因其违约而造成另一方的全部损失。

9.2 如本协议转让方或股权受让方已按照本协议第8.3条的约定支付违约金，则无需按照本第9条之约定向相对方另行承担金钱给付违约责任；但是，在任何情况下，前述约定不妨碍股权受让方根据本协议第6.1条的约定承担重组费用的义务。

9.3 (a) 除非本协议另有约定，在交割条件全部满足或根据本协议的约定被豁免的前提下，本协议转让方未按照本协议的约定履行标的股份交割义务的，在股权受让方未行使终止权与转让方终止本协议的前提下，转让方应自收到股权受让方通知后 10 个工作日内立即改正；转让方未有合法合规的豁免理由且未在上述期限内立即改正，每逾期 1 日，转让方向股权受让方支付其根据本协议第3.1条所应取得的标的股份转让价款的万分之三/日的迟延履行金。股权受让方有权在未支付的标的股份转让价款中扣除该等迟延履行金。

(b) 除非本协议另有约定，如股权受让方未按照本协议第3.3条的约定履行任何转让价款的支付义务的，在转让方未行使终止权与股权受让方终止本协议的前提下，股权受让方应自收到转让方通知后 10 个工作日内立即改正，股权受让方未有合法合规的豁免理由且未在上述期限内立即改正，则每逾期 1 日，股权受让方向转让方支付其根据本协议第3.3条对转让方逾期未付的转让价款的万分之三/日的滞纳金。如股权受让方已提供银行付款记录证明其已支付任何一期标的股份转让价款且银行付款记录显示股权受让方填写的付款信息无误，但因不可归责于股权受让方之原因导致转让方未收到任何一期标的股份转让价款，则股权受让方免于本协议第9.3条约定的违约责任。届时，双方将就到账问题协商解决。

(c) 尽管有上述(a)款和(b)款的约定，基于本协议第9.2条制定的原则，上述(a)款和(b)款所述的迟延履行金/滞纳金金额不得超过相关的违约方的权利对象方（“**权利方**”）届时已实际支付或实际收取的转让价款（视情况而定），并且如果后续权利方因该等违约与相关违约方终止本协议，在该违约方根据第8.3条支付违约金的情况下，则无须再根据本第9.3条(a)款或(b)款支付迟延履行金或滞纳金。

9.4 本协议的任何一方均可(a)延长任何其他相对方履行其义务或做出其他行为的时间，或(b)放弃或要求任何其他相对方遵守本协议中的任何约定或实现其履行本协议中各项义务的先决条件。任何该等延期或弃权仅在由受其约束的相关方签署的书面文件中载明方为有效。对本协议任何条款或条件的放弃不应解释为将放弃追究以后违反该同一条款或条件的权利，或以后将放弃该同一条款和条件的权利，或放弃本协议任何其他条款或条件的权利。本协议任何一方未能主张其在本协议项下的任何权利不应构成该方对任何该等权利的放弃。本协议项下存在的所有权利和救济与其他可获得的任何权利或救济是累加关系而不是排除关系。

9.5 东山精密的责任

9.5.1 东山精密就股权受让方在本协议和其他交易文件项下需履行的所有义务和责任承担连带责任。

9.5.2 如果股权受让方未按时履行其在本协议和其他交易文件项下应履行的任何义务、承诺或责任，转让方有权立即要求东山精密履行股权受让方的该等义务、承诺和责任，如同东山精密为该等义务、承诺和责任的义务人。

9.5.3 为避免疑问，本第9.5条所称的“股权受让方”，包括根据本协议第13.1条受让超毅集团（香港）有限公司在本协议项下的权利义务的受让方，东山精密就该等受让方在本协议和其他交易文件项下需履行的所有义务和责任承担连带责任。

第10条 保密

10.1 无论本协议是否已终止，一方对于(i)本协议及其他交易文件之存在、签署、履行及协议内容，(ii)其因签署及履行本协议及其他交易文件而知悉或收到的有关其他方或集团公司的商业秘密、专有信息、客户信息，或其他商业、经营、财务和人事活动有关的信息，以及(iii)其作为一方的股东而知悉或收到的有关其他方或集团公司的商业秘密、专有信息、客户信息或其他商业、经营、财务和人事活动有关的信息（以下合称为“**保密信息**”）均负有保密义务。一方仅可就其履行其在本协议项下义务之目的而使用该类保密信息。未经信息披露方书面许可，任何一方不得向任何第三方泄露上述保密信息，否则应承担违约责任并赔偿损失，但向一方同意遵守本第10条项下保密义务的该一方的各自的股东、合伙人、管理人、董事、高级管理人员、雇员及专业顾问和代表披露除外，以及

一方在本次交易交割后就本次交易及其交割进行公告除外(前提是如果公告内容与东山精密的公告内容口径不一致,须提前与股权受让方善意沟通确定公告内容)。为避免疑问,于交割日起,任何与集团公司有关的保密信息亦属于收购方的保密信息,转让方应就该等保密信息承担本第 10 条项下的义务。

- 10.2 各方根据有关法律法规的规定、司法机关、证券交易所或政府部门要求对保密信息的披露,不视为对本协议项下保密义务的违反。但各方应在披露有关保密信息之前的合理时间内通知其他协议方,并且所进行的披露应限于上述规定或要求应当披露的部分。
- 10.3 无论本协议是否有其它约定,本第 10 条约定的效力不受本协议终止的影响。本协议终止后各方的保密义务持续有效。

第11条 通知

- 11.1 本协议项下发出的一切通知均应以中文书写,并以专人送达、快递、传真方式或电子邮件方式送往本协议附件十所述的各方的收件地址:
- 11.2 在本条项下作出或发出的任何通知、函件或文件:
- (1) 在以专人递送方式发出的情况下,如于不迟于送达地工作日 17:00 时被送到收件地址,则应于送到有关地址时取得签收文件视为送达;或如于迟于送达地工作日 17:00 时被送到收件地址或于送达地一非工作日任何时候被送到收件地址,则应被视为于送达地下一工作日之 09:00 时送达;或
 - (2) 如为交由一家快递公司通过快递方式邮寄的,在以预付邮资的快递方式发出的情况下,则应被视为于邮寄日起第 5 个工作日送达;或
 - (3) 在以电子邮件方式发出的情况下,则于电子邮件在发送方信箱被成功发送时视为送达。
- 11.3 任何一方有权在任何时候经书面通知其他一方后变更其接收通知的地址或其他联系方式。

第12条 法律适用和争议解决

- 12.1 本协议的订立、效力、解释、履行以及争议的解决，均适用香港法律。
- 12.2 各方同意，因本协议而产生的或与本协议有关的任何争议都将首先通过友好协商解决。争议各方无法通过协商解决争议的，任何一方可将争议提交至香港国际仲裁中心根据香港国际仲裁中心规则、由三(3)名仲裁员组成的仲裁庭在香港进行仲裁。
- 12.3 香港国际仲裁中心做出的仲裁裁决是终局的，对本协议各方有约束力。

第13条 其他约定

- 13.1 **转让。**本协议对各方的继承人和受让人有效。未经其他方的书面同意，任何一方不得转让其在本协议项下的任何权利或义务；但股权受让方和一村相关转让方友好协商确认，股权受让方有权将其本协议项下的权利和义务转让给东山精密的控股子公司而无需取得本协议其他方的书面同意。
- 13.2 **完整协议。**本协议和其他交易文件及前述文件的附件构成各方和各方的关联方之间就集团公司权益的收购以及本协议其他题旨事项的完整协议，应取代本协议任何一方或其关联方与其他一方或其关联方之间就本协议题旨事项签署的任何合同、协议、意向函或其他文件。
- 13.3 **附件和附录。**本协议的附件和附录是本协议不可分割的组成部分，与本协议正文互为补充具有同等的法律效力，本协议附件或附录与本协议冲突的，以本协议正文约定为准且须进行相应修改。
- 13.4 **可分割性。**如果本协议中的任何条款由于对其适用的法律而无效，则该条款应当视为自始不存在而不影响本协议其他条款的有效性，本协议各方应当在合法的范围内协商确定新的条款，以保证最大限度地实现原有条款的意图。
- 13.5 **简版协议。**各方同意，为便于办理本次交易相关的政府程序，各方应善意协商另行签订与本协议项下事项有关的其他任何合同、协议或文件（包括但不限于根据政府部门及/或税务申报的要求签署的简版股权转让协议及其他文件，如适用），但该等合同、协议或文件与本协议有任何矛盾或不一致之处，以本协议为准。

- 13.6 **协议文本。**本协议可签署并交付一式多份（包括通过电子邮件发送的PDF 或扫描件或通过传真方式完成的签署），每一份均为原件，但所有的签字本应构成一份文件。每份签署文本具有同等法律效力。
- 13.7 **无第三方受益人。**本协议任何明示或默示的内容均无意且不得赋予任何其他主体在本协议项下的或由于本协议而产生的任何性质的法定或衡平权利、利益或救济。

（本页以下无正文）

附件一 定义

为表述方便，在本协议中，除非文义另有所指，下列左栏中的术语或简称对应右栏中的含义或全称。

简称		释义
被剥离公司	指	Source Photonics. Inc, Source Photonics USA. Inc, Source Photonic Santa Clara, LLC, Source Photonics, LLC 以及为集团公司重组之目的由标的公司新设的开曼子公司。
ESOP	指	披露函所述的公司已经向员工发放的期权。
ESOP 解决方案	指	如主协议所定义。
代表	指	就任何主体而言，指该主体的关联方，以及该主体或其关联方各自的董事、管理人员、员工、成员、合伙人、会计师、财务顾问、律师、其他中介机构、代理人、融资方和其他代表。
法律	指	中国或中国以外的由有权的政府部门颁布的成文法、法律、法令、法规、规章、规则、准则、命令、指令、指引、司法解释、行政条例、规范性文件以及相关证券交易所的证券发行和交易规则，包括政府命令。
关联方	指	对于任何主体而言，指其直接或间接控制的任何其他主体，或者直接或间接地控制该主体或与该主体共同受控于他人的任何其他主体。
工作日	指	除星期六、星期日以及中国、香港和转让方收款银行和股权受让方付款银行所在地的法定节假日外的任何一天。
开曼	指	指开曼群岛。
合同	指	指任何具有法律约束力的合同、协议、安排、票据、债券、抵押、质押、租约、许可、特许、订单、承诺或其他类似安排、义务或文书。
集团公司	指	如主协议所定义。
控制	指	就某一主体而言，指该主体直接或间接拥有对另一主体的管理或决策作出指示的权力，无论是通过拥有股权、投票权或有表决权的证券，还是根据合同或协议安排，其中包括但不限于(a)直接或间接拥有该主体已发行的股份或股权的 50%或以上，(b)直接或间接拥有该主体 50%或以上的投票权，或(c)直接或间接有权委派该主体的董事会或类似管理机构的过半数成员。“受控”和“共同受控”具有与上述解释相关的含义。
交易文件	指	指(a) 本协议；(b) 如附件七所示内容和格式的 Instrument of Transfer；(c) 标的公司新章程。

简称		释义
权利负担	指	指任何抵押、承诺、条件、权利主张、地役权、通行权、限制、期权、留置权（法定的或其他性质的）、质押、押汇、押记、购买权、优先认购权、抵销权、第三方权利或权益、所有权保留、销售权、证券权益、自由交易限制、司法扣押或冻结、或任何性质的权利负担、或具有类似效力的任何其他类型的优先安排。
人民币	指	指人民币，中国的法定货币。
美元	指	指美元，美利坚合众国的法定货币。
美国	指	美利坚合众国。
日	指	日历日。
税费	指	由任何政府部门征收的任何类别的税金、费用、征费、税款、关税、社会保险和其他收费（连同因此收取的任何及所有利息、罚金、附加税、滞纳金、补缴税款和额外款项）。
损失	指	就某一主体而言，指该主体遭受或发生的或针对该主体提起的任何损害、损失、责任、权利要求、诉求、付款要求、判决、和解、税费、利息、费用和开支（包括但不限于合理的律师和顾问的费用和行使本协议项下求偿权的费用）。
商业秘密	指	指属于某主体所有的不为公众所知悉的、能为该主体带来经济利益的任何技术信息和经营信息，包括但不限于：研究开发、专有信息、数据（包括但不限于商业、业务、技术和财务数据）及数据库、技术、技术方案、设计、说明书、客户、供应商和合作方名单及资源、财务资料、定价与成本资料、营业与营销计划及建议、商业活动（包括但不限于财务信息、业务政策等）、发行或未发行的软件或硬件产品、市场或推广资料有关的任何保密信息（包括但不限于该等信息的任何摘录、概要或其他衍生形式的信息），不论该等信息以何种形式存储或传播；但对于上述商业秘密的所有者（“权利人”）之外的其他任何一方而言，上述商业秘密不包括：(a)该一方未利用上述商业秘密而自行研发取得的信息，和(b)该一方以合法方式从第三方处得知的信息，且第三方向该一方披露该等信息并不违反对于权利人的任何义务。
诉求	指	指任何诉讼、申诉、请求、上诉、仲裁申请、要求、权利要求、违规通知、调查、和解裁定或和解协议，或由任何政府部门提起的或向任何政府部门提起的任何权利要求、诉讼、申诉、仲裁、质询、程序或调查。
香港	指	中华人民共和国香港特别行政区。
标的公司现有章程	指	VDR 中所提供的 2024 年生效的标的公司第六版经重述和修订的章程（即，Sixth Amended and Restated

简称		释义
		Memorandum and Articles of Association of Source Photonics Holdings (Cayman) Limited)。
标的公司新章程	指	将于交割日生效的标的公司新章程，其形式和内容如 <u>附件八</u> 所示。
一村相关转让方	指	上海启澜企业管理咨询合伙企业（有限合伙）、上海麓村企业管理咨询合伙企业（有限合伙）、上海煜村企业管理咨询合伙企业（有限合伙）、上海安润企业管理咨询合伙企业（有限合伙）、Diamond Hill, L.P.、V-Capital Zhigeng International Co., Limited 的单称或合称。
责任	指	指任何种类的负债、债务、义务或责任，无论是直接的、间接的、已发生的、绝对的、或有的、未清偿的、不完整的还是其他性质的，也无论是否已到期。
政府部门	指	任何国家级、国际组织、超国家、联邦、州级、省级、地方或其他类似政府、政府性、管理性或行政性的机构、部门或委员会或任何法院、法庭或司法或仲裁机构，包括证券交易所。
政府命令	指	由任何政府部门或会同任何政府部门作出的有约束力的任何命令、令状、判决、禁令、裁定、规定、决定或裁决。
中国	指	中华人民共和国，为本协议目的，不包括香港、澳门特别行政区及台湾地区。
重大不利变化/重大不利影响		任何情况、变更或影响，而该情况、变更或影响单独地或与其他任何情况、变更或影响共同地：(i)导致集团公司的业务、运营、资产、负债（包括或有责任）、经营业绩、财务状况或前景发生或可能发生重大不利变化；(ii)导致集团公司以其目前经营或开展或拟经营或开展业务的方式、经营和开展业务的资质或能力发生或可能发生重大不利变化，且以上情形可能造成的影响所涉及的价值或金额单项或在连续十二个月内多项累计超过 724 万美元以上（不含本数）的直接经济损失；但在任何情况下，仅因集团公司重组或 ESOP 解决方案而发生的情况、变更或影响均不构成本协议下所称的“重大不利变化”或“重大不利影响”。
主体	指	任何个人、合伙、公司、有限责任公司、股份有限公司、协会、信托、合作组织、政府部门、非公司组织、其他财团法人、社团法人、非法人组织、或其他实体。
主营业务		光芯片、光组件和光模块的研发、生产和销售。
组织文件	指	任何主体的章程、规章、合伙协议、股东协议、信托协议或其他成立文件。

附加定义。在本协议中，以下术语应具有以下条款中所规定的含义：

术语	条款
“本协议”	前言
“签署日”	前言
“转让方”	前言
“股权受让方”	前言
“东山精密”	前言
“收购方”	前言
“标的公司”	鉴于
“标的股份”	鉴于
“本次交易”	鉴于
“主协议”	鉴于
“主协议出售方”	鉴于
“主交易”	鉴于
“主协议交割”	鉴于
“交割日”	第2.2.1 条
“交割”	第2.2.2 条
“转让价款”	第3.1 条
“转让方账户”	第3.2 条
“首期价款”	第3.3.1 条
“第二期价款”	第3.3.2 条
“第三期价款”	第3.3.3 条
“转让方交割条件”	第4.1 条
“股权受让方交割条件”	第4.1 条
“反垄断审查”	第4.2.2 条
“万通”	第5.3 条
“成都索尔思”	第5.3 条
“万通可转债”	第5.3 条
“万通可转债争议”	第5.3 条
“集团公司重组”	第6.1.1 条
“重组费用”	第6.1.3 条
“重组费用受偿方”	第6.1.3 条
“集团公司垫付费用”	第6.1.3 条
“非居民企业公司股东”	第6.1.3 条
“过渡期”	第6.2.1 条
“交割日前资产损失额”	第8.3.4 条
“100%股份对价”	第8.3.4 条
“股权受让方账户”	第8.3.9 条
“终止日”	第8.4 条
“违约方”	第9.1 条

术语	条款
“权利方”	第9.3(c)条
“保密信息”	第10.1 条

附件二 本次交易前标的公司股权结构

截至本协议签署日，标的公司全部已发行在外的股份结构如下¹：

序号	股东	持股类型	持股数量（股）	持股比例（%）
1.	Diamond Hill, L.P.	普通股股份	64,215,686	31.2159%
		A 轮优先股股份	4,162,483	2.0234%
		B 轮优先股股份	3,602,585	1.7513%
	小计		71,980,754	34.9905%
2.	上海启澜企业管理咨询合伙企业（有限合伙）	普通股股份	5,263,158	2.5585%
		A 轮优先股股份	297,134	0.1444%
	小计		5,560,292	2.7029%
3.	PLANETARY GEAR LIMITED	普通股股份	14,357,928	6.9795%
4.	TR Capital (Source Photonics) Limited	普通股股份	12,254,902	5.9572%
5.	Asia-IO SO2 SPV Limited	普通股股份	3,560,372	1.7307%
6.	Dark Pool Limited Partnership	普通股股份	347,954	0.1691%
7.	上海麓村企业管理咨询合伙企业（有限合伙）	A 轮优先股股份	24,705,879	12.0098%
8.	上海修承企业管理咨询合伙企业（有限合伙）	A 轮优先股股份	12,352,940	6.0049%
9.	FinTrek China Industry Power Investment Fund Limited Partnership	A 轮优先股股份	8,235,293	4.0033%

¹ 不含 ESOP 和万通可转债对应的认股权。

序号	股东	持股类型	持股数量（股）	持股比例（%）
10.	PACIFIC SMART DEVELOPMENT LIMITED	A 轮优先股股份	8,235,293	4.0033%
11.	霍尔果斯盛世创鑫股权投资合伙企业（有限合伙）	A 轮优先股股份	299,924	0.1458%
12.	上海煜村企业管理咨询合伙企业（有限合伙）	B 轮优先股股份	14,635,500	7.1145%
13.	Sunny Faith Holdings Limited	B 轮优先股股份	900,646	0.4378%
14.	上海安润企业管理咨询合伙企业（有限合伙）	C 轮优先股股份	13,672,151	6.6462%
15.	V-Capital Zhigeng International Co., Limited	C 轮优先股股份	9,429,070	4.5836%
16.	V-Capital International Holding Co., Limited	C 轮优先股股份	5,185,988	2.5210%
合计			205,714,886	100.0000%

附件三 本次交易后标的公司股权结构

在本次交易交割且主交易也交割的情况下，标的公司已发行的股份结构情况如下：

序号	股东	持股类型	持股数量（股）	持股比例（%）
1.	股权受让方	普通股股份	100,000,000	48.6110%
		A 轮优先股股份	58,288,946	28.3348%
		B 轮优先股股份	19,138,731	9.3035%
		C 轮优先股股份	23,101,221	11.2297%
	小计		200,528,898	97.4790%
2.	V-Capital International Holding Co., Limited	C 轮优先股股份	5,185,988	2.5210%
总计		---	205,714,886	100.0000%

附件四 转让方的交割交付物

1. 经标的公司注册代理核证为真实副本的标的公司的更新股东名册（Register of Members）扫描件，其中应显示股权受让方自交割日起持有交割的标的股份（原件应在交割日后三个工作日内寄出至股权受让方）；
2. 经标的公司注册代理核证为真实副本的标的公司的更新董事名册（Register of Directors）扫描件，其中应显示主协议出售方提名的四名标的公司董事于交割日离任标的公司董事职务，股权受让方委派的多名人士作为标的公司董事（该等人士于紧邻主协议交割后将构成标的公司董事会的简单多数）；
3. 转让方签署的如附件七所示内容和格式的 Instrument of Transfer 的扫描件（原件应在交割日后三个工作日内寄出至股权受让方）；
4. 转让方持有的反映其持有标的股份的股票证书原件（将交付给标的公司注册、或该转让方出具的确认其从未持有股票证书的声明）；
5. 由标的公司向股权受让方签发的股票证书扫描件，其中应显示股权受让方于交割日持有完成交割的标的股份（原件应在交割日后三个工作日内寄出至股权受让方）；
6. 批准本次交易的标的公司董事会决议和股东决议；以及批准交割后标的公司新章程和将新章程备案的标的公司董事会决议和股东决议；及
7. 根据本协议第4.4.2条和第4.4.9条的约定应转让方交付的尚未提供的文件的扫描件。

各方同意，保证方（如主协议所定义）提供上述第1、2、6项，视为转让方已提供了该等项目。

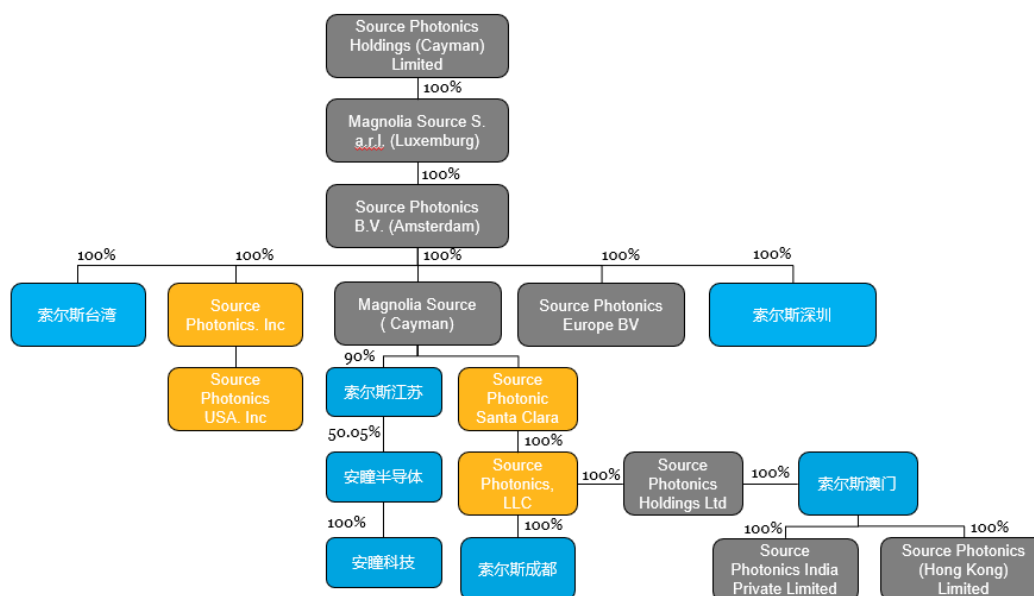
附件五 股权受让方的交割交付物

1. 由股权受让方签署的如附件七所示内容和格式的 Instrument of Transfer 的扫描件（原件应在交割日后三个工作日内寄出至转让方）；
2. 根据本协议第4.3.2 条和第 4.3.4 条的约定应交付的尚未提供的文件的扫描件。

附件六 集团公司重组方案

一、方案概述

在集团公司重组方案实施前，集团公司和被剥离公司的股权结构如下：



在一村相关转让方和股权受让方讨论集团公司重组所需条件具备之日后，通过内部股权转让、新设开曼公司、向股东分配/返还财产等方式，完成本方案的所有重组步骤，使得集团公司、被剥离公司的股权结构如本方案第四部分重组后股权结构所示。

除非文义另有所指，在本方案中所使用的词汇具有《关于 Source Photonics Holdings (Cayman) Limited 之股份转让协议》所定义的含义。

二、主要步骤

(一) 步骤一

Source Photonics, LLC 将所持有成都索尔斯特和 Source Photonics Holdings Ltd 的 100%股权转让给 Source Photonics Europe BV。

（二）步骤二

标的公司在开曼新设立一家开曼公司（“新开曼公司”）。

在新开曼公司设立后尽快，Source Photonics B.V. (Amsterdam)将其持有的 Source Photonics, Inc 的 100%股权转让给新开曼公司，以及 Magnolia Source (Cayman)将其持有的 Source Photonic Santa Clara, LLC 的 100%股权转让给新开曼公司。

（三）步骤三

在步骤一、步骤二完成后尽快，标的公司以分红、减资或转让等合法形式，将新开曼公司的全部股权向标的公司的股东进行分配、返还或转让，使得标的公司不再持有新开曼公司的任何股权。

三、其他细节

（一）关联往来清理

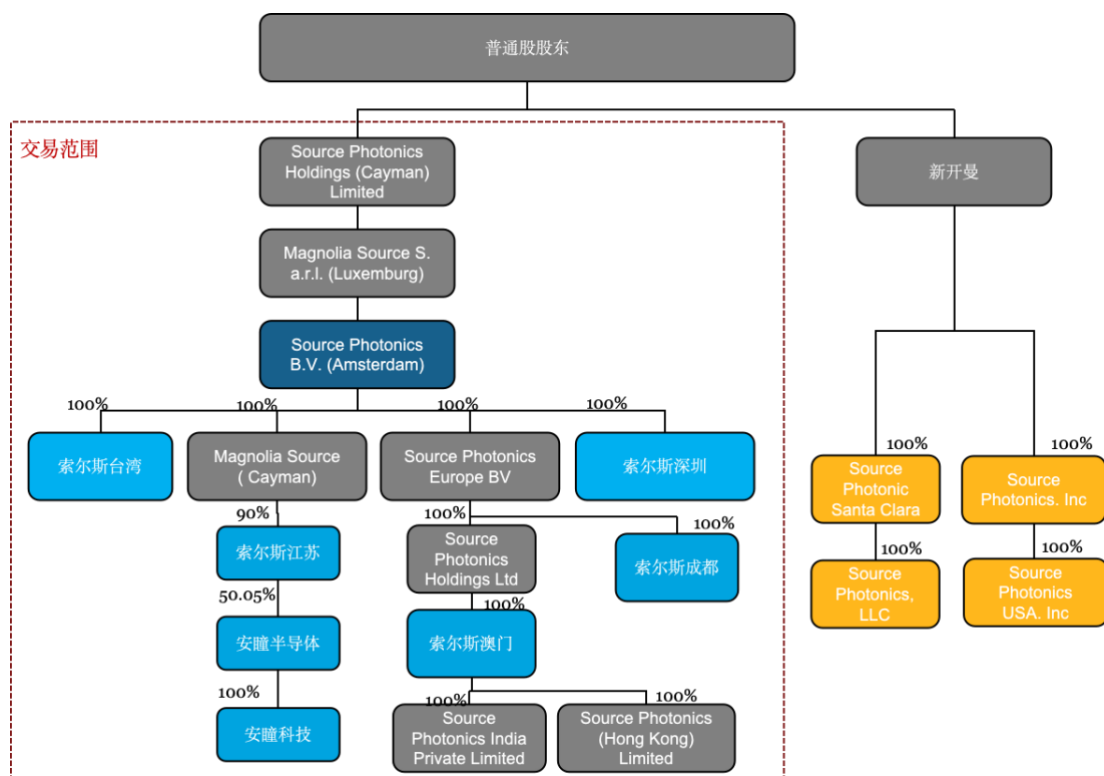
在交割前，被剥离公司与集团公司之间的债权债务，应在内部进行现金清偿或债权债务抵销。

（二）IP 授权协议

不晚于交割日，由集团公司指定主体与被剥离公司签署关于被剥离公司对集团公司授权使用 IP 的固定期限授权协议（一般不超过十年），授权费用参考市场价格，由一村相关转让方与股权受让方另行协商。

四、重组后股权结构

在本方案第一部分所列各步骤完成后，集团公司与被剥离公司的股权结构应当如下图所示：



附件七 Instrument of Transfer 范本

INSTRUMENT OF TRANSFER

Source Photonics Holdings (Cayman) Limited (the “Company”)

We 【转让方】

of 【转让方地址】

in consideration of the Sum of US Dollars 【转让价款】 paid to us by *(name in full)* 【受让方】 of *(full address)* 【受让方地址】 (hereinafter called “the said Transferee”) do hereby to the said Transferee the 【股份数】 【Voting Ordinary Share(s) /Preferred Share(s)】 numbered 【股票编号】 standing in our name in the Register of members of the Company to hold unto the said Transferee or its executors, administrators or assigns, subject to the several conditions upon which we hold the same at the time of execution hereof. And we the said Transferee do hereby agree to take the said 【股份数】 【Voting Ordinary Share(s) /Preferred Share(s)】 subject to the same conditions.

Witness our hands the 【日期】 day of 【年月】

Signed by the Transferor

In the presence of the *witness:-*

Witness’s full name 【见证人姓名】

Witness’s address 【见证人地址】

Signature: _____

【转让方】

(Transferor)

Witness’s signature _____

Signed by the Transferee

In the presence of the *witness:-*

Witness’s full name 【见证人姓名】

Witness’s address 【见证人地址】

Signature: _____

【受让方】

(Transferee)

Witness’s signature _____

附件八交割后章程

**THE COMPANIES ACT (AS AMENDED)
SEVENTH AMENDED AND RESTATED
MEMORANDUM
AND**

ARTICLES OF ASSOCIATION

OF

SOURCE PHOTONICS HOLDINGS (CAYMAN) LIMITED

(Amended by Special Resolution Dated _____, 2025)

THE COMPANIES ACT (AS AMENDED)
Company Limited by Shares

SEVENTH AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION

OF

SOURCE PHOTONICS HOLDINGS (CAYMAN) LIMITED

(Amended by Special Resolution dated _____, 2025)

1. The name of the Company is Source Photonics Holdings (Cayman) Limited.
2. The Registered Office of the Company shall be at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands or at such other place as the Directors may from time to time decide.
3. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies ACT of the Cayman Islands (as amended) (the “**Law**”), or any other law of the Cayman Islands.
4. The Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this section shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
5. The liability of each Shareholder is limited to the amount from time to time unpaid on such Shareholder’s Shares.
6. The authorized share capital of the Company is US\$50,000.00 divided into (i) 160,000,000 Voting Participating Ordinary Shares of a par value of US\$0.0001 each; (ii) 35,000,000 Employee Ordinary Shares of a par value of US\$0.0001 each; (iii) 130,000,000 Class A Preferred Shares of a par value of US\$0.0001 each; (iv) 100,000,000 Class B Preferred Shares of a par value of US\$0.0001 each; (v) 35,000,000 Class C Preferred Shares of a par value of US\$0.0001 each; and (vi) 40,000,000 Class D Preferred Shares of a par value of US\$0.0001 each, provided always that subject to the Law and the Articles of Association the Company shall have

power to redeem or purchase any of its shares and to sub-divide or consolidate the said shares or any of them and to issue all or any part of its capital whether original, redeemed, increased or reduced with or without any preference, priority, special privilege or other rights or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide every issue of shares whether stated to be ordinary, preference or otherwise shall be subject to the powers on the part of the Company hereinbefore provided.

7. The Company may exercise the power contained in Section 206 of the Law to deregister in the Cayman Islands and be registered by way of continuation in some other jurisdiction.

THE COMPANIES ACT (As Amended)
Company Limited by Shares

SEVENTH AMENDED AND RESTATED
ARTICLES OF ASSOCIATION

OF

SOURCE PHOTONICS HOLDINGS (CAYMAN) LIMITED

(Amended by Special Resolution dated _____, 2025)

Interpretation

1. In these Articles Table A in the First Schedule to the Companies Act (As Amended) does not apply and, unless there is something in the subject or context inconsistent therewith:

"Articles" means these articles of association of the Company as originally adopted or as from time to time altered by Special Resolution.

"Auditor" means the person for the time being performing the duties of auditor of the Company (if any). The Auditor shall not be deemed to be an officer of the Company pursuant to these Articles or any agreement entered into between the Company and the Auditor.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by any applicable law or executive order to be closed in the PRC, Hong Kong, the British Virgin Islands, or the Cayman Islands.

"Company" means Source Photonics Holdings (Cayman) Limited.

"Directors" means the directors for the time being of the Company, or as the case may be, the directors assembled as a board or as a committee thereof.

"Dividend" includes an interim dividend.

"Electronic Record" has the same meaning as in the Electronic Transactions Law.

"Electronic Transactions Law"	means the Electronic Transactions Law (2003 Revision) of the Cayman Islands.
"Employee Ordinary Shares"	means, collectively, the ordinary shares in the capital of the Company, par value US\$0.0001 per share, having the rights and being subject to the restrictions as provided for under these Articles with respect to such shares, and each, an "Employee Ordinary Share".
"Functional Currency"	means, with respect to the Shares of any class, such currency as the Directors may from time to time determine as being the currency in which such Shares shall be subscribed, valued and/or redeemed pursuant to these Articles notwithstanding the currency of the par value thereof.
"Law"	means the Companies Act (As Amended) of the Cayman Islands, as the same may be further amended or revised from time to time.
"Member"	has the same meaning as in the Law.
"Memorandum"	means the memorandum of association of the Company as originally adopted or as from time to time altered by Special Resolution.
"Ordinary Resolution"	means a resolution passed by Members holding a simple majority of the Voting Shares, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution.
"Ordinary Shares"	means, collectively, the Voting Participating Ordinary Shares and the Employee Ordinary Shares, and each, an "Ordinary Share". For the avoidance of doubt, in these Articles the expressions "Ordinary Share" shall include a fraction of a Share.
"Preferred Shares"	means, collectively, the Class A Preferred Shares, the Class B Preferred Shares, the Class C Preferred Shares, and the Class D Preferred Shares, and each, a " Preferred Share ".
"PRC"	means the People's Republic of China, but solely for the purposes hereof excludes the Hong Kong Special Administrative Region, Macau Special Administrative Region and the territory of Taiwan.

"Register of Members"	means the register maintained in accordance with the Law and includes (except where otherwise stated) any duplicate Register of Members.
"Registered Office"	means the registered office for the time being of the Company located in the Cayman Islands.
"Seal"	means any common seal of the Company and includes any duplicate seal or facsimile seal.
"Share" and "Shares"	means a share or shares in the capital of the Company issued subject to and in accordance with the provisions of the Law and these Articles (including the Ordinary Shares and Preferred Shares), and having the rights and being subject to the restrictions as provided for under these Articles with respect to such Share. All references to "Shares" herein shall be deemed to be Shares of any or all classes or series as the context may require and shall include a fraction of a share.
"Share Premium Account"	means the share premium account established in accordance with these Articles and the Law.
"Special Resolution"	means a resolution passed by Members holding at least two thirds (2/3) of the Voting Shares, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution.
"Voting Participating Ordinary Shares"	means any voting and participating ordinary share in the capital of the Company, par value US\$0.0001 per share, and having the rights and being subject to the restrictions as provided for under these Articles with respect to such Share. For the avoidance of doubt, in these Articles the expressions " Voting Participating Ordinary Share " shall include a fraction of a Voting Participating Ordinary Share.
"Voting Shares"	means, collectively, the Voting Participating Ordinary Shares and the Preferred Shares, and each, a " Voting Share ".

2. In these Articles:

- i. words importing the singular number include the plural number and vice versa;
- ii. words importing the masculine gender include the feminine gender;
- iii. words importing persons include corporations;
- iv. reference to "in writing" shall be construed as written or represented by any means reproducible in writing, including any form of print, lithograph, email, facsimile, photograph or telex or represented by any other substitute or format for storage or transmission for writing or partly one and partly another;
- v. references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;
- vi. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- vii. all headings are inserted for reference only and shall be ignored in construing these Articles.

Commencement of Business

3. The business of the Company may be commenced as soon after incorporation as the Directors shall see fit.

Shares

4. Subject to applicable laws of the Cayman Islands and subject to the provisions, if any, in that behalf of the Memorandum and without prejudice to any rights previously conferred on the holders of existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of share capital or otherwise as the Company may, from time to time in a general meeting determine, and to such persons, at such times and on such other terms as the Directors think proper.
5. The Directors may authorise the division of Shares into any number of classes and series and the different classes and series shall be authorised, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different classes and series (if any) and the relevant Functional Currency thereof shall be fixed and determined by the Directors. The pro rata portion of the Company's assets that may be attributed to each class or series may be invested

together with the pro rata portion of the Company's assets that may be attributed to each other class or series as designated from time to time.

6. The Directors may refuse to accept any application for Shares, and may accept any application in whole or in part, for any reason or for no reason.
7. The Company shall not issue Shares to bearer.
8. The Directors may resolve to accept non-cash assets in satisfaction (in whole or in part) of the subscription price or the issue price of any Shares.

Variation of Rights Attached to Shares

9. If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may be varied with the consent in writing of the holders of not less than two-thirds of the issued Shares of that class, or with the sanction of a resolution passed by at least a two-thirds majority of the holders of Shares of the class present in person or by proxy at a separate general meeting of the holders of the Shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, but so that the necessary quorum shall be one or more persons at least holding or representing by proxy one-third in nominal or par value amount of the issued Shares of the relevant class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those Members who are present shall form a quorum) and that, subject to any rights or restrictions for the time being attached to the Shares of that class, every Member of the class present in person or by proxy shall on a poll have one vote for each Share of the class held by him.
10. For the purposes of convening and holding a meeting pursuant to the preceding Article, the Directors may treat all the classes or any two or more classes as forming one class if they consider that the variation or abrogation of the rights attached to such classes proposed for consideration at such meeting is the same variation or abrogation for all such relevant classes, but in any other case shall treat them as separate classes.
11. The rights conferred upon the holders of the Shares of any class shall not be deemed to be materially adversely varied or abrogated by, *inter alia*, the creation, allotment or issue of further Shares ranking *pari passu* with or subsequent to them, the redemption or purchase of any Shares, the conversion of Shares or by the passing of any Directors' resolution to change or vary any investment objective, investment technique and strategy and/or investment policy in relation to a class of Shares or any modification of the fees payable to any service provider to the Company.

Register of Members

12. The Company shall maintain or cause to be maintained the Register of Members.

13. For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed thirty days. If the Register of Members shall be closed for the purpose of determining Members entitled to notice of, or to vote at, a meeting of Members the Register of Members shall be closed for at least ten days immediately preceding the meeting.
14. In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or in order to make a determination of Members for any other purpose.
15. If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Dividend, the date on which notice of the meeting is sent or the date on which the resolution of the Directors declaring such Dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

Certificates

16. A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors. The Directors may authorise certificates to be issued with the authorised signature(s) affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to these Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.
17. The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
18. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee as determined by the directors, if any, and on such terms, if any, as to the evidence and indemnity, as the Directors think fit.

Lien

19. The Company shall have a lien on every Share (not being a fully-paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a lien on all Shares (other than fully-paid Shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may, at any time, declare any share to be wholly or in part exempt from this Article. The Company's lien, if any, on any Share shall extend to all dividends payable thereon.
20. The Company may sell, in such manner as the Directors think fit, any Shares in which the Company has a lien, but no sale shall be made unless some amount in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the persons entitled thereto by reason of his death or bankruptcy.
21. For giving effect to any such sale the Directors may authorize some person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
22. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the Shares prior to the sale) be paid to the person entitled to the Shares at the date of the sale.

Calls on Shares

23. The Directors may, from time to time, make calls upon the Members in respect of any moneys unpaid on their Shares.
24. Each Member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his Shares.
25. The joint holders of a Share shall be jointly and severally liable to pay calls in respect thereof.
26. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of six per cent per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

27. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
28. The Directors may make arrangements on the issue of Shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
29. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any Shares held by him; and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be agreed upon between the Member paying the sum in advance and the Directors.

Transfer and Transmission of Shares

30. The instrument of transfer of any Share shall be executed by or on behalf of the transferor (and if the Directors so require, signed by the transferee) and the transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the Register of Members in respect thereof.
31. Subject to applicable laws of the Cayman Islands and these Articles, Shares may be transferred in any usual or common form approved by the Directors. Notwithstanding anything to the contrary, any direct or indirect sale, transfer, assignment or disposal of any Employee Ordinary Share to any third party or to any other holder of Shares, whether directly or indirectly, or creation of any security encumbrance over any Employee Ordinary Share shall be subject to the prior written consent or the affirmative vote of the majority of the Board of the Directors then in office.
32. The Directors may also suspend the registration of transfers at such time and for such periods as they may determine and may decline to register any transfer of Shares for any reason as they may from time to time determine, provided that if the Director(s) refuse to register a transfer of any Shares, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
33. The legal personal representative of a deceased sole holder of a Share shall be the only person that may be recognized by the Company as having title to the Share. In the case of a Share registered in the name of two or more holders, the survivor or the legal personal representative of the deceased survivor shall be the only person recognized by the Company as having title to the Share.
34. Any person becoming entitled to a Share in consequence of the death or bankruptcy of a Member shall, upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a Member in respect of the Share or, instead of being registered himself, to make

such transfer of the Share as the deceased or bankrupt person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt person before the death or bankruptcy.

35. A person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
36. The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by these Articles or the Law) any other rights in respect of any Share other than an absolute right to the entirety thereof in the registered holder.

Forfeiture of Shares

37. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on such Member requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
38. Such notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made will be liable to be forfeited.
39. If the requirements of such notice are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
40. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
41. A person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the Shares, but his liability shall cease if and when the Company receives payment in full of the nominal amount of the Shares.

42. A statutory declaration in writing that the declarant is a Director of the Company, and that a Share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share. The Company may receive the consideration, if any, given for the Share on any sale or disposition thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed of and he shall thereupon be registered as the holder of the Share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.
43. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a Share becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
44. The Company may, by Ordinary Resolution, convert any paid-up Shares into stock, and reconvert any stock into paid-up Shares of any denomination.
45. The holders of stock may transfer the same, or any part thereof, in the same manner and subject to the same terms as and subject to which the Shares from which the stock arose might prior to the conversion have been transferred, or as near thereto as circumstances admit; but the Directors may, from time to time, fix the minimum amount of stock transferrable and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the nominal amount of the Shares from which the stock arose.
46. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the Shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by any such aliquot part of stock as would not, if existing Shares, have conferred that privilege or advantage.
47. Such of the regulations of the Company as are applicable to paid-up Shares shall apply to stock, and the words “share” and “member” therein shall include “stock” and “stockholder”.

Alteration of Capital and Changes to Memorandum and Articles of Association

48. The Company may, from time to time by Ordinary Resolution, increase the share capital by such sum, to be divided into Shares of such amount, as the resolution shall prescribe.
49. All new Shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the Shares in the original share capital.

50. The Company may, by Ordinary Resolution:
- i. consolidate and divide all or any of its share capital into Shares of a larger amount than its existing Shares;
 - ii. sub-divide its existing Shares, or any of them, into Shares of smaller amounts than is fixed by the Memorandum; and
 - iii. cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
51. Subject to any authorization or consent required by the Law or these Articles, the Company may by Special Resolution:
- i. change its name;
 - ii. alter or add to these Articles;
 - iii. alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and
 - iv. reduce its share capital and any capital redemption reserve fund.

Redemption and Repurchase of Shares

52. Subject to the provisions of the Law, the Company may issue Shares on terms that they are to be redeemed or are liable to be redeemed at the option of the Company or at the option of a Member, on such terms and in such manner as the Directors may, at the time of or before the issue of such Shares, determine, or as may otherwise be determined from time to time.
53. The Directors may levy a charge of such amount as they may from time to time determine on the redemption of Shares of any class or series which are redeemed within such periods of the date of issue or in such other circumstances as the Directors may from time to time determine. Such charge may be waived by the Directors or paid to the Company or to such other person as the Directors may determine.
54. The timing of payments to a redeeming Member of the redemption proceeds to which such redeeming Member is entitled upon a redemption of Shares pursuant to these Articles, the amounts of each such payment, the currency in which such redemption proceeds shall be paid and the extent to which amounts may be withheld therefrom and the interest (if any) to be applied thereto shall be determined by the Directors from time to time.
55. Amounts payable to a redeeming Member in connection with the redemption of Shares may be paid in cash (unless the Directors determine to pay the redemption price (or any amount thereof) by way of delivery of assets in specie) and normally will be posted or sent by wire transfer upon the redeeming Member's request and at his expense.

56. The nominal value of Shares may be redeemed out of the proceeds arising from the issue of an equal number of Shares and the premium (if any) on such Shares shall be paid from the Share Premium Account provided always that at the discretion of the Directors such Shares may be redeemed out of the profits of the Company which would otherwise have been available for dividends and any premiums thereon may be paid out of the profits of the Company or, if permitted by the Law, out of capital.
57. Upon the redemption of a Share being effected pursuant to these Articles, the redeeming Member shall cease to be entitled to any rights in respect thereof (excepting always the right to receive a dividend which has been declared in respect thereof prior to such redemption being effected or any redemption proceeds payable under these Articles) and accordingly his name shall be removed from the Register with respect thereto and the Share shall be available for re-issue as an unclassified Share and until re-issue shall form part of the unissued share capital of the Company.
58. Upon the redemption of any Shares being effected pursuant to these Articles, the Directors shall have the power to divide in specie the whole or any part of the assets of the Company and appropriate such assets in satisfaction or part satisfaction of the redemption price to one or more redeeming Members or Members being compulsorily redeemed on such terms as they may determine.
59. Subject to the provisions of the Law, the Company may purchase its own Shares (including any redeemable Shares) on such terms and in such manner as the Directors may determine and agree with a Member.

General Meetings

60. A general meeting shall be held once in every calendar year at such time and place as may be resolved by the Company in general meeting, or in default, at such time in the third month following that in which the anniversary of the Company's incorporation occurs, and at such place as the Directors shall appoint.
61. General meetings shall also be convened on the requisition in writing of any Member or Members entitled to attend and vote at general meetings of the Company holding at least twenty percent of the paid up voting share capital of the Company deposited at the Registered Office specifying the objects of the meeting for a date no later than five days from the date of deposit of the requisition signed by the requisitionists, and if the Directors do not convene such meeting for the date specified by the requisitionists, the requisitionists themselves may convene the general meeting in the same manner, as nearly as possible, as that in which general meetings may be convened by the Directors, and all reasonable expenses incurred by the requisitionists as a result of the failure of the Directors to convene the general meeting shall be reimbursed to them by the Company.

62. The Directors may, whenever they think fit, convene an extraordinary general meeting. If, at any time, there are not sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

Notice of General Meetings

63. At least five days' notice (exclusive of the day on which notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, day and hour of meeting and, in case of special business, the general nature of that business shall be given in the manner hereinafter provided, or in such other manner, if any, as may be prescribed by the Directors or the Company in general meetings, to such persons as are, under the Articles, entitled to receive such notices from the Company, but with the consent of seventy-five per cent of the Members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those Members may think fit.
64. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any Member shall not invalidate the proceedings at any meeting.

Proceedings at General Meetings

65. All business shall be deemed special that is transacted at any extraordinary general meeting, and also all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, consideration of the accounts, balance sheets, an ordinary report of the Directors or Auditors, the appointment and removal of Directors and the fixing of the remuneration of the Auditors.
66. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, the quorum shall be one or more persons holding or representing by proxy at least a majority of the Voting Shares.
67. If, within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Member or Members present and entitled to vote shall form a quorum.
68. Participation in any general meeting of the Company may be by means of a telephone or similar communication equipment by way of which all persons

participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.

69. The chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company.
70. If there is no such chairman, or if at any general meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, any Director or person nominated by the Directors shall preside as chairman, failing which the Members present or by proxy shall choose any person present to be chairman of that meeting.
71. The chairman may, with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting, or adjourned meeting, is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
72. The Directors may cancel or postpone any duly convened general meeting, except for general meetings requisitioned by the Members in accordance with these Articles, for any reason or for no reason, upon notice in writing to Members. A postponement may be for a stated period of any length or indefinitely as the Directors may determine.
73. At any general meeting a resolution put to the vote of the meeting shall be decided by poll and not on a show of hands.
74. A poll shall be taken in such manner as the chairman directs.
75. In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.
76. A poll shall be taken on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith; a poll on any other question shall be taken at such time as the chairman of the meeting directs.

Votes of Members

77. On a poll, every holder of Shares present in person and every person representing such a Member by proxy shall have one (1) vote for each Voting Share of which he is a holder.

78. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.
79. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, by his committee or other person in the nature of a committee appointed by that court, and any such committee or other person may, on a poll, vote by proxy.
80. No Member shall be entitled to vote at any general meeting of the Company unless all calls or other sums presently payable by him in respect of his voting Shares in the Company have been paid.
81. On a poll votes may be given either personally or by proxy.
82. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under Seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.
83. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting (subject to the discretion of the Directors to reduce this period from forty-eight hours to the time of the holding of the meeting) at which the person named in the instrument proposes to vote, and in default the instrument of proxy may not be treated as valid.
84. An instrument appointing a proxy may be in any usual or common form as the Directors may approve.
85. [Reserved]
86. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings of the Company (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

Corporations Acting by Representatives at Meetings

87. Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as

its representative at any meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member of the Company.

Directors

88. The authorised number of Directors on the Board shall be eight (8) or more, however, the Company may, from time to time change this limit by way of an Ordinary Resolution of the Company passed in general meeting.
89. The remuneration of the Directors shall, from time to time, be determined by the Board of Directors. The Directors may also be reimbursed for any reasonable traveling or other expenses in connection with attendance at any meetings.
90. The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed, a Director is not required to hold Shares.

Powers and Duties of Directors

91. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in getting up and registering the Company and may exercise all such powers of the Company as are not, by Law or these Articles, required to be exercised by the Company in general meeting, subject nevertheless, to any regulation of these Articles, to the Law and to such regulations, being not inconsistent with the aforesaid regulations or Law, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
92. The Directors may, from time to time, appoint one or more of their number to the office of managing director or some other person, whether or not being a Director, as manager for such term and at such remuneration as they may think fit; but where the person is a Director, his appointment as managing director or manager shall be subject to determination ipso facto if he ceases from any cause to be a Director, or if the Company in general meeting resolves that his tenure of office of managing director or manager be determined. Any other person appointed as manager is also subject to such determination.
93. Regarding any expenses that may be incurred in getting up and registering the Company as referred to in these Articles, the Directors may pay for such expenses out of the capital or any other monies of the Company. Any such expenses may be amortized over such period as the Directors may determine.
94. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

95. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.
96. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
97. The Directors shall cause minutes to be made in books provided for the purpose-
 - i. of all appointments of officers made by the Directors;
 - ii. of the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and
 - iii. of all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

Seal

98. A Seal, if the Directors determine to have one, of the Company shall not be affixed to any instrument except by the authority of a resolution of the Directors, and in the presence of a Director or such other person as the Directors may appoint for the purpose; and that Director or other person as aforesaid shall sign every instrument to which any seal of the Company is so affixed in their presence.
99. The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.
100. A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

Disqualification of Directors

101. The office of a Director shall be vacated if:
 - i. he becomes bankrupt;
 - ii. he is found to be or becomes of unsound mind;
 - iii. he resigns his office by notice in writing to the Company; or
 - iv. he dies.

Change of Directors

102. Subject to applicable laws, the Company may by Ordinary Resolution appoint any person to be a Director or may by Ordinary Resolution remove any Director.
103. Subject to applicable laws, the Directors may appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

Proceedings of Directors

104. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
105. A Director (or his alternate or any other office of the Company) may, at any time, summon a meeting of the Directors by at least seven days' notice in writing to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held.
106. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be at least a majority of the member of the Directors.
107. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote and shall, if his appointor is not present, be counted in the quorum.
108. A person may participate in a meeting of the Directors or committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is at the start of the meeting.
109. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.
110. The Directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed

for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

111. A Director but not an alternate Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.
112. A resolution in writing (in one or more counterparts) signed by all the Directors or all the members of a committee of Directors (an alternate Director being entitled to sign such a resolution on behalf of his appointor) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.
113. The Directors may delegate any of their powers to committees consisting of such member or members of the body of Directors as the Directors think fit; any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
114. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
115. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of the votes of the members present and, in the case of an equality of votes, the chairman shall have a second or casting vote.
116. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director (including his alternate) shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or his alternate Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or alternate Director as the case may be.
117. A Director of the Company who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

Declaration of Directors' Interests

118. A Director may hold any other office or place of profit under the Company in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.
119. A Director shall not enter into a contract in a non-officer position as Auditor of the Company.
120. A Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or alternate Director.
121. A Director or alternate Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.
122. No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.
123. A general notice that a Director or alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

Delegation of Directors' Powers To Persons Other Than Committees

124. The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.
125. The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the

Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.

126. The Directors may appoint such officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer may be removed by resolution of the Directors or Members.
127. The Directors may appoint any one or more persons to act, or remove any one or more persons from so acting, as service providers to the Company and the Directors may entrust to and confer upon such persons any of the powers exercisable by them as Directors upon such terms and conditions including the right to remuneration payable by, and indemnification from, the Company and with such restrictions and with such powers of delegation as they may determine and either collaterally with or to the exclusion of their own powers. Any such provider may be appointed or removed by the Directors at any time without notice to, or the consent of, the Members.

Appointment of Alternates

128. Any Director (other than an alternate Director) may by writing appoint any other Director, or any other person willing to act, to be an alternate Director and by writing may remove from office an alternate Director so appointed by him.
129. An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at every such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence.
130. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.
131. Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
132. An alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

Dividends and Reserve

133. Subject to the Law and this Article, the Directors may declare Dividends and distributions on Shares in issue and authorise payment of the Dividends or distributions out of the funds of the Company lawfully available therefor. No Dividend or distribution shall be paid except out of the realised or unrealised profits of the Company, or out of the Share Premium Account or as otherwise permitted by the Law.
134. Except as otherwise provided by the rights attached to Shares, all Dividends shall be declared and paid according to the par value of the Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date, that Share shall rank for Dividend accordingly.
135. The Directors may deduct from any Dividend or distribution payable to any Member all sums of money (if any) then payable by him to the Company on account of calls or otherwise.
136. The Directors may declare that any Dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.
137. Any Dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, bonuses, or other monies payable in respect of the Share held by them as joint holders.
138. No Dividend or distribution shall bear interest against the Company.
139. Any Dividend which cannot be paid to a Member and/or which remains unclaimed after six months from the date of declaration of such Dividend may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend shall remain as a debt due to the Member. Any Dividend which remains unclaimed after a period of six years from the date of declaration of such Dividend shall be forfeited and shall revert to the Company.

Capitalisation

140. The Directors may capitalise any sum standing to the credit of any of the Company's reserve accounts (including the Share Premium Account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of Dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

Share Premium Account

141. The Directors shall in accordance with the Law establish a Share Premium Account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.
142. There shall be debited to any Share Premium Account on the redemption or purchase of a Share the difference between the nominal value of such Share and the redemption or purchase price, provided always that at the discretion of the Directors such sum may be paid out of the profits of the Company or, if permitted by the Law, out of capital.

Accounts

143. The Directors shall cause proper books of account to be kept with respect to-
- i. all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place; and
 - ii. all sales and purchases of goods by the Company and the assets and liabilities of the Company.
144. In accordance with the Law, proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
145. The books of account shall be kept at such place or places as the Directors think fit and shall always be open to inspection of the Directors.

146. The Directors shall, from time to time, determine whether and to what extent, at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account, book or document of the Company except as conferred by law or authorized by the Directors of the Company in general meeting.
147. At the ordinary general meeting in every year the Directors may cause to be prepared and may lay before the Company a profit and loss account and a balance sheet for the period since the preceding account or, (in the case of the first ordinary general meeting) since the commencement of business by the Company, made up to a date not more than six months before such meeting.
148. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting together with a copy of the Auditor's report, at any time prior to the date of the meeting, be sent to all persons entitled to receive notices of general meetings of the Company.

Audit

149. The Directors may, on behalf of the Company, enter into a contract with an Auditor who shall remain the Auditor of the Company until removed from office by a resolution of the Directors, and may fix his or their remuneration.
150. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.
151. Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an ordinary company, and at the next extraordinary general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an exempted company, and at any other time during their term of office, upon request of the Directors or any general meeting of the Members.
152. No Auditor shall be deemed to be an officer or Director of the Company for any reason and no Director or officer of the Company may act as Auditor.
153. In not being an officer, no Auditor shall have the benefit of any of the indemnity provisions of these Articles.

Notices

154. Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex, fax or e-mail to

him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member). Any notice, if posted from one country to another, is to be sent airmail.

155. Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays) following the day on which the notice was posted. Where a notice is sent by cable, telex or fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by e-mail service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.
156. A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under these Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
157. Notice of every general meeting shall be given in any manner hereinbefore authorised to every person shown as a Member in the Register of Members on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

Winding Up

158. If the Company shall be wound up, and the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the par value of the Shares held by them.

If in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

159. If the Company shall be wound up the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Law, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

Indemnity

160. Every Director, officer or servant of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities incurred by him (a) in the conduct of the Company's business, or (b) in the discharge of his duties, provided that no Director, officer or servant of the Company shall be liable (c) for the acts, defaults or omissions of any other Director, officer or servant of the Company, or (d) by reason of his having joined in any receipt for money not received by him personally, or (e) for any loss on account of defect of title to any property acquired by the Company, or (f) on the account of the insufficiency of any security in or upon which any moneys of the Company shall be invested, or (g) for any loss incurred through any bank, broker or other agent, or (h) for any loss occasioned by any error of judgment or oversight on his part, or (i) for any loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonesty, willful default or actual fraud.
161. Any Director, officer or servant of the Company seeking the benefit of the foregoing indemnity provision may apply to the Company for an advance of reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought. In connection with any advance of any expenses actually approved by a resolution of the Directors, the person seeking the indemnification shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or

other final adjudication that such person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by such person.

162. The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.
163. No Auditor shall be deemed to be a director, an officer or servant of the Company for the purpose of the foregoing provisions and no Auditor shall have the benefit of the foregoing indemnity provisions.

Financial Year

164. Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31 December in each year and, following the year of incorporation, shall begin on 1st January in each year.

Transfer by way of Continuation

165. Subject to the provisions of the Law and with the approval of a Special Resolution, the Company shall have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

Registered Office

166. Subject to applicable laws, the Company may by resolution of the Directors change the location of its Registered Office.

附件九 交割条件满足确认函

A：由转让方出具的交割条件满足确认函

交割条件满足确认函

[*]年[*]月[*]日

根据[转让方]、[股权受让方]及其他相关方签署的《股份转让协议》（经不时修订或者修改，以下称“**股份转让协议**”）第4.4.9条的约定，转让方特此出具本交割条件满足确认函（“**本确认函**”）以证明如下事项：

1. 转让方在股份转让协议项下所作出的所有陈述和保证在股份转让协议签署日至本确认函出具之日在重大实质方面均为真实及准确、完整且无误导，且未实质违反股份转让协议所列的其应于本确认函出具之日或之前予以履行或遵守的承诺、义务和约定。
2. 截止本确认函出具之日，股份转让协议第4.2条和第4.4条项下各项交割前提条件均已满足。

本确认函中未特别定义的用语与股份转让协议及其附件中的用语具有同样的含义。

有鉴于此，转让方于文首载明日期签署本确认函。

本确认函自签署之日起生效。

[本页以下无正文，签字页随附]

[本页无正文，为《交割条件满足确认函》签字页]

[转让方]

签字：_____

姓名：

职务：

B：由股权受让方出具的交割条件满足确认函

交割条件满足确认函

[*]年[*]月[*]日

根据[转让方]、[股权受让方]及其他相关方签署的《股份转让协议》（经不时修订或者修改，以下称“**股份转让协议**”）第4.3.4条的约定，股权受让方特此出具本交割条件满足确认函（“**本确认函**”）以证明如下事项：

1. 股权受让方在股份转让协议项下所作出的所有陈述和保证在股份转让协议签署日至本确认函出具之日在重大实质方面均为真实及准确、完整且无误导，且未实质违反股份转让协议所列的其应于本确认函出具之日或之前予以履行或遵守的承诺、义务和约定。
2. 截止本确认函出具之日，股份转让协议第4.2条和第4.3条项下各项交割前提条件均已满足。

本确认函中未特别定义的用语与股份转让协议及其附件中的用语具有同样的含义。

有鉴于此，股权受让方于文首载明日期签署本确认函。

本确认函自签署之日起生效。

[本页以下无正文，签字页随附]

[本页无正文，为《交割条件满足确认函》签字页]

[股权受让方]

签字：_____

姓名：

职务：

附件十 各方通知信息

主体	联系人	通讯地址	联系电话	电子邮箱
<p>股权受让方:</p> <p>超毅集团（香港）有限公司</p>	刘梦实	江苏省苏州市吴中区太湖东路99号运河小镇总部产业园12号楼	15501367159	colton.liu@dsbj.com
<p>东山精密:</p> <p>苏州东山精密制造股份有限公司</p>	刘梦实	江苏省苏州市吴中区太湖东路99号运河小镇总部产业园12号楼	15501367159	colton.liu@dsbj.com
<p>转让方:</p> <p>PACIFIC SMART DEVELOPMENT LIMITED</p>	Mable Lo 羅滿芳	Unit 902, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong	+852 21162659	mable.lo@jsnfgroup.com

(本页无正文，系《关于 Source Photonics Holdings (Cayman) Limited 之股份转让协议》之签署页)

转让方：PACIFIC SMART DEVELOPMENT LIMITED

签字：_____

姓名：石明



(本页无正文，系《关于 Source Photonics Holdings (Cayman) Limited 之股份转
让协议》之签署页)

股权受让方/收购方：超毅集团（香港）有限公司

签字：  _____

姓名：王旭

(本页无正文，系《关于 Source Photonics Holdings (Cayman) Limited 之股份转
让协议》之签署页)

收购方：苏州东山精密制造股份有限公司

签字：_____

姓名：袁永刚

