

Party A signed on 4 Sep 25

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into on this 2nd day of September, 2025, by and between:

1. **CCIAM Engineering (PRC) Limited**, a company duly incorporated under the laws of Hong Kong, with Business Registration Number: 76743470, and having its principal place of business at Unit 1102, 11/F., Tower 1 Lippo Centre, 89 Queensway Admiralty, Hong Kong (hereinafter referred to as "**Party A**");
2. **Key Action Limited**, a company duly incorporated under the laws of the British Virgin Islands, with Company Number: 2127269 and having its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands and correspondence address at Unit A, 12/F., Tower B, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong (hereinafter referred to as "**Party B**");

RECITALS:

- (A) 深圳市万维博新能源技术有限公司 ("万维") manufactures electric scooters and related charging components in Asia under the brand name "Flight Mart" and "飛媽" (FM).
- (B) CCIAM Future Energy Limited, a company listed on the Hong Kong Stock Exchange (Stock Code: 0145) ("**CCIAM 0145**"), is principally engaged in the design and provision of energy-saving solutions.
- (C) CCIAM 0145 is the 100% ultimate beneficiary of Party A.
- (D) 万维 intends to authorize Party B to import, market, sell, and service FM's products in Asia.
- (E) Party A, on behalf of CCIAM 0145, intends to invest in Party B's operations and assist in the localization and expansion of FM's manufacturing and distribution in Asia.

NOW, THEREFORE, the Parties agree as follows:

1. AUTHORIZATION AND RIGHTS GRANTED

- 1.1. 万维 authorizes Party B to import electric scooter components and charging components from China for the purpose of assembly and resale in Asia.
- 1.2. 万维 grants to Party B the exclusive rights in Asia to:
 - (a) market and distribute FM's products;
 - (b) provide after-sales services; and
 - (c) use FM's intellectual property, including brand name, advertising materials, goodwill, and marketing content.

2. OBLIGATIONS OF PARTY A

- 2.1. Party A agrees to form business cooperation with Party B to support:
- (a) the establishment and operation of FM's assembly line in Asia;
 - (b) the implementation and expansion of Party B's business plan mentioned above.
- 2.2. Party A shall provide CAPEX, technical expertise and transfer relevant technologies to facilitate the charging and servicing of FM's products in Asia.
- 2.3. All investments and related activities shall be subject to the approval of Party A and/or CCIAM 0145 based on Party B's annual budget and business plan.
- 2.4. All major capital expenditures, financing arrangements, and key operational decisions in this business cooperation shall be subject to prior written approval by Party A.

3. FINANCIAL PROJECTIONS

- 3.1. Party B guarantees Party A shall receive orders in accordance with the following Revenue Forecast:

Average Unit Price (HKD): \$20,000

Year	Unit Sales (Quarterly)	Unit Sales (Yearly)	Revenue Forecast (HKD)	CAPEX Forecast (HKD)
2025	5,000	5,000	100 million	40 million
2026	5,000	20,000	400 million	60 million
2027	7,500	30,000	600 million	-

4. TERM AND TERMINATION

- 4.1. This proposed business cooperation in this Agreement shall remain in effect for a period of three (3) years from the date of signing, unless earlier terminated by mutual consent or due to breach.
- 4.2. Upon termination, all rights, licenses, and authorizations granted under this Agreement shall be revoked, and the Parties shall settle all outstanding obligations.

5. CONFIDENTIALITY

- 5.1. This MOA and any related correspondence and any information obtained from any due diligence investigation are to be held in strict confidence and not disclosed to any party, other than Investor's board of directors, the parties' respective employees, contractors, agents and advisors who reasonably need to know including financial advisors and legal counsel, without the prior written approval of the parties.

6. NOTICES

6.1. Any notice required or permitted to be given by or under this Agreement shall be in writing and shall be given by delivering it to the following addresses or facsimile numbers:

Party A:

Facsimile : (852)
Address : As first above written
Attention : Board of Directors

Party B:

Facsimile : (852) 3709 6049
Address : As first above written
Attention : Board of Directors

or to such other address or facsimile number in Hong Kong as the Party concerned may have notified to the other Party pursuant to this Clause and may be given by sending it by hand to such address or by facsimile to such facsimile number or to such other address or facsimile number in Hong Kong as the Party concerned may have notified to the other Party in accordance with this Clause and such notice shall be deemed to be given at the time of delivery, if sent by hand, or, if sent by facsimile, when despatched subject to a successful transmission report having been received by the sender.

7. LEGAL COST

7.1 The legal cost for the drafting and signing of this Agreement to be borne by both parties in equal shares; and the legal cost thereafter to be borne by the parties for their own representing lawyers and professional advisors.

8. MISCELLANEOUS

8.1 This Memorandum of Agreement outlines the key commercial terms on non-binding basis. The Parties agree to negotiate and execute definitive binding agreements in good faith.

8.2 This Agreement shall be governed by and construed in accordance with the laws Hong Kong.

8.3 Any disputes or differences arising out of or in connection with this Agreement which cannot be resolved amicably between the Parties shall be referred to and finally resolved by arbitration in Hong Kong under the Hong Kong International Arbitration Centre

(HKIAC) Administered Arbitration Rules in force at the time of the dispute. The seat of arbitration shall be Hong Kong. The arbitration shall be conducted in the English language by a single arbitrator appointed in accordance with HKIAC rules.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement on the date first written above.

Party A

For and on behalf of
CCIAM Engineering (PRC) Limited
信能工程(中國)有限公司

.....
Authorized Signature(s)

Signature: _____

Name: SO David Tat Man

Title: Director

Date: 4 Sep 2025

Party B

For and on behalf of
KEY ACTION LIMITED

.....
Authorized Signature(s)

Signature: _____

Name: YEUNG TSL TSUNG RYAN

Title: DIRECTOR

Date: 2ND SEPTEMBER 2025


CHUN HEI MAN
Solicitor, Hong Kong SAR
Messrs. Lau Kwong & Hung

