

DATED 28 August 2025

日期：2025年8月28日

JIN'S INVESTMENT LIMITED
金氏投資有限公司

AND
及

JIN ZHENGHUA
金政華

AND
及

Time Interconnect Technology Limited
(匯聚科技有限公司)

SALE AND PURCHASE AGREEMENT
relating to the sale and purchase of
the entire issued share capital in
DEJINCHANG INVESTMENT LIMITED

買賣協議
關於買賣
德晉昌投資有限公司
的全部已發行股本

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THIS AGREEMENT is made on 28 August 2025

本協議訂立於2025年8月28日

BETWEEN:

1. **JIN'S INVESTMENT LIMITED 金氏投資有限公司**, a company incorporated in the British Virgin Islands with limited liability, whose registered office is at Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands (the "**Seller**");
金氏投資有限公司，為一間依英屬維爾京群島法律註冊成立的有限公司，其註冊辦事處位於Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands（下稱“賣方”）；
2. **JIN ZHENGHUA 金政華**, holder of PRC Identification Card No.32052319630312331X, whose address is at No.5-17, Xindong Jinjiaqiao, Huaqiao Town, Kunshan City, Jiangsu Province, China ("**Guarantor**");
金政華，持有中華人民共和國身份證號碼32052319630312331X，地址為中國江蘇省昆山市花橋鎮金家橋新東5-17號（下稱“擔保人”）；
3. **Time Interconnect Technology Limited (匯聚科技有限公司)**, an exempted company incorporated under the laws of the Cayman Islands with limited liability, whose registered office is at Windward 3, Regatta Office Park PO Box 1350, Grand Cayman KY1-1108, Cayman Islands (the "**Buyer**").
Time Interconnect Technology Limited（匯聚科技有限公司），為一間根據開曼群島法律註冊成立之獲豁免有限公司，其註冊辦事處位於Windward 3, Regatta Office Park PO Box 1350, Grand Cayman KY1-1108, Cayman Islands.（下稱“買方”）

(each a "**Party**" and together the "**Parties**").

（各稱“一方”，合稱“各方”）。

WHEREAS

鑑於

- A. **DEJINCHANG INVESTMENT LIMITED 德晉昌投資有限公司** is a company incorporated in the British Virgin Islands with limited liability (the "**Company**"). Brief particulars of the Company are set out in Schedule 1 of this Agreement.
德晉昌投資有限公司為一間依英屬維爾京群島法律註冊成立的有限公司（下稱“公司”）。本協議附件一載有公司的簡要資料。
- B. As at the date hereof, the Company has 128,207 issued ordinary shares, with a par value of US\$1.00 each (the "**Shares**"), of which the Seller is the sole legal and beneficial owner of 128,207 Shares (the "**Sale Shares**"), representing the Company's entire issued share capital.
截至本協議簽署日，公司已發行128,207股普通股，每股面值為1.00美元（下稱“股份”），賣方為該等128,207股股份之唯一合法及實益擁有人（下稱“銷售股份”），該等股份代表公司全部已發行股本。
- C. The Seller wishes to sell, and the Buyer wishes to purchase, the Sale Shares in accordance

with the terms and subject to the conditions set forth in this Agreement.

賣方擬按照本協議載列之條款及條件出售銷售股份，買方亦擬購買該等股份。

- D. The Guarantor is the sole ultimate beneficial owner of the Seller. The Guarantor is the sole legal and beneficial owner of all the issued share capital of the Seller. In consideration of the Buyer entering into this Agreement, the Guarantor agrees to guarantee the due and punctual performance of the Seller's obligations and liabilities under this Agreement and to indemnify the Buyer on any breaches of the Seller's obligations hereunder.

擔保人為賣方之唯一最終實益擁有人，並為賣方全部已發行股本之唯一合法及實益擁有人。作為買方訂立本協議的對價，擔保人同意就賣方在本協議項下的所有義務及責任提供擔保，並就賣方違反其在本協議下的義務向買方作出賠償。

THE PARTIES AGREE as follows:

雙方協議如下：

1. INTERPRETATION 解釋

1.1 In this Agreement: 於本協議中

"Accounts" means the audited and unaudited (as the case may be) consolidated statement of financial position, statement of comprehensive income, statement of changes in equity and statement of cash flows of the Group, in each case, as at and for the period ended on each of the Accounts Date, together with the auditor's reports and directors' reports on and the notes to such accounts (where applicable), and the Management Accounts;

“賬目”指集團截至各賬目日止期間的合併財務狀況表、綜合全面收益表、權益變動表及現金流量表（經審計或未經審計，視情況而定），連同有關賬目的審計報告、董事報告及附註（如適用），以及管理賬目；

"Accounts Date" means 31 December 2022, 31 December 2023, 31 December 2024, and for the Management Accounts only, 30 June 2025;

指2022年12月31日、2023年12月31日、2024年12月31日，及就管理賬目而言，指2025年6月30日；

"Affiliate" means: in relation to an individual, that individual's close relatives (being any spouse or child, including adopted child and step-child, of that individual), any person which is Controlled by that individual and/or that individual's close relatives (acting singly or together) **"Controlled Entity"**) and any Affiliate of a Controlled Entity; and in relation to any other person, any person that (directly or indirectly) Controls, is Controlled by or is under common Control with such person;

"關聯方"指：就個人而言，該個人的近親（即該個人的配偶或子女，包括收養子女和繼子女），任何由該個人及/或該個人的近親（單獨或共同）控制的人（"受控實體"）以及受控實體的任何關聯方；以及就任何其他個人而言，任何（直接或間接）控制該人、被該人控制或與該人共同受控的人；

"Authorisation" means any license, permit, consent, authorisation, permission, clearance or approval of any Authority;

"授權"指任何機構的任何許可證、執照、同意、授權、許可、批准或認可；

“Authority” means any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or Tax raising body, authority, agency, board, department, court or tribunal of any jurisdiction (including any relevant securities exchange) and whether supranational, national, regional or local;

"機構"指任何有權限的政府、行政、監督、監管、司法、裁定、紀律、執法或徵稅機構、當局、代理、部門、法院或任何司法管轄區的審裁處（包括任何相關證券交易所），無論是超國家、國家、地區或地方機構；

“Buyer’s Representations and Warranties” means the representations and warranties of the Buyer contained in Schedule 8;

"買方陳述與保證"指買方在附表8中包含的陳述與保證；

“Business” means the principal business currently conducted by the Group, being the manufacture and sale of copper wire products which are widely applied in precision electronic devices, electrical appliances, computers, communication equipment, automobiles, medical devices, aerospace equipment and solar energy products;

"業務"指本集團現正從事之主要業務，即生產及銷售銅線產品，該等產品廣泛應用於精密電子設備、電器、電腦、通訊設備、汽車、醫療器械、航空航天設備及太陽能產品；

“Business Assets” means all the material assets of the Group and any assets necessary for the operation of the Business, and all the Intellectual Property Rights used by or in connection with the Business;

"業務資產"指本集團的所有重要資產及經營業務所必需的任何資產，以及所有用於或與業務相關的知識產權；

“Business Day” means a day other than a Saturday or Sunday or public holiday in Hong Kong;

"營業日"指香港的星期六、星期日或公眾假期以外的日子；

“Buyer’s Solicitors” means CFN Lawyers;

"買方律師"指陳馮吳律師事務所；

“BVI” means the British Virgin Islands;

"英屬維爾京群島"指英屬維爾京群島；

“Company” has the meaning given to it in the Recitals;

"公司"具有序言中賦予的含義；

“Completion Date” means a date falling within ten (10) Business Days after the date on which the last of the Conditions to be satisfied or waived is satisfied or waived (other than those Conditions that by their nature are to be satisfied at Completion, but subject to the fulfillment or, to the extent permitted by applicable law, waiver of those Conditions) (such date not being later than the Long Stop Date), or such other date as may be agreed in writing between the Parties;

"完成日期"指最後一個待達成或豁免的條件被達成或豁免之日後十（10）個營業日內的某一日期（除非該等條件按其性質在完成時達成，但須符合該等條件的履行或在適用法律允許的範圍內被豁免）（該日期不得遲於最後截止日期），或各方書面同意的其他日期；

"Completion" means completion of the sale and purchase of the Sale Shares in accordance with this Agreement;

"完成"指根據本協議完成銷售股份的買賣；

"Computer Systems" means the Hardware, Software and Data;

"電腦系統"指硬件、軟件及數據；

"Conditions" means all of the conditions set out in clause 4.1;

"條件"指第4.1條所列的所有條件；

"Consideration" has the meaning given to it in clause 3.1;

"代價"指第3.1條所賦予的含義；

"Consideration Shares" means such number of new ordinary shares to be allotted and issued by Time Interconnect Technology Limited (匯聚科技有限公司) (an exempted company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Stock Exchange (Stock Code: 1729)), to the Seller at the Issue Price per Consideration Share, credited as fully-paid for the purpose of partial settlement of the Consideration;

"代價股份"指由匯聚科技有限公司（一家在開曼群島註冊成立的獲豁免有限公司，其股份於聯交所上市（股份代號：1729））按每股代價股份之發行價向賣方配發及發行之新普通股，該等股份視為已繳足股款，用作部分結清代價之目的；

"Confidential Information" has the meaning given to it in clause 10.1;

"保密資料"具有第10.1條賦予的含義；

"Control" means:

- (a) in relation to a corporate person: (i) direct or indirect ownership or right to exercise, directly or indirectly, more than 50% of the votes exercisable at any general meeting of such corporate person; (ii) the ability to directly or indirectly appoint or remove or cause to appoint or remove more than one-half of the directors of the board (or equivalent governing body) of such person; (iii) the right to exercise a majority of the votes exercisable at a meeting of the board of directors (or equivalent governing body) of such person; or (iv) the ability to directly or indirectly direct or cause the direction of the management and policies of such person (whether by contract or howsoever arising); and
- (b) in relation to a non-corporate person: (i) direct or indirect ownership or right to exercise a majority of the voting rights or a comparable voting interest (as set forth in paragraph (a) above) for such person; (ii) the ability to direct or cause the direction of the management and policies of such person (whether by contract or howsoever arising); or (iii) the operational or practical control of such person,

and the terms **"Controls"**, **"Controlling"** and **"Controlled"** shall be construed accordingly;

"控制"指：

(a) 就法人實體而言：(i)直接或間接擁有或有權行使超過50%在該法人實體的任何股東大會上可行使的投票權；(ii)有能力直接或間接委任或罷免或促使委任或罷免該法人董事會（或同等管治機構）中超過一半的董事；(iii)有權在該法人董事會（或同等管治機構）會議上行使多數投票權；或(iv)有能力直接或間接指導或促使指導該法人的管理及政策（無論是通過合約或以任何其他方式產生）；及
(b) 就非法人實體而言：(i)直接或間接擁有或有權行使該實體的多數投票權或可相比的投票權益（如上文(a)段所述）；(ii)有能力指導或促使指導該實體的管理及政策（無論是通過合約或以任何其他方式產生）；或(iii)對該實體的實際或實務控制，而"控制"、"控制中"及"被控制"等詞語應據此解釋；

"Data" means any data or information used by or for the benefit of the Business at any time and stored electronically at any time;

"數據"指業務在任何時候使用或為業務利益而使用且在任何時候以電子方式存儲的任何數據或資料；

"Disclosure Schedule" means the disclosure schedule dated as of as of the date of this Agreement, attached hereto as Schedule 6A, in each case in connection with this Agreement.

"披露附表"指日期為本協議訂立日並作為附件 6A 附於本協議之披露附表。

"Deed of Lock-up Undertaking" means the deed in the form set out in Annex C to be executed and delivered by the Seller at Completion;

"鎖定承諾契據"指於完成時由賣方簽立及交付，格式載於附件C的契據；

"Defaulting Party" has the meaning given to it in clause 6.3;

"違約方"具有第6.3條賦予的含義；

"Encumbrance" means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, or other Encumbrance or security interest having similar effect;

"產權負擔"指抵押、押記、質押、留置權、期權、限制、優先購買權、優先權、第三方權利或權益，或具有類似效果的其他產權負擔或擔保權益；

"Financial Statements" means the (i) audited consolidated financial statements of the Group for each of the years ended 31 December 2022, 31 December 2023 and 31 December 2024 prepared in accordance with Hong Kong Financial Reporting Standards and (ii) the audited financial statements of each Group Company on a standalone basis for the years ended 31 December 2022, 31 December 2023 and 31 December 2024, prepared in accordance with the applicable local generally accepted accounting principles in their respective jurisdictions;

"財務報表"指(i)根據香港財務報告準則編製的本集團截至2022年12月31日、2023年12月31日及2024年12月31日止年度的經審核綜合財務報表及(ii)根據各自司法管轄區適用的當地公認會計原則編製的各集團公司截至2022年12月31日、2023年12月31日及2024

年12月31日止年度的獨立經審核財務報表；

“**Group**” or “**Group Companies**” or “**Group Company**” means the Company and its Subsidiaries, or any one of them;

“集團”或“集團公司”或“集團公司”指公司及其附屬公司，或其中任何一家；

“**Hardware**” means any computer equipment used by and for the benefit of the Business (or, where so specified, by or for the benefit of any other person) at any time, including servers and parts of computer equipment (such as firmware, screens, terminals, keyboards, disks, cabling and other peripheral and associated electronic equipment), but excluding all Software;

“硬件”指業務在任何時候使用或為業務利益（或，如有指明，由任何其他人使用或為任何其他人的利益）的任何電腦設備，包括伺服器及電腦設備部件（如韌體、屏幕、終端、鍵盤、磁盤、電纜及其他外圍及相關電子設備），但不包括所有軟件；

“**HK\$**” or “**Hong Kong dollars**” means Hong Kong dollars, the lawful currency of Hong Kong;

“港幣”或“港元”指香港法定貨幣港元；

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“香港”指中國香港特別行政區；

“**Intellectual Property Rights**” means:

- (a) patents, trademarks and service marks, designs, rights in trade and business names (including internet domain names and email address names), database rights, rights in confidential know-how, rights in designs and inventions, and rights in computer softwares; and
- (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in paragraph (a).

“知識產權”指：

- (a) 專利、商標及服務標記、設計、商業及業務名稱權利（包括互聯網域名及電子郵件名稱）、數據庫權利、保密專有技術權利、設計及發明權利，以及電腦軟件權利；及
- (b) 關於(a)段所述權利的許可、同意、命令、法規或其他方面的權利。

“**Issue Price**” means the issue price for each Consideration Share, to be determined based on the average closing price of the ordinary shares of the Buyer as quoted on the Stock Exchange over the thirty(30) consecutive trading days immediately prior to the Completion Date (“**30-Day Average Closing Price**”); provided that, if the 30-Day Average Closing Price is less than HK\$10.144 (the “**Floor Price**”), the Issue Price shall be fixed at the Floor Price of HK\$10.144.

“**發行價**”指每股代價股份之發行價，該價格應根據完成日前連續30個交易日於聯交所報價之買方普通股收市價平均數（“**30日平均收市價**”）釐定；惟若30日平均收市價低於每股港幣10.144（“**底價**”），則發行價應固定為底價港幣10.144。

“**Knowledge**” means the knowledge, information and belief such party would have after due and diligent inquiries of officers and directors of such party reasonably believed to have

knowledge of the matter in question and after reasonable endeavors on the part of such party.

“知悉”指在該一方作出適當及審慎查詢後，向其合理認為知悉有關事項的高級人員及董事查詢所得的知識、資訊及信念，並在該一方作出合理努力後所得的結果。

“**Law**” means all civil and common law, statute, subordinate legislation, treaty, rule, regulation, directive, decision, by-law, ordinance, circular, code, order, notice, decree, injunction, resolution or judgment of any Authority (including the Listing Rules and the Takeovers Code):

- (a) as to any person, in each case applicable to or binding upon such person or any of its property or which such person or any of its property is subject; or
- (b) applicable to any or all of the transactions contemplated or referred to in this Agreement;
- (c) “法律”指任何機構（包括上市規則及收購守則）的所有民法及普通法、法規、附屬法例、條約、規則、規例、指令、決定、附例、條例、通函、守則、命令、通知、法令、禁令、決議或判決：
 - (a) 就任何人而言，在各種情況下適用於或約束該人或其任何財產，或該人或其任何財產受其約束；或
 - (b) 適用於本協議中預期或提及的任何或所有交易；

“**Leased Real Property**” means the real property leased by any member of the Group, together with all buildings and other structures, facilities or improvements currently or hereafter located thereon, all fixtures, systems, equipment and items of personal property of any member of the Group attached or appurtenant thereto and all easements, licenses, rights and appurtenances relating to the foregoing;

“租賃不動產”指由集團任何成員租賃的不動產，連同目前或此後位於其上的所有建築物及其他結構、設施或改善設施，集團任何成員附屬或從屬於其的所有固定裝置、系統、設備及個人財產物品，以及與上述有關的所有地役權、許可、權利及附屬物；

“**Listing Rules**” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, issued by the SEHK and as amended from time to time;

“上市規則”指聯交所發佈並經不時修訂的《香港聯合交易所有限公司證券上市規則》；

“**Long Stop Date**” means 30 June 2026, or such other date as the Parties may agree in writing;

“最後截止日期”指2026年6月30日，或各方可能書面同意的其他日期；

“**Losses**” means all actual losses, liabilities, claims, damages, costs, charges, fines, penalties, interest, awards, demands and expenses (including all reasonable legal and other professional fees and disbursements), and whether arising in contract, tort, under statute or otherwise, provided that “Losses” shall not include any loss of profits (whether direct, indirect, anticipated or otherwise), loss of business, loss of revenue, loss of goodwill, damage to the reputation and any other indirect or consequential losses.

“損失”指所有指所有實際的損失、責任、索賠、損害、成本、收費、罰款、罰金、利息、裁決、要求及開支（包括所有合理的法律及其他專業費用及支出），無論是否可預見或或有，無論是否根據合約、侵權、法規或其他方式產生。惟「損失」不包括任何利潤損失（不論屬直接、間接、預期或其他形式）、業務損失、收入損失、商譽損失、聲譽受損或任何其他間接或後果性損失。

“**Management Accounts**” means the management accounts of consolidated financial statements for the period from 1 January 2025 to 30 June 2025 as exhibited in Schedule 8;

“管理賬目”指從2025年1月1日至2025年6月30日期間的綜合財務報表管理賬目，如附表8所示；

“**Non-Defaulting Party**” has the meaning given to it in clause 6.3;

“非違約方”具有第6.3條賦予的含義；

“**Notice**” has the meaning given to it in clause 17.1;

“通知”具有第17.1條賦予的含義；

“**NDRC**” the National Development and Reform Commission of the PRC;

“國家發改委”指中國國家發展和改革委員會；

“**Owned Real Property**” means real property in which any member of the Group has an ownership interest, as verified by certificates and approvals issued from applicable Authorities, together with all buildings and other structures, facilities or improvements currently or hereafter located thereon, all fixtures, systems, equipment and items of personal property of any member of the Group attached or appurtenant thereto and all easements, licenses, rights and appurtenances relating to the foregoing;

“自有不動產”指集團任何成員擁有所有權權益的不動產，經相關機構發出的證書及批准驗證，連同目前或此後位於其上的所有建築物及其他結構、設施或改善設施，集團任何成員附屬或從屬於其的所有固定裝置、系統、設備及個人財產物品，以及與上述有關的所有地役權、許可、權利及附屬物；

“**PRC**” means the People’s Republic of China;

“中國”指中華人民共和國；

“**PRC Tax Authority**” means the State Taxation Administration of the PRC or any of its competent local branches or offices with jurisdiction over the relevant taxpayer or transaction; “中國稅務機關”指中國國家稅務總局或其任何對相關納稅人或交易有管轄權的有權限的地方分支機構或辦事處；

“**Real Property**” means the Leased Real Property and the Owned Real Property;

“不動產”指租賃不動產及自有不動產；

“**Representative**” means, in relation to any person, such person’s directors, officers, employees, lawyers, accountants, bankers or other professional advisers;

“代表”指，就任何人而言，該人的董事、高級職員、僱員、律師、會計師、銀行家或其他專業顧問；

“**Restricted Area**” has the meaning given to it in clause 11.16(a);

“限制區域”具有第11.6(a)條賦予的含義；

“**Restricted Business**” has the meaning given to it in clause 11.16(b);

“限制業務”具有第11.6(b)條賦予的含義；

“**Restricted Period**” has the meaning given to it in clause 11.16(c);

“限制期間”具有第11.6(c)條賦予的含義；

“**RMB**” means Renminbi, the lawful currency of the PRC;

“人民幣”指中國法定貨幣人民幣；

“**Sale Shares**” has the meaning given to in the Recitals;

“銷售股份”具有序言中賦予的含義；

“**SEHK**” means The Stock Exchange of Hong Kong Limited;

“聯交所”指香港聯合交易所有限公司；

“**Seller’s Account**” means the Seller’s bank account, details of which will be furnished to the Buyer in writing prior to the Completion Date.

“賣方賬戶”指賣方的銀行賬戶，詳情將在完成日期前以書面形式提供給買方。

“**Seller’s Representations and Warranties**” means the representations and warranties contained in Schedule 7;

“賣方陳述與保證”指附表7中包含的陳述與保證；

“**SFO**” means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;

“證券及期貨條例”指香港法例第571章《證券及期貨條例》；

“**Share(s)**” has the meaning given to it in the Recitals;

“股份”具有序言中賦予的含義；

“**Shareholder’s Debt**” means the net amount owed by the Group to the Seller, the Guarantor or any of their respective Affiliates (other than the Group) as of the Completion Date calculated as the aggregate amount of all non-trade related, unsecured and non-interest bearing payables owed by the Group to such parties, less the aggregate amount of all non-trade related, unsecured and non-interest bearing receivables owed to the Group by such parties (estimated at approximately RMB172,690,756 as at June 30, 2025), as adjusted in accordance with clause 3A, provided that the amount repayable by the Group as finally determined under clause 3A shall not exceed HK\$190,000,000 (the “**Shareholder’s Debt Cap**”).

“**股東債務**”指截至完成日集團向賣方，擔保人或其各自關聯方（集團除外）所欠之非貿易相關、無擔保且免息之應付款項總額，扣減該等各方所欠集團之非貿易相關、無擔保且免息之應收款項總額後之淨額（截至2025年6月30日預計約為人民幣172,690,756元），並須根據第3A條的規定進行調整，惟根據第3A條最終確定集團應償還之股東債務金額不得超過港幣190,000,000元（“**股東債務上限**”）。

“**Software**” means any set of instructions for execution by a computer processor used by or for the benefit of the Business (or where so specified, by or for the benefit of any other person) at any time (irrespective of application, language or medium);

“軟件”指任何時候由業務使用或為業務利益（或如有指明，由任何其他人使用或為任何其他人的利益）的任何電腦處理器執行指令集（無論應用、語言或媒介如何）；

“**Subsidiaries**” means the subsidiaries of the Company, particulars of which are set out in Schedule 2;

“附屬公司”指公司的附屬公司，其詳情載於附表2；

“**Surviving Provisions**” means clauses 1, 10, 11, 12, 13, 14, 15, 16, 17 and 18;

“存續條款”指第1, 10, 11, 12, 13, 14, 15, 16, 17 及 18條；

“**Tax**” or “**Taxation**” means all forms of taxation, duties, levies, imposts and other similar impositions of any jurisdiction whether statutory, governmental, central, state, provincial, regional, local or municipal, together with any interest and levies and all penalties, charges, costs and additions to tax in relation to any of the foregoing or resulting from failure to comply with the provisions of any legislation, enactment or other law relating to the foregoing;

“稅項”或“稅務”指任何司法管轄區的所有形式的稅項、關稅、徵費、稅收及其他類似徵費，無論是法定的、政府的、中央的、州的、省的、區域的、地方的或市政的，連同與上述任何一項有關或因未能遵守與上述有關的任何法例、制定或其他法律的規定而產生的任何利息及徵費以及所有罰款、收費、成本及稅項附加費；

“**Tax Authority**” means any governmental, regulatory, fiscal or other authority, body or official in any jurisdiction having authority to impose, administer, collect or enforce any tax, duty, levy or similar charge (including the State Taxation Administration of the PRC or any of its local offices).

“稅務機關”指在任何司法管轄區有權力施加、管理、徵收或執行任何稅項、關稅、徵費或類似費用的任何政府、監管、財政或其他機構、機構或官員（包括中國國家稅務總局或其任何地方辦事處）。

“**Tax Deed**” the Deed of Tax Indemnity in the form and substance in Annex B, to be entered into between the Seller, the Buyer and the Company on Completion;

“稅務契據”指賣方、買方及公司將於完成時訂立的附件B形式及內容的稅務彌償契據；

“**Tax Return**” shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information that is, has been or may in the future be filed with or submitted to, or required to be filed with or submitted to, any Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any requirement relating to any Tax imposed by any Laws;

“稅務申報表”指已經或可能在未來向任何機構提交或被要求提交的與稅項的確定、評估、徵收或繳納有關，或與由任何法律實施的任何稅項相關要求的管理、實施或執行或遵守有關的任何申報表（包括任何資料申報表）、報告、聲明、宣告、估計、時間表、通知、通告、表格、選擇、證書或其他文件或資料；

“**THB**” means Thai Baht, the lawful currency of Thailand;

“泰銖”指泰國法定貨幣泰銖；

“**Transaction**” means the transaction(s) contemplated by this Agreement;

“交易”指本協議擬進行的交易；

“**USD**” or “**US\$**” means United States Dollars, the lawful currency of the United States of America;

“美元”或“美金”指美利堅合眾國法定貨幣美元；

“**VND**” means Vietnamese dong, the lawful currency of Vietnam; and

“越南盾”指越南法定貨幣越南盾； 及

“**Warrantor**” means the Party listed in clause 11.3;

“保證人”指第11.3條列出的一方；

1.2 In this Agreement, a reference to: 在本協議中，凡提述：

(a) the words “**holding company**” shall have the same meanings in this Agreement as their respective definitions in the Companies Ordinance, Chapter 622 of the Laws of Hong Kong; “控股公司”等詞語在本協議中與香港法例第622章《公司條例》中各自的定義具有相同含義；

(b) a document in the “**agreed form**” is a reference to a document in a form initialed and/or signed for the purposes of identification by or on behalf of the Buyer and the Seller (in each case with such amendments as may be agreed by or on behalf of the Buyer and the Seller); “協定形式”的文件是指由買方及賣方或其代表為識別目的簽署及/或簽署的格式的文件（在每種情況下均包括買方及賣方或其代表可能同意的修訂）；

(c) a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Agreement and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before the date of this Agreement;

法定條文包括對在本協議日期前不時修改或重新制定或兩者兼而有之的法定條文的提述，以及對在本協議日期前根據法定條文（經如此修改或重新制定）制定的任何附屬法例的提述；

(d) a “**person**” includes, unless the context otherwise requires, a reference to any individual, firm, company, corporation, body or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);

“人”包括，除非文義另有規定，對任何個人、商號、公司、法團、團體或其他法人團體、政府、州或州的機構或任何合資企業、協會或合夥、工作委員會或僱員代表機構（無論是否具有獨立法人資格）的提述；

(e) a person includes a reference to that person’s legal personal representatives, successors and permitted assigns;

人包括對該人的法定個人代表、繼承人及許可受讓人的提述；

(f) a “**party**” includes a reference to that party’s successors and permitted assigns;

“一方”包括對該方的繼承人及許可受讓人的提述；

(g) a clause, paragraph or Schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or Schedule to, this Agreement; and
條款、段落或附表，除非文義另有規定，是對本協議的條款或段落或附表的提述；
及

(h) time of the day is to Hong Kong time.
一天的時間是指香港時間。

1.3 The headings in this Agreement do not affect its interpretation.
本協議中的標題不影響其解釋。

1.4 The Schedules to this Agreement are and form part of this Agreement as if they were included in the body of this Agreement.
本協議的附表是本協議的一部分，如同其包含在本協議正文中一樣。

2. SALE AND PURCHASE OF THE SALE SHARES; GUARANTEE **銷售股份的買賣；擔保**

2.1 Subject to and in accordance with the terms and conditions of this Agreement, the Seller agrees to sell, and the Buyer agrees to purchase, the Sale Shares with effect from Completion free from all Encumbrances.
根據並按照本協議的條款和條件，賣方同意出售，買方同意購買自完成起生效的銷售股份，不附帶任何產權負擔。

2.2 The Buyer shall be entitled to exercise all rights attached or accruing to the Sale Shares on and after Completion.
買方有權在完成時及之後行使附於銷售股份或從銷售股份產生的所有權利。

2.3 In consideration of the Buyer entering into this Agreement, the Guarantor unconditionally and irrevocably guarantees as principal obligor to the Buyer the due and punctual performance, observance and discharge by the Seller of all the obligations and undertakings under this Agreement and the Tax Deed (the “**Seller’s Obligations**”) of the Seller if and when they become performable or due under this Agreement.
考慮到買方訂立本協議，保證人無條件及不可撤銷地作為主要義務人向買方保證賣方根據本協議及稅務契據妥善及準時履行、遵守及履行所有義務及承諾（“賣方的義務”），如果及當它們根據本協議成為應履行或到期。

2.3A The Guarantor’s obligations under clause 2.3 shall survive Completion and remain in full force and effect for a period of four (4) years from the Completion Date, except that in respect of the Seller’s obligations under clause 13, clause 14 and the Tax Deed, such obligations shall survive for the periods specified in clause 13.4(c) or as provided in the Tax Deed; provided that, in each case, if the Buyer has delivered written notice of a claim to the Guarantor prior to the expiry of the applicable period, the Guarantor’s obligations shall survive solely for the purpose of such claim until it is finally resolved.
保證人根據第2.3條對賣方義務的擔保，應在完成後繼續有效，並自完成日起持續有效四（4）年，惟就賣方在第13條、第14條及稅務契據項下的義務而言，其責任應分別按第13.4(c)條所訂期限或稅務契據所載規定持續有效；但如買方於適用期間屆滿前已向保證人發出索償的書面通知，則保證人的責任僅就該索償目的繼續存續，直至該索償最終解決為止。

2.4 If the Seller defaults in the performance of any of its obligations under this Agreement the Guarantor shall, immediately on demand by the Buyer, perform or procure the performance by

the Seller of the relevant obligation as if it were the Seller.

如果賣方未能履行其在本協議下的任何義務，保證人應在買方要求後立即履行或促使賣方履行相關義務，如同其為賣方一樣。

- 2.5 The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clauses 2.3, 2.3A and 2.4 agrees to indemnify and keep indemnified the Buyer and its Representatives in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Buyer or its Representatives arising out of, or in connection with, the obligations of the Seller not being recoverable for any reason, or the Seller's failure to perform or discharge any of its obligations under this Agreement.
保證人作為主要義務人，並作為獨立於其在本第2.3、2.3A和2.4條下的義務和責任的單獨和獨立的義務和責任，同意全額賠償並應要求使買方及其代表免受因賣方的義務因任何原因無法收回，或賣方未能履行或解除其在本協議下的任何義務而直接或間接遭受或招致的所有及任何損失、成本、索賠、責任、損害、要求及開支。
- 2.6 The liability of the Guarantor under the guarantee in this clause 2 shall not be reduced, discharged or otherwise adversely affected by:
保證人在本第2條的擔保下的責任不得因以下原因而減少、解除或以其他方式受到不利影響：
- (a) any act, omission, matter or thing which would have discharged or affected the liability of the Guarantor had it been a principal obligor instead of a guarantor or indemnifier; or
任何行為、疏忽、事項或事情，如果保證人是主要義務人而非擔保人或賠償人，這些行為、疏忽、事項或事情本會解除或影響保證人的責任；或
 - (b) anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge the Guarantor or otherwise reduce or extinguish their liability under the guarantee in this clause 2.
任何人做或不做的任何事情，若無本條款，可能會使保證人免除或解除責任，或以其他方式減少或消除其在本第2條的擔保下的責任。
- 2.7 The Guarantor waives any right it may have to require the Buyer (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under this clause 2.
保證人放棄其可能擁有的要求買方（或其任何受託人或代理人）在根據本第2條向保證人提出索賠前對任何人提起訴訟或執行任何其他權利或付款索賠的任何權利。
- 2.8 The Guarantor shall, on a full indemnity basis, pay to the Buyer on demand the amounts of all costs and expenses (including reasonable legal and out-of-pocket expenses) incurred by the Buyer in connection with:
保證人應按全額賠償基準，應買方要求支付買方在以下方面產生的所有成本和費用（包括合理法律和實付費用）的金額：
- (a) the preservation, or exercise and enforcement, of any rights under or in connection with the guarantee in this clause 2, or any attempt so to do; and
保存或行使和執行與本第2條的擔保有關的任何權利，或嘗試這樣做；及
 - (b) any discharge or release of this guarantee.
任何解除或釋放本擔保。
- 2.9 The guarantee in this clause 2 shall be in addition to and independent of all other security which

the Buyer may hold from time to time in respect of the discharge and performance of the Seller's obligations under this Agreement.

本第2條中的擔保應是買方為確保履行賣方在本協議下的義務而不時持有的所有其他擔保的補充和獨立。

3. CONSIDERATION 代價

- 3.1 The aggregate consideration payable by the Buyer to the Seller for the Sale Shares shall be HK\$460,000,000 (the “**Consideration**”), to be satisfied as follows:
買方購買銷售股份之總代價為港幣460,000,000元（“代價”），並按以下方式支付：
- (a) HK\$130,000,000 shall be paid in cash on Completion; and
港幣130,000,000元應於完成時以現金支付；及
- (b) HK\$330,000,000 shall be satisfied by the allotment and issue to the Seller of the Consideration Shares within twenty (20) Business Days after the Completion Date.
港幣330,000,000元應以向賣方配發及發行代價股份予以支付，並應於完成日後二十（20）個營業日內完成。
- 3.2 The Consideration is payable in respect of the Sale Shares only and is exclusive of the Shareholder's Debt, which shall be dealt with separately under clause 3A.
代價僅就銷售股份支付，不包括股東債務，股東債務應根據第3A條另行處理。
- 3.3 Any payment made in satisfaction of a liability arising under any representation, covenant, warranty or undertaking to indemnify given by the Seller and the Guarantor to the Buyer under this Agreement shall so far as possible adjust the Consideration to the extent of such payment.
為滿足賣方及保證人根據本協議向買方作出的任何陳述、契約、保證或承諾賠償而作出的任何付款，應盡可能根據該付款的金額調整代價。
- 3.4 In the event that this Agreement is terminated prior to Completion in accordance with clause 6.3(c) by the Buyer, no Consideration Shares shall be allotted or issued, and neither Party shall have any further claim against the other in respect of such termination.
如本協議於完成前根據第6.3(c)條由買方終止，則不會配發或發行任何代價股份，且各方不得就該終止對對方提出任何其他索賠。
- 3.5 The Seller agrees that it shall not, without the prior written consent of the Buyer, sell, transfer, dispose of, grant any Encumbrance over, or otherwise deal with any of the Consideration Shares during the period specified under the terms of the Deed of Lock-Up Undertaking . At Completion, the Seller shall execute and deliver the Deed of Lock-up Undertaking in favour of the Buyer in the form set out in Annex C.
賣方同意，除非事先取得買方書面同意，否則不得於鎖定承諾契據所規定之期間內，出售、轉讓、處置、對任何代價股份設立任何產權負擔，或以其他方式處置或處理任何代價股份，並須依據鎖定承諾契據之條款行事。於完成時，賣方須簽立並向買方交付格式載於附件C之鎖定承諾契據，並以買方為受益方。

3A. SHAREHOLDER'S DEBT 股東債務

- 3A.1 The amount of the Shareholder's Debt shall be determined by reference to the unaudited consolidated financial accounts of the Group as at the Completion Date (the “**Post-Completion Accounts**”), prepared in accordance with Hong Kong Financial Reporting

Standards and on a basis consistent with the preparation of the Management Accounts. Notwithstanding the amount shown in the Post-Completion Accounts, the amount repayable by the Group to the Seller, the Guarantor and any of their respective Affiliates, as determined under this clause, shall not exceed the Shareholder's Debt Cap.

股東債務之金額應參照於完成日編製之免審計集團綜合財務賬目（“完成後賬目”）確定，該等賬目應依據香港財務報告準則及與管理賬目一致之基準編製。無論完成後賬目所示金額為何，根據本條確定集團應償還予賣方、保證人及其各自任何關聯方之金額，不得超過股東債務上限。

- 3A.2 The Seller and the Guarantor for and on behalf of their respective Affiliates hereby irrevocably waive and release any and all amounts owed by the Group to them in excess of the Shareholder's Debt Cap, and acknowledge and agree that the Group shall have no obligation to repay any such excess amounts.

賣方及擔保人代表其各自關聯方在此不可撤回地放棄並解除對集團所欠超出股東債務上限的任何及所有金額之索償，並確認及同意集團對該等超出金額不承擔任何償還義務。

- 3A.3 The Buyer shall procure that the Post-Completion Accounts are prepared and delivered to the Seller within one(1) month after the Completion Date. The Seller shall have fifteen (15) days from the date of receipt of the Post-Completion Accounts to review and verify their accuracy.. The Post-Completion Accounts, upon confirmation by both Parties, shall be conclusive and binding on the Parties for all purposes under this Agreement, including the determination of the final amount of the Shareholder's Debt repayable by the Group.

買方應確保於完成日後一（1）個月內編製並向賣方送交完成後賬目。賣方應有十五（15）日時間（自收到完成後賬目之日起計）對完成後賬目進行審閱及核實其準確性。完成後賬目經雙方確認後對各方在本協議項下之所有目的（包括確定集團應償還之股東債務最終金額）均具決定性及約束力。

- 3A.4 Subject to clause 3A.1, the Buyer shall procure that the relevant member(s) of the Group to repay to the Seller, the Guarantor and/or their respective Affiliates (as applicable), the Shareholder's Debt as determined under the Post-Completion Accounts, provided that the aggregate repayment amount shall not exceed the Shareholder's Debt Cap, in full within six (6) months following the Completion Date.

根據第3A.1條之規定，買方應確保集團相關成員於完成日後六（6）個月內，向賣方、保證人及其各自任何關聯方(若適用)全額償還依完成後賬目確定之股東債務，惟償還總額不得超過股東債務上限。

- 3A.5 Each repayment shall be made without set-off, counterclaim, deduction or withholding (except as required by law).

期還款均不得作任何抵銷、反訴、扣減或預扣（法律要求之情況除外）。

- 3A.6 Nothing in this Agreement shall require the Seller to assign, novate or otherwise transfer the Shareholder's Debt to the Buyer.

本協議並不要求賣方將股東債務轉讓、更新或以其他方式轉移予買方。

4. CONDITIONS **條件**

- 4.1 Completion shall be conditional upon satisfaction of the Conditions listed in Schedule 3 or (if applicable) waived by the Buyer, in each case on or before the Long Stop Date.

完成應以附表3所列條件在最後截止日期或之前得到滿足或（如適用）豁免為條件。

- 4.2 The Seller shall use its best endeavours to ensure the satisfaction of the Conditions set out in Schedule 3 as soon as possible and, in any event, by no later than 11:59 p.m. on the Long Stop Date (or, if applicable, the extended Long Stop Date).
賣方應盡最大努力確保附表3所列的條件盡快得到滿足，且在任何情況下不遲於最後截止日期（或如適用，延長的最後截止日期）晚上11:59。
- 4.3 The Conditions set out in paragraphs 1, 2 & 3 of Schedule 3 may not be waived in any event by any of the Parties.
附表3第1，2及3段所列的條件在任何情況下均不得被任何一方豁免。
- 4.4 Upon either the Buyer or the Seller becoming aware or being notified of the satisfaction of any of the Conditions, or if, at any time, the Buyer or the Seller becomes aware or is notified of a fact or circumstance that might prevent any Condition from being satisfied prior to the Long Stop Date, it shall immediately inform the other Parties of the matter.
一旦買方或賣方得知或被通知任何條件已得到滿足，或者如果在任何時候，買方或賣方得知或被通知可能阻止任何條件在最後截止日期之前得到滿足的事實或情況，應立即將此事通知其他各方。
- 4.5 Subject to clause 9.4, if any of the Conditions has not been satisfied and the relevant Condition(s) is/are not waived on or before 11:59 p.m. on the Long Stop Date (or, if applicable, the extended Long Stop Date), this Agreement shall terminate automatically with immediate effect, except that, where such failure is attributable to the breach or default of a Party, the non-defaulting Party shall be entitled (but not obliged) to terminate this Agreement by written notice to the defaulting Party.
在不違反第9.4條的情況下，如果任何條件在最後截止日期（或如適用，延長的最後截止日期）晚上11:59或之前尚未得到滿足，且相關條件未被豁免，本協議應自動即時終止，惟如該等未獲達成或豁免係可歸責於任一方之違約或過失，則無違約或過失之一方有權（但無義務）以書面通知違約或過失一方終止本協議。

5. CONDUCT OF BUSINESS BEFORE COMPLETION

完成前的業務經營

- 5.1 The Seller shall procure that each of the Group Companies shall, between the date of this Agreement and the Completion Date, carry on its business in the ordinary and usual course in the same manner as carried on during the six months preceding the date of this Agreement.
賣方應促使各集團公司在本協議日期至完成日期期間，以與本協議日期前六個月所進行的相同方式在一般及慣常業務過程中經營其業務。
- 5.2 Without prejudice to the generality of clause 5.1, the Seller shall procure that no Group Company will, between the date of this Agreement and the Completion Date, undertake any of the acts or matters listed in Part I of Schedule 4A without the consent in writing of the Buyer, except where such act or matter is expressly permitted under this Agreement or is strictly necessary for the Seller to perform its express obligations under this Agreement. The Buyer's consent under this clause shall not be unreasonably withheld or delayed in respect of any request made in good faith.
在不損害第5.1條的一般性的情況下，賣方應促使任何集團公司在本協議日期至完成日期期間，未經買方書面同意，不得進行附表4A第I部分所列的任何行為或事項。惟該等行為或事項已於本協議中明確許可，或對賣方履行其於本協議項下之明確義務屬絕對必要者除外。就真誠提出之同意請求而言，買方不得無理地拒絕或延誤提供同意。

- 5.3 The Seller shall procure the relevant Group Company and third parties, between the date of this Agreement and the Completion Date, to fulfil the covenants and matters listed in Part II of Schedule 4A.

賣方應促使相關集團公司及第三方在本協議日期至完成日期期間履行附表4A第II部分所列的契約及事項。

- 5.4 Subject to applicable law, as from the date of this Agreement, the Seller shall procure, and shall use all reasonable endeavours to procure the provision of reasonable access in favour of the Buyer, its Representatives and any persons authorised by it to the premises and all the books and records and title deeds of such Group Companies and the directors appointed by the Seller and employees of the Group Companies will be instructed to give promptly all information and explanations to the Buyer, its Representatives, or any such persons as they may request, provided that the Buyer and such persons authorised by it shall be bound by clause 10 in relation to any information received or obtained pursuant to this clause 5.4. The Seller shall, and shall cause the Group to provide necessary assistance and cooperation to the Buyer with a view to facilitate the Buyer's takeover of the management and operational control of the Group and ensure smooth transitioning of the Group's business following the Completion.

在符合適用法律的前提下，自本協議日期起，賣方應促使，並應盡一切合理努力促使買方、其代表及其授權的任何人合理進入該等集團公司的場所及所有賬簿、記錄和產權契據，並將指示賣方委任的董事及集團公司的僱員迅速向買方、其代表或任何該等人士提供其可能要求的所有資料及解釋，前提是買方及其授權的該等人士應受第10條約束，不得披露根據本第5.4條收到或獲得的任何資料。賣方應，並應促使集團向買方提供必要的協助和合作，以促進買方接管集團的管理和經營控制，並確保集團業務在完成後的順利過渡。

6. COMPLETION 完成

- 6.1 Completion shall take place at the offices of the Buyer's Solicitors on the Completion Date or at such other location, time or date as may be agreed between the Seller and the Buyer.

完成應在完成日期在買方律師的辦公室進行，或在賣方與買方可能商定的其他地點、時間或日期進行。

- 6.2 At Completion: 在完成時

(a) the Seller shall observe and perform the provisions of paragraph 1 in Schedule 5; and
賣方應遵守及履行附表5第1段的規定；及

(b) the Buyer shall observe and perform the provisions of paragraph 2 in Schedule 5.
買方應遵守及履行附表5第2段的規定。

- 6.3 If any Party fails to comply with any of its obligations under this clause 6 and Schedule 5, then the Seller (in the case of a default by the Buyer) or the Buyer (in the case of a default by any of the Seller or the Guarantor) (the "**Non-Defaulting Party**") may in its absolute discretion and without prejudice to any of its other rights, by written notice to other party(ies) (the "**Defaulting Party**"):

如果任何一方未能履行其在本第6條及附表5下的任何義務，則賣方（如買方違約）或買方（如任何賣方或保證人違約）（“**非違約方**”）可絕對酌情決定且在不損害其任何其他權利的情況下，通過向其他方（“**違約方**”）發出書面通知：

- (a) proceed to Completion so far as practicable on the Completion Date and specify a later date by which the Defaulting Party shall be obliged to complete its/theirs relevant outstanding obligations;
在完成日期盡可能地進行完成，並指定一個較後日期，違約方應在該日期前完成其相關未完成的義務；
- (b) elect to defer Completion to a new date being not more than twenty (20) Business Days following the Completion Date (so that the provisions of this clause 6 shall apply to Completion as so deferred) provided that such deferral may occur only once; or
選擇將完成推遲到一個新的日期，該日期不超過完成日期後二十(20)個營業日（使本第6條的規定適用於如此推遲的完成），前提是該推遲只能發生一次；或
- (c) terminate this Agreement.
終止本協議。

6A. POST-COMPLETION UNDERTAKINGS

完成後承諾事項

6A.1 The Seller shall use reasonable endeavours to assist and cooperate with the Buyer in procuring that the Group Companies observe and perform the post-Completion undertakings set out in Schedule 4B.

賣方應盡合理努力協助並配合買方促使集團公司遵守並履行附表4B所載之完成後承諾。

7. SELLER'S REPRESENTATIONS AND WARRANTIES

賣方陳述與保證

The Seller and the Guarantor jointly and severally represents and warrants to the Buyer in the terms of the Seller's Representations Warranties set out in Schedule 6 as at the date of this Agreement, except as fairly and specifically disclosed in the Disclosure Schedule delivered by the Seller on the date of this Agreement. The representations and warranties in the Seller's Representations and Warranties shall be deemed to be repeated by the Seller immediately before Completion by reference to the facts and circumstances then existing as if references in the representations and warranties to the date of this Agreement were reference to the Completion Date賣方及保證人共同及個別地向買方陳述並保證，在本協議日期按照附表6所載的賣方陳述與保證的條款，惟不包括賣方於本協議簽署日提交之披露附中已充分且具體披露之事項。賣方陳述與保證中的陳述與保證應被視為在完成前由賣方根據當時存在的事實和情況重複，如同陳述與保證中對本協議日期的提述是對完成日期的提述。

8. BUYER'S REPRESENTATIONS AND WARRANTIES

買方陳述與保證

The Buyer represents and warrants to the Seller in the terms of the Buyer's Representations Warranties set out in Schedule 7 as at the date of this Agreement. The warranties in the Buyer's Representations and Warranties shall be deemed to be repeated by the Buyer immediately before Completion by reference to the facts and circumstances then existing as if references in the representations and warranties to the date of this Agreement were reference to the Completion Date.

買方向賣方陳述並保證，在本協議日期按照附表7所載的買方陳述與保證的條款。買方陳述與保證中的保證應被視為在完成前由買方根據當時存在的事實和情況重複，如同保證中對本協議日期的提述是對完成日期的提述。

9. TERMINATION 終止

- 9.1 This Agreement may be terminated by mutual written agreement of the Seller and the Buyer.
本協議可通過賣方與買方的相互書面協議終止。
- 9.2 This Agreement may be terminated by the Buyer at any time prior to Completion in the event of a material breach by the Seller of any Seller's Representations and Warranties and undertakings that is not curable or, if curable, is not cured within thirty (30) Business Days after the Buyer gives written notice to the Seller that it wishes to terminate this Agreement.
如果賣方嚴重違反任何賣方陳述與保證及賠償承諾，且該違約無法補救，或者如果可以補救，在買方向賣方發出書面通知表示其希望終止本協議後三十(30)個營業日內未能補救，則買方可在完成前隨時終止本協議。
- 9.3 This Agreement may be terminated by the Seller at any time prior to Completion in the event of a material breach by the Buyer of any of its obligations or undertakings under this Agreement, which is not curable or, if curable, is not cured within thirty (30) Business Days after the Seller gives written notice to the Buyer specifying the breach and stating its intention to terminate this Agreement.
如買方在完成前嚴重違反其在本協議項下的任何義務或承諾，且該違約不可補救，或如可補救，於賣方向買方發出書面通知指出違約並表示其擬終止本協議後三十（30）個營業日內未能補救，則賣方可在完成前隨時終止本協議。
- 9.4 In the event of the termination of this Agreement in accordance with its terms, this Agreement shall terminate in all respects with immediate effect, and no Party shall have any claim under this Agreement against any Parties, save that the Surviving Provisions hereof shall continue to apply in full force and effect thereafter and, other than as provided in this Agreement, such termination shall be without prejudice to a Party's accrued rights and remedies, obligations and liabilities under this Agreement as at the date of such termination.
如果本協議按照其條款終止，本協議應在所有方面立即終止，任何一方不得根據本協議對任何其他方提出任何索賠，但存續條款應在此後繼續完全有效，且除本協議另有規定外，該終止不損害一方在終止日期前根據本協議已產生的權利和補救、義務和責任。

10. CONFIDENTIAL INFORMATION 保密資料

- 10.1 Subject to clause 10.2, each Party shall treat as strictly confidential and shall not disclose to any other person any information received or obtained as a result of entering into or performing this Agreement which relates to: 在不違反第10.2條的情況下，各方應將因訂立或履行本協議而收到或獲得的與以下各項有關的任何資料視為嚴格保密，且不得向任何其他人士披露：
- (a) the provisions, negotiations or subject matter of this Agreement; or
本協議的條款、談判或主題事項；或
 - (b) which relates to the other Parties, including written information and information transferred or obtained orally, visually, electronically or by any other means (collectively "**Confidential Information**").
與其他各方有關的資料，包括書面資料及以口頭、視覺、電子或任何其他方式轉移或獲得的資料（統稱“保密資料”）。

- 10.2 Notwithstanding the other provisions of this clause 10, a Party may disclose or use Confidential Information which would otherwise be subject to the provisions of clause 10.1 if and to the extent: 儘管有本第10條的其他規定，一方可在以下範圍內披露或使用原本受第10.1條規定約束的保密資料：
- (a) the disclosure or use is required by Law or any Authority to which such Party is subject to or submits (whether or not the request for information has the force of law);
法律或該方所服從或提交的任何機構要求披露或使用（無論資料請求是否具有法律效力）；
 - (b) the disclosure or use is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement;
為了本協議引起的任何仲裁或司法程序而需要披露或使用；
 - (c) Confidential Information is disclosed on a need to know and strictly confidential basis to its Affiliates or their respective Representatives, provided that such recipients agree to be bound by equivalent confidentiality restrictions;
嚴格保密的基礎上根據需要向其關聯方或其各自的代表披露保密資料，前提是該等接收者同意受同等保密限制的約束；
 - (d) Confidential Information was lawfully in its possession or in the possession of any of its Affiliates or their respective Representatives (in either case as evidenced by written records) free of any restriction as to its use or disclosure prior to it being so disclosed;
保密資料在披露之前已合法地由其或其任何關聯方或其各自的代表擁有（以書面記錄為證），不受任何使用或披露限制；
 - (e) Confidential Information is or becomes in the public domain through no fault of that Party or any of its Affiliates or their respective Representatives;
保密資料在非該方或其任何關聯方或其各自的代表的過錯下已進入或進入公共領域；
 - (f) the other Parties have given prior written consent to the disclosure or use (such consent not to be unreasonably withheld or delayed);
其他各方已事先書面同意披露或使用（此類同意不得無理拒絕或延遲）；
 - (g) the disclosure of Confidential Information is made on a confidential basis to a bona fide third party or professional advisers or financiers of such third party wishing to acquire all or part of the Buyer's Group to the extent that any such persons need to know the information for the purposes of considering, evaluating, advising on or furthering the potential purchase, and provided that no such disclosure shall be made unless:
保密資料的披露是在保密基礎上向真誠的第三方或該第三方的專業顧問或融資方作出的，該第三方希望收購買方集團的全部或部分，惟僅限於該等人士需要知道該資料以考慮、評估、就潛在購買提供意見或促進潛在購買，並且：
 - i. such person has agreed to be bound by equivalent confidentiality restrictions; and
該人已同意受同等保密限制的約束；及
 - ii. the information being disclosed has been approved by the other Parties (such approval not to be unreasonably withheld or delayed);
所披露的資料已獲其他各方批准（此類批准不得無理拒絕或延遲）；
 - (h) Confidential Information is independently developed by that Party after the date of this Agreement; or
保密資料是由該方在本協議日期後獨立開發的；或

- (i) the disclosure or use is required to enable that Party to perform this Agreement or enforce its rights under this Agreement or otherwise vest the full benefit of this Agreement in that Party,

披露或使用是為了使該方能夠履行本協議或執行其在本協議下的權利或以其他方式使該方完全受益於本協議，

and provided that, to the extent permitted by Law, any Confidential Information to be disclosed in reliance on clause 10.2(a) and (b) shall be disclosed only after consultation with other Parties with a view to providing other Parties with the opportunity to contest such disclosure or use (or otherwise agree the timing and content of such disclosure or use) and the Party intending to disclose the Confidential Information shall take into account the reasonable comments or requests of such other Parties.

並且，在法律允許的範圍內，任何依據第10.2(a)和(b)條披露的保密資料應僅在與其他各方協商後披露，以提供其他各方有機會對抗此類披露或使用（或以其他方式同意此類披露或使用的時間和內容），且打算披露保密資料的一方應考慮該等其他各方的合理評論或請求。

11. NON-COMPETE AND NON-SOLICITATION

不競爭及不招攬

- 11.1 Subject to the Buyer's compliance with its obligation and covenant hereunder, each of the Seller and the Warrantor undertakes to the Buyer it shall not, and shall procure that its Affiliates shall not, directly or indirectly, during the Restricted Period:

在買方遵守其在本協定項下義務和承諾的前提下，賣方及保證人各自向買方承諾，其不得且應促使其關聯方不得在限制期間內直接或間接：

- (a) be concerned in any business which is of the same or substantially similar type as the Restricted Business within the Restricted Area (or any part of it) and which is competitive with the Restricted Business in the Restricted Area (or any part of it); or 在限制區域（或其任何部分）內從事與限制業務相同或實質上相似的任何業務，且該業務在限制區域（或其任何部分）內與限制業務存在競爭；或
- (b) canvass or solicit orders for services or goods being provided by or to any member of the Group to or from any person, firm or company which has within the previous two years from the relevant time been a material customer of any member of the Group. 向從相關時間前兩年內一直是集團任何成員的重要客戶的任何人、公司或公司招攬或招徠訂單，以提供集團任何成員提供的服務或貨物。
- (c) solicit, endeavour to entice away, employ or offer to employ, any employees in the employment of any member of the Group. 招攬、試圖誘使離開、僱用或提出僱用集團任何成員僱用的任何僱員。

For the avoidance of doubt, the continued appointment or engagement of Mr. Jin Zhenghua within any member of the Group after Completion shall not constitute a breach of this clause 11.1.

為免生疑問，完成後金政華先生於集團任何成員內持續擔任任何職位、參與或從事任何形式之工作或角色，不應構成違反本第11.1條

- 11.2 For the purpose of this clause 11, a person shall be deemed to be concerned in a business if it directly or indirectly, carries it on, engages in, manages, operates, Controls, works for, consults

with, renders services for, or participates in such business (whether as a principal or agent) or if it has any direct or indirect financial interest in such business (whether as a shareholder or lender or consultant to any person who carries on or is engaged in the business).

就本第11條而言，如果一個人直接或間接地經營、從事、管理、操作、控制、為其工作、與其協商、為其提供服務或參與此類業務（無論是作為委託人還是代理人），或如果他對此類業務有任何直接或間接的財務利益（無論是作為股東、貸款人還是經營業務的任何人的顧問），則應被視為與業務有關。

- 11.3 For the purpose of this clause 11, the term “Warrantor” include the following persons:
就本第11條而言，“保證人”一詞包括以下人士：

(1)	(2)	(3)
Name of Warrantor 保證人姓名	Address 地址	Email 電子郵件
Jin Zhenghua 金政華	No.5-17, Xindong Jinjiaqiao, Huaqiao Town, Kunshan City, Jiangsu Province, China 中國江蘇省昆山市花橋鎮金家橋新東5-17號	N/A

- 11.4 Each of the restrictions in each paragraph above in this clause 11 shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid.

本第11條中每段的每項限制應獨立於其他限制而可執行，其有效性不應受任何其他限制無效的影響。

- 11.5 Each Party acknowledges that if any restriction provided in this clause 11 is held to be void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion or modification as may be necessary to make it valid and enforceable.

各方確認，如果本第11條中規定的任何限制被認為無效，但如果刪除限制的某些部分，則該限制將是有效的，則該限制應適用於可能需要的刪除或修改，以使其有效且可執行。

- 11.6 For the purposes of this clause 11:
就本第11條而言：

- (a) “**Restricted Area**” means the PRC, the United States of America, Thailand, Vietnam (or if such country or region is held to be unenforceable, in each province in which the Restricted Business is carried on at the relevant times, or if such provinces are held to be unenforceable, in each city in which the Restricted Business is carried on at the relevant times, or such smaller area as may need to be applied in accordance with law in order to be enforceable);

“限制區域”指中國、美國、泰國、越南（或如果該國家或地區被認為不可執行，則在相關時間內開展限制業務的每個省份，或如果該等省份被認為不可執行，則在相關時間內開展限制業務的每個城市，或為使其可執行而可能需要應用的較小區域）；

- (b) “**Restricted Business**” means the Business and any new businesses or developments to the Business which are, as at the Completion Date, carried out or implemented by any member of the Group; and

“限制業務”指業務及截至完成日期任何集團成員已開展或實施的業務的任何新業務或發展；及

(c) “**Restricted Period**” means the period commencing from the Completion Date and until the date which is two (2) years after the Completion Date (or such shorter period (but the longest period permissible) as may need to be applied in accordance with law in order to be enforceable).

“限制期間”指從完成日期開始至完成日期後兩(2)年的日期（或為使其可執行而可能需要應用的較短期間（但許可的最長期間））。

11.7 For two (2) years following the date of this Agreement, each of the Seller and the Warrantor shall not and shall until the Completion Date procure the Group not to, without prior written consent of the Buyer, directly or indirectly solicit, endeavour to entice away, employ or offer to employ any officers or senior employees in the employment of any of the Buyer or its Affiliates.

在本協議日期後兩(2)年內，賣方及保證人不得且應直至完成日期促使集團在未經買方事先書面同意的情況下，直接或間接招攬、試圖誘使離開、僱用或提出僱用買方或其關聯方僱用的任何高級職員或高級僱員。

12. COSTS AND TAX PAYMENTS

成本及稅款支付

12.1 Except where this Agreement provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement.

除本協議另有規定外，各方應支付其與協商、準備、執行及履行本協議有關的自身成本。

12.2 The Seller hereby undertakes to Buyer that it will pay any and all Taxes payable and make any Tax reporting and filings in connection with the Transaction, in each case, as required by applicable Law. It is acknowledged that the Consideration is inclusive of all Taxes to be imposed on the Seller for the Transaction. The Seller will indemnify and hold harmless the Buyer for any indemnifiable Losses suffered or incurred by it resulting from or arising out of any failure by the Seller to pay any Taxes or make any Tax reporting or filings in connection with the Transaction in accordance with applicable Law, including any penalty imposed on the Buyer in connection with any such failure by the Seller.

賣方特此向買方承諾，其將按照適用法律的要求支付與交易有關的任何及所有稅項，並進行任何稅務申報及備案。雙方確認，代價包含賣方就交易應繳納的所有稅項。賣方將賠償並使買方免於因賣方未能按照適用法律支付任何稅項或進行任何與交易有關的稅務申報或備案而遭受或招致的任何可賠償損失，包括與賣方的任何此類失敗有關的任何對買方徵收的罰款。

13. INDEMNIFICATION

賠償

13.1 The Seller agrees from and after the date of this Agreement, to indemnify and hold harmless the Buyer and its Representatives (each an “**Indemnified Party**”) from and against any and all indemnifiable Losses suffered or incurred by such Indemnified Party as a result of or arising from, directly or indirectly, in connection with, arising out of or as a result of, any breach or non-performance of any of the representations, warranties, covenants or agreements made by the Seller, the Warrantor or their respective Representatives in or pursuant to this Agreement.

賣方同意自本協議日期起，賠償並使買方及其代表（各為“**受償方**”）免於因賣方、保證人或其各自的代表在本協議中或根據本協議作出的任何陳述、保證、契約或協議的任何違反或不履行而直接或間接產生、引起或導致的任何及所有可賠償損失。

13.2 The Seller shall indemnify and hold harmless each Indemnified Party from and against any

Losses attributable to (x) any Taxes (or the non-payment thereof) of any Group Company for all taxable periods ending on or before the Completion Date and the portion through the end of the Completion, for any taxable period that includes (but does not end on) the Completion, and (y) all liability for any Taxes of any other person imposed by any Authority on any Group Company as a transferee, successor, withholding agent, or accomplice in connection with an event or transaction occurring before the Completion.

賣方應賠償並使每一受償方免於承擔以下所引致的任何損失：（x）任何集團公司於完成日期或之前結束的所有納稅期間內，或於包括（但不在）完成日期結束的納稅期間截至完成日期之部分期間內所產生的任何稅項（或未支付該等稅項）；以及（y）任何機構因完成前發生的事件或交易，而對任何集團公司作為受讓人、繼承人、扣繳義務人或共同行為人所徵收的任何其他人士的稅項之全部責任。

- 13.3 The Seller shall indemnify and hold harmless each Indemnified Party from and against any and all indemnifiable losses suffered by such Indemnified Party, directly or indirectly, arising out of or in connection with any liability or obligation of any Group Company incurred in the course of its business or operations at any time prior to the Completion Date (including any non-compliance with any applicable Laws or contracts, any dispute with a third party with respect to the Group's Intellectual Property Rights, or the failure to timely obtain any Authorisation from the competent Authority in accordance with the applicable Laws, or the non-payment or underpayment of social insurance or housing fund contributions, or any action, suit, arbitration or other court proceeding, pending or threatened, due to the facts existing prior to the Completion even if the liability is actually incurred after the Completion).

賣方應賠償並使每一受償方免受其因任何集團公司在完成日期前於其業務或經營過程中產生的任何責任或義務所引起或與之相關的任何及所有可賠償損失（無論為直接或間接產生），包括因不遵守任何適用法律或合約、與第三方就集團的知識產權產生的任何爭議、未能根據適用法律及時取得主管機關的任何授權、未支付或少支付社會保險或住房公積金，或因完成前存在的事實而引起或面臨的任何訴訟、仲裁或其他法院程序（即使該等責任實際上是在完成後產生）。

13.4 Notwithstanding anything to the contrary in this Agreement:

儘管本協議有任何相反規定：

- (a) The Seller shall not be liable for any Claim under this Agreement unless the aggregate amount of all such Claims exceeds RMB 500,000, in which case the entire amount of such Claims (and not merely the excess) shall be recoverable.

除非買方根據本協議提出的全部索賠金額總和超過人民幣500,000元，否則賣方對該等索賠不承擔任何責任；如超過，則買方有權就全部金額（而非僅超出部分）進行追償。

- (b) The aggregate liability of the Seller (and the Guarantor, if applicable) under or in connection with this Agreement (including clauses 13.1 to 13.3) shall not exceed an amount equal to HK\$460,000,000.

賣方（如適用，包括保證人）在本協議項下或與本協議有關的一切責任（包括第13.1至13.3條）所應承擔的最高賠償總額不應超過港幣460,000,000元。

- (c) The Seller's liability under clauses 13.1 to 13.3, clause 13.4 and clause 14 shall survive Completion and remain in full force and effect for the following periods:

賣方在第13.1至13.3條、第13.4條及第14條項下的責任應在完成後繼續有效，並於下列期限內持續有效：

- (i) in respect of any matter relating to Taxes, for a period of seven (7) years from the Completion Date;

關於稅務事項，期限為自完成日起七（7）年；

- (ii) in respect of any liability arising from or in connection with the indirect transfer of PRC taxable income (including under SAT Bulletin [2015] No. 7 (“Bulletin 7”)), for a period of ten (10) years from the Completion Date; and

關於因間接轉讓中國應稅所得而產生或與之相關的責任（包括國家稅務總局[2015]第7號文（“7號文”）項下的情況），期限為自完成日起十（10）年；

- (iii) in respect of all other matters, for a period of four (4) years from the Completion Date;

關於其他事項，期限為自完成日起四（4）年。

- (d) No Claim may be brought against the Seller or the Guarantor unless written notice of such Claim (setting out reasonable details of the factual and legal basis for the Claim) has been delivered to the Seller prior to the expiry of the applicable survival period set out in clause 13.4(c).

買方須於第13.4(c)條所述適用存續期間屆滿前，以書面形式向賣方發出載明索賠具體事實及法律依據的通知，否則不得就該索賠向賣方或保證人提出索償。

14. SPECIFIC INDEMNITIES

特定賠償

- 14.1 The Seller undertakes that it shall indemnify and hold harmless the Buyer (for itself and as trustee for the Company and its subsidiaries) from and against any and all Losses incurred or suffered by any of them arising out of, relating to, or in connection with any of the following matters, where such matters occurred, arose or existed prior to the Completion Date: 賣方承諾，其應就買方（為其自身及作為公司及其附屬公司之受託人）因下列事項於完成日前已發生、產生或存在而引致、與之有關或因而產生的任何及所有損失，向買方作出賠償並保障其免受損失：

- (a) the failure of Jin’s Copper Industries Co., Limited (金氏銅業有限公司) to prepare audited financial statements for the financial years preceding its dormancy on March 5, 2024 in accordance with the requirements in Section 379 and 405 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

金氏銅業有限公司未能按照《公司條例》（香港法例第622章）第379和405條的要求，為其在2024年3月5日休眠前的財政年度編製經審核財務報表；

- (b) the participation of Dejinchang Optoelectronics Technology (Thailand) Co., Ltd.. (“**Dejinchang Thailand**”) in Talesun Greenpower Technology Co., Ltd. (“**Talesun**”), including:

因德晉昌光電（泰國）科技有限公司（“泰國德晉昌”）參與Talesun Greenpower Technology Co., Ltd. (“Talesun”）而引起或與之相關的情況，包括：

- (i) any claims, demands or liabilities relating to the arbitral award of approximately THB 63.59 million issued by the Thai Arbitration Institute in favour of Sinohydro (Thailand) Co., Ltd.;
有關泰國仲裁院向Sinohydro (Thailand) Co., Ltd.作出的約63.59百萬泰銖仲裁裁決的索賠或責任；

- (ii) any claims or demands or liabilities for unpaid or unfulfilled capital contributions to Talesun; and

任何針對Talesun未繳或未履行資本出資的索賠、要求或責任；及

- (iii) any contingent, residual or future liability of Dejinchang Thailand to Talesun, Sinohydro or any other JV partner or third party, whether actual or contingent, notwithstanding its exit from Talesun;
儘管泰國德晉昌已退出Talesun，但其對Talesun、Sinohydro或任何其他合資夥伴或第三方的任何或有、剩餘或未來責任（無論屬實際或或有）；
- (c) any losses, fines, penalties, liabilities, costs or expenses arising out of or in connection with the suspension, withdrawal, termination or loss of any BOI promotion certificate or IEAT rights as a result of:
因下列原因導致任何BOI優惠證書或IEAT權利被暫停、撤銷、終止或喪失而產生或與之相關的任何損失、罰款、責任、費用或開支：
 - (i) the transactions contemplated by this Agreement; or
本協議擬進行之交易；或
 - (ii) any breach of the representations and warranties relating to BOI or IEAT compliance.
任何有關BOI或IEAT合規之陳述及保證之違反。
- (d) the failure to make payment for the social insurance for employees of the PRC Group Companies pursuant to the applicable PRC Law;
未能根據適用之中國法律為中國集團公司的僱員繳納社會保險；
- (e) the failure to make housing fund contributions for employees of the PRC Group Companies under the Regulation on the Administration of Housing Accumulation Funds (住房公積金管理條例);
未能根據《住房公積金管理條例》為中國集團公司的僱員繳納住房公積金；
- (f) any fines, penalties, administrative sanctions, remedial obligations or compliance costs imposed on Jian DejinChang Optoelectronics Technology Co., Ltd. (吉安德晉昌光電科技有限公司) in connection with 因吉安德晉昌光電科技有限公司在下列事項方面的違失而被處以的任何罰款、處罰、行政制裁、補救義務或合規成本：
 - (i) the failure to complete project change filings or obtain approvals for its 2024 capacity expansion project;
未完成 2024 年擴產項目的變更備案或未取得相關審批；
 - (ii) the failure to complete environmental impact assessment procedures or renew its pollutant discharge permit (排污許可證); or
未完成環境影響評估程序或未續期排污許可證；或
 - (iii) the failure to prepare, disclose or file an environmental protection facilities self-inspection and acceptance report or to submit the relevant information to the national construction project environmental protection acceptance platform;
未編制、公開或提交環保設施自主驗收報告，或未向全國建設項目竣工環境保護驗收信息平台提交相關信息；
- (g) any fines, penalties, administrative sanctions, remedial obligations or compliance costs imposed on Nantong Zhenhongchang Technology Co., Ltd (南通臻弘鋁科技有限公司) in connection with 因南通臻弘鋁科技有限公司在下列事項方面的違失而被處以的任何罰款、處罰、行政制裁、補救義務或合規成本：
 - (i) its failure to obtain a valid pollutant discharge permit;
未取得有效排污許可證；
 - (ii) its failure to prepare and complete the environmental protection facilities self-inspection and acceptance report for its cable alloy special conductor production project (電纜合金特種導體生產項目);

- 未編制並完成電纜合金特種導體生產項目環保設施自主驗收報告；
- (iii) its failure to disclose the acceptance report to the public; and
- 未向公眾公開該驗收報告；及
- (iv) its failure to upload required information relating to the project to the national construction project environmental protection acceptance platform.
- 未在全國建設項目竣工環境保護驗收信息平台上傳有關該項目的所需信息。

- (h) fines and/or administrative penalties imposed against DZC OPTOELECTRONICS TECHNOLOGY (VIETNAM) COMPANY LIMITED in connection with the discrepancy between the chartered capital recorded in its ERC and the enterprise registration details; 因DZC OPTOELECTRONICS TECHNOLOGY (VIETNAM) COMPANY LIMITED的企業登記證上記錄的註冊資本與企業登記詳情之間的差異而對其處以罰款及/或行政處罰；

- (i) the failure to obtain required approvals or comply with applicable procedures under Vietnamese laws in respect of transactions between DZC OPTOELECTRONICS TECHNOLOGY (VIETNAM) COMPANY LIMITED and its related persons (including any violations of the Law on Enterprises or other applicable regulations governing related-party transactions)
- 未能根據越南法律就DZC OPTOELECTRONICS TECHNOLOGY (VIETNAM) COMPANY LIMITED與其關聯方之間的交易獲得所需批准或遵守適用程序（包括違反《企業法》或其他規管關聯方交易的適用法規）

- (j) any and all Taxes, interest, penalties, fines, costs or expenses arising out of, in connection with or resulting from any failure to make, or decision not to make, any filings, returns or submissions, or to pay any taxes, under SAT Bulletin [2015] No. 7 (“Bulletin 7”) (or any successor rules) in relation to the indirect transfer contemplated by this Agreement, and any challenge, assessment or enforcement action by any PRC Tax Authority in respect thereof. The indemnity under this clause 14.1(j) shall survive for ten (10) years from the Completion Date.

因未就本協議所涉之間接轉讓而根據國家稅務總局公告2015年第7號(“7號文”)（或任何後續規定）辦理申報、提交申報表或繳納稅款，或因決定不予申報 / 不予繳納所引致或與之有關之任何及所有稅項、利息、罰款、罰金、費用或開支，以及任何中國稅務機關就此而作出之質疑、評稅或執行行動。

本第14.1(j)條項下之賠償自完成日起存續十（10）年。

15. ENTIRE AGREEMENT

完整協議

This Agreement constitutes the entire agreement and supersedes any previous agreement between the Buyer and/or any of its agents or advisers (on the one hand) and the Seller and/or any of its agents or advisers (on the other hand), in each case, relating to the Transaction.

本協議構成完整協議，並取代買方及/或其任何代理人或顧問（一方）與賣方及/或其任何代理人或顧問（另一方）之間與交易有關的任何先前協議。

16. GENERAL 一般條款

16.1 A variation of or amendment to this Agreement is only valid if it is in writing and signed by or on behalf of each Party.

本協議的變更或修訂僅在書面形式並由各方或其代表簽署後方為有效。

16.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

未能行使或延遲行使本協議或法律規定的權利或補救措施不會損害或構成對該權利或補救措施的放棄，或對其他權利或補救措施的損害或放棄。對本協議或法律規定的權利或補救措施的單次或部分行使不妨礙進一步行使該權利或補救措施，或行使另一項權利或補救措施。

16.3 The rights and remedies contained in this Agreement are cumulative and are exclusive of all other rights and remedies, whether provided by law, in contract or in equity.

本協議所含的權利和補救措施是累積性的，並排除了法律、合約或衡平法規定的所有其他權利和補救措施。

16.4 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable under the laws of any jurisdiction, that shall not affect:

如果本協議的任何條款在任何時候根據任何司法管轄區的法律是或變得非法、無效或不可執行，這不會影響：

(a) the legality, validity or enforceability under the law of any other jurisdiction of that or another provision of this Agreement; or

本協議的該條款或另一條款在任何其他司法管轄區法律下的合法性、有效性或可執行性；或

(b) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

本協議任何其他條款在該司法管轄區的合法性、有效性或可執行性。

16.5 This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

本協議可以任何數量的副本簽署，每份在簽署並交付時均為原件，所有副本共同證明同一協議。

16.6 Unless otherwise specified in this Agreement, each of the Parties undertakes to other Parties that it will do all such acts and things and execute all such deeds and documents as may be necessary to carry into effect or to give legal effect to the provisions of this Agreement and to consummate the Transaction.

除非本協議另有規定，各方向其他各方承諾，其將做所有必要的行為和事情，並簽署所有必要的契約和文件，以實施或賦予本協議條款法律效力，並完成交易。

16.7 Each Party agrees that damages would not be an adequate remedy for breach of this Agreement and acknowledges that other Parties shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific

performance and other equitable relief) for any threatened or actual breach of this Agreement.

各方同意，損害賠償不足以作為違反本協議的充分補救，並承認其他各方有權尋求保護令、禁令救濟和法律或衡平法上可獲得的其他補救措施（包括但不限於尋求特定履行和其他衡平法救濟），以應對任何威脅或實際違反本協議的行為。

- 16.8 Neither the Seller nor the Buyer shall assign, transfer, declare a trust of the benefit of or in any other way alienate any of its rights under this Agreement whether in whole or in part unless with the prior written consent of other Parties. Notwithstanding the foregoing, the Buyer may assign its rights under this Agreement to any of its Affiliates as if it were the Buyer under this Agreement without the consent of other Parties.

除非經其他各方事先書面同意，否則賣方或買方不得全部或部分轉讓、轉移、宣告信託或以任何其他方式讓與其在本協議下的任何權利。儘管有上述規定，買方可以將其在本協議下的權利轉讓給其任何關聯方，如同該關聯方是本協議下的買方一樣，而無需獲得其他各方的同意。

- 16.9 Each of the Parties shall execute such further documents as may be required by law or be necessary to implement and give effect to this Agreement.

各方應簽署法律可能要求的或為實施和賦予本協議效力所必需的進一步文件。

- 16.10 In case of any inconsistency or conflict between the English version and the Chinese version of this Agreement, the English version shall prevail.

如本協議之英文版本與中文版本有任何不一致或衝突，概以英文版本為準。

17. NOTICES 通知

- 17.1 A notice or other communication (a “Notice”) under this Agreement shall only be effective if it is in writing.

根據本協議發出的通知或其他通訊（“通知”）僅在書面形式下方為有效。

- 17.2 Notices under this Agreement shall be sent to the respective Party at its address (including e-mail) or fax number and for the attention of the individuals set out below: 根據本協議發出的通知應發送至各方在下文所列的地址（包括電子郵件）或傳真號碼，並註明下文所列個人的收件人：

Party 一方	Address 地址	Fax No. /Email 傳真號碼/電子郵件	Attention 收件人
Seller 賣方	No. 88 Taihu Road, Kunshan Economic and Technological Development Zone, Jiangsu Province, China 中国江苏省昆山开发区太湖路 88 号	attorneyzdw@foxmail.com	Li Renhua 李仁华

Guarantor 保 證人	No.5-17, Xindong Jinjiaqiao, Huaqiao Town, Kunshan City, Jiangsu Province, China 中國江蘇省昆 山市花橋鎮金 家橋新東 5-17 號	N/A	JIN Zhenghua 金 政華
Buyer 買方	Units 213-221, 2/F, Building 5E, 5 Science Park East Avenue, Hong Kong Science Park, Shatin, Hong Kong 香港沙田香港 科學園科技大 道東 5 號 5E 大 樓 2 樓 213-221 室	N/A	Board of Directors 董事會

provided that a Party may change its notice details on giving Notice to other Parties of the change in accordance with this clause.

但一方可通過按照本條款向其他各方發出更改通知詳情的通知來更改其通知詳情。

17.3 Any Notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:- 根據本協議發出的任何通知，在沒有較早收到的情況下，應被視為已按以下方式正式發出： -

- (a) if delivered personally, on delivery;
如親自遞交，於交付時；
- (b) if sent by post or registered post, two (2) clear Business Days after the date of posting;
如通過郵寄或掛號郵寄發送，於郵寄日期後兩(2)個完整營業日；
- (c) if sent by e-mail, at the time of transmission (excluding, however, any answer or confirmation automatically generated by electronic means (such as out-of-office replies));
如通過電子郵件發送，於發送時（但不包括由電子方式自動生成的任何回覆或確認（如辦公室外自動回覆））；
- (d) if sent by fax at the time of transmission but only if receipt is confirmed by return fax transmission, reply email or otherwise in writing; and

如通過傳真發送，於發送時，但只有在通過回傳傳真、回覆電子郵件或以其他書面方式確認收到的情況下；及

- (e) in the case of registered airmail, five (5) Business Days from the date of posting.
如為掛號航空郵件，於郵寄日期後五(5)個營業日。

18. GOVERNING LAW AND DISPUTE RESOLUTION **適用法律及爭議解決**

18.1 This Agreement shall be governed by, and interpreted in accordance with, the laws of Hong Kong. 本協議應受香港法律管轄並依其解釋。

18.2 Any disputes, controversies, differences or disagreements arising under, out of or in connection with this Agreement shall be finally settled by arbitration administered by the Hong Kong International Arbitration Centre in Hong Kong, in accordance with the Rules of Arbitration of the International Chamber of Commerce for the time being in force (the “**Rules**”) which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Hong Kong and the language of the arbitration shall be English. The number of arbitrators shall be three (3) appointed in accordance with the Rules, with the Seller, on the one hand, and the Buyer, on the other hand, each being entitled to designate one arbitrator, while the third arbitrator, who shall act as the presiding arbitrator, will be selected by agreement between the two designated arbitrators. The arbitration shall be the sole and exclusive forum for resolution of any such dispute, controversy or claim and a decision rendered by the arbitral tribunal in such proceedings shall be final and binding on the Parties, without any right of appeal. Each Party hereto consents to the enforcement of any such arbitration award by any court having jurisdiction by any means including judgment being entered in respect of such arbitration award. Notwithstanding the foregoing, each Party hereto shall have the right to seek interim relief from any court of competent jurisdiction, and this shall not be deemed or construed as incompatible with, or operate as a waiver of, the foregoing agreement to arbitrate.

根據、由於或與本協議有關的任何爭議、爭論、分歧或不同意見應最終由香港國際仲裁中心根據當時有效的國際商會仲裁規則（“**規則**”）在香港進行仲裁解決，該規則被視為通過引用納入本條款。仲裁地點應為香港，仲裁語言應為英語。仲裁員人數應為根據規則任命的三(3)名，賣方一方和買方另一方各有權指定一名仲裁員，而第三名仲裁員，即首席仲裁員，將由兩名指定仲裁員協商選出。仲裁應為解決任何此類爭議、爭論或索賠的唯一和專屬論壇，仲裁庭在此類程序中作出的決定應為最終且對各方具有約束力，不得上訴。本協議各方同意由任何有管轄權的法院通過任何方式執行任何此類仲裁裁決，包括就此類仲裁裁決作出判決。儘管有上述規定，本協議各方應有權向任何有管轄權的法院尋求臨時救濟，這不應被視為或解釋為與前述仲裁協議不相容，或操作為放棄前述仲裁協議。

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In witness whereof this Agreement has been executed on the date first stated above.
茲證明本協議已於上述日期首次簽署。

EXECUTED by the Seller:

由賣方簽署:

Signed for and on behalf of)

代表金氏投資有限公司簽署)

JIN'S INVESTMENT LIMITED)

金氏投資有限公司)

By簽署: JIN ZHENGHUA (金政華))

Title職銜: Director (董事))

In the presence of 見證人: 張大文)

Zhang, Dawen)

張大文)

No. 88, Taihu Road,)

Kunshan Development Zone,)

Jiangsu Province, China)

中国江苏省昆山开发区太湖路88号)

For and on behalf of
Jin's Investment Limited
金氏投資有限公司
金政華
.....
Director/Authorized Signature(s)

EXECUTED AS A DEED by Guarantor:
保證人以契據形式簽署:

Signed, sealed and delivered by:
由以下人士簽署、蓋章及交付:
JIN ZHENGHUA 金政华

金政华 

By簽署:
Title職銜:

In the presence of 見證人: 张大文
Zhang, Dawen
张大文

No. 88, Taihu Road,
Kunshan Development Zone,
Jiangsu Province, China
中国江苏省昆山开发区太湖路88号

EXECUTED by the Buyer:
由買方簽署:

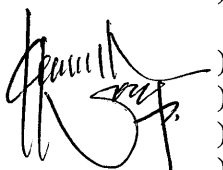
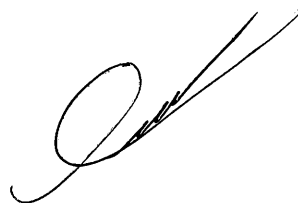
Signed for and on behalf of)
代表匯聚科技有限公司簽署)
Time Interconnect Technology Limited)
(匯聚科技有限公司))

By簽署: Cua Tin Yin Simon (柯天然))
Title職銜: Director (董事))

In the presence of 見證人:

Wong Chi Kuen (黃志權)

Unit 213- 221, 2/F, Building 5E,
5 Science Park East Avenue,
Hong Kong Science Park,
Shatin, Hong Kong



SCHEDULE 1

附表 1

DETAILS OF THE COMPANY

公司詳情

Name 名稱	:	DEJINCHANG INVESTMENT LIMITED 德晋昌投资有限公司
Former Name 前稱	:	Zhenxiong Investment Limited 震雄投资有限公司
Place of incorporation 註冊成立地點	:	British Virgin Islands 英屬維爾京群島
Date of incorporation 註冊成立日期	:	23 March 2009 2009年3月23日
Authorised share capital 法定股本	:	US\$1,000,000 divided into 1,000,000 ordinary shares of US\$1.00 each 1,000,000美元，分為1,000,000股每股面值1.00美元的普通股
Issued share capital 已發行股本	:	US\$128,207.00 divided into 128,207 ordinary shares of US\$128,207.00 each 128,207.00美元，分為128,207股每股面值1.00美元的普通股
Directors 董事	:	JIN Zhenghua (金政华)
Company secretary 公司秘書	:	N/A 不適用
Registered office 註冊辦事	:	Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands
Annual accounts date 年度賬目日期	:	31 December
Principal activity 主要業務	:	The Company is an investment holding company, and its subsidiaries are principally engaged in manufacturing and sales of copper wire products which were widely applied in precision electronic devices, electrical appliances, computers, communication equipment, automobiles, medical devices, aerospace equipment and solar energy products. 公司為一家投資控股公司，其附屬公司主要從事銅線產品的製造及銷售，該等產品廣泛應用於精密電子設備、電器、電腦、通訊設備、汽車、醫療器械、航天設備及太陽能產品。

SCHEDULE 2
附表 2
DETAILS OF THE SUBSIDIARIES
附屬公司詳情

Name 名稱	: Jin's Copper Industries Co., Limited (金氏銅業有限公司)
Place of incorporation 註冊成立地點	: Hong Kong 香港
Date of incorporation 註冊成立日期	: 5 March 2001 2001年3月5日
Authorised share capital 法定股本	: N/A 不適用
Issued share capital 已發行股本	: HK\$1,000,000 divided into 1,000,000 ordinary shares of HK\$1.00 each 1,000,000港元，分為1,000,000股每股面值1.00港元的普通股
Paid-up capital 繳足股本	: HK\$1,000,000 1,000,000港元
Shareholder(s) 股東	: DEJINCHANG INVESTMENT LIMITED (德晉昌投資有限公司) (100%)
Directors 董事	: JIN Zhenghua (金政華)
Company secretary 公司秘書	: STANDARD SECRETARIAL SERVICES LIMITED (標準秘書有限公司)
Registered office 註冊辦事處	: Rooms E & F, 5/F, Shing Lee Commercial Building, 6-12 Wing Kut Street, Central, Hong Kong 香港中環永吉街6-12號誠利商業大廈5樓E及F室
Annual accounts date: 年度賬目日期	: 31 December
Auditors 核數師	: Global Link CPA Limited
Principal activity 主要業務	: Investment holding 投資控股

Name 名稱	:	Huizhou Dejinchang Optoelectronics Technology Co., Ltd (惠州德晋昌光电科技有限公司)
Place of incorporation 註冊成立地點	:	PRC 中國
Date of incorporation 註冊成立日期	:	28 April 2001 2001年4月28日
Authorised share capital 法定股本	:	US\$12,200,000 12,200,000美元
Registered share capital 註冊股本	:	US\$12,200,000 12,200,000美元
Paid-up share capital 繳足股本	:	US\$12,200,000 12,200,000美元
Shareholders 股東	:	Jin's Copper Industries Co., Limited (100%) 金氏銅業有限公司(100%)
Directors 董事	:	金昱 谢恩 谭送云
Legal representative(s) 法定代表人	:	谢恩
Registered office 註冊辦事處	:	惠东县大岭街道茗教村青河地段和大岭社区黄竹沥地段产业转移工业园
Principal activity 主要業務	:	Processing, production, and sales of various copper and copper alloy conductors, wires, enameled wires, tin-plated copper wires, silver-plated copper wires, gold-plated copper wires and other non-ferrous metal alloy copper wires 各類銅及銅合金導體、導線、漆包線、鍍錫銅線、鍍銀銅線、鍍金銅線等有色金屬合金銅線的加工、生產、銷售

Name 名稱	:	Huizhou Huasheng Electronic Wire & Cable Co.,Ltd. (惠州市 华晟电子线材有限公司)
Place of incorporation 註冊成立地點	:	PRC 中國
Date of incorporation 註冊成立日期	:	27 March 2003 2003年3月27日
Authorised share capital 法定股本	:	US\$1,320,000 1,320,000美元
Registered share capital 註冊股本	:	US\$1,320,000 1,320,000美元
Paid-up share capital 繳足股本	:	US\$1,320,000 1,320,000美元
Shareholders 股東	:	Jin's Copper Industries Co., Limited (100%) 金氏銅業有限公司(100%)
Directors 董事	:	金昱 谢恩 谭送云
Legal representative(s) 法定代表人	:	谢恩
Registered office 註冊辦事處	:	惠州市惠东县大岭街道茗教村青河地段和大岭社区黄竹沥 地段产业转移工业园
Principal activity 主要業務	:	Production and sales of various copper and copper alloy conductors, wires, and enameled wires 生產銷售各類銅及銅合金導體、導線、漆包線

Name 名稱	:	Jian DejinChang Optoelectronics Technology Co., Ltd (吉安德晋昌光电科技有限公司)
Place of incorporation 註冊成立地點	:	PRC 中國
Date of incorporation 註冊成立日期	:	4 June 2015 2015年6月4日
Authorised share capital 法定股本	:	RMB10,000,000 人民幣10,000,000元
Registered share capital 註冊股本	:	RMB10,000,000 人民幣10,000,000元
Paid-up share capital 繳足股本	:	RMB10,000,000 人民幣10,000,000元
Shareholders 股東	:	Huizhou Huasheng Electronic Wire & Cable Co.,Ltd. (惠州市华晟电子线材有限公司) (100%)
Directors 董事	:	谢恩
Legal representative(s) 法定代表人	:	谢恩
Registered office 註冊辦事處	:	吉安高新区西区创业孵化基地内
Principal activity 主要業務	:	Copper Wire Processing Business 銅線加工業務

Name 名稱	:	Nantong dejinchang Photoelectric Technology Co., Ltd (南通德晋昌光电科技有限公司)
Place of incorporation 註冊成立地點	:	PRC 中國
Date of incorporation 註冊成立日期	:	6 November 2018 2018年11月6日
Authorised share capital 法定股本	:	RMB50,000,000 人民幣50,000,000元
Registered share capital 註冊股本	:	RMB50,000,000 人民幣50,000,000元
Paid-up share capital 繳足股本	:	RMB50,000,000 人民幣50,000,000元
Shareholders 股東	:	Huizhou Dejinchang Optoelectronics Technology Co., Ltd (惠州德晋昌光电科技有限公司) (100%)
Directors 董事	:	陶德苔
Legal representative(s) 法定代表人	:	陶德苔
Registered office 註冊辦事處	:	如皋市白蒲镇惠蒲路68号
Principal activity 主要業務	:	Manufacturing operations ceased in January 2025 製造業務已於2025年1月停止

Name 名稱	:	惠州德晋昌新材料有限公司(Huizhou Dejinchang New Materials Co., Ltd)
Place of incorporation 註冊成立地點	:	PRC 中國
Date of incorporation 註冊成立日期	:	16 October 2018 2018年10月16日
Authorised share capital 法定股本	:	RMB80,000,000 人民幣80,000,000元
Registered share capital 註冊股本	:	RMB80,000,000 人民幣80,000,000元
Paid-up share capital 繳足股本	:	RMB80,000,000 人民幣80,000,000元
Shareholders 股東	:	Huizhou Dejinchang Optoelectronics Technology Co., Ltd (惠州德晋昌光电科技有限公司) (100%)
Directors 董事	:	谢恩 金昱 谭送云
Legal representative(s) 法定代表人	:	谢恩
Registered office 註冊辦事處	:	惠东县大岭街道办产业转移工业园
Principal activity 主要業務	:	Leasing of factory buildings to related companies 廠房租賃予關聯公司

Name 名稱	: Nantong Zhenhongchang Technology Co., Ltd (南通臻弘鋁 科技有限公司)
Place of incorporation 註冊成立地點	: PRC 中國
Date of incorporation 註冊成立日期	: 26 August 2020 2020年8月26日
Authorised share capital 法定股本	: RMB15,000,000 人民幣15,000,000元
Registered share capital 註冊股本	: RMB15,000,000 人民幣15,000,000元
Paid-up share capital 繳足股本	: RMB15,000,000 人民幣15,000,000元
Shareholders 股東	: Nantong dejinchang Photoelectric Technology Co., Ltd (南通 德晉昌光电科技有限公司) (100%)
Directors 董事	: 陶德苔
Legal representative(s) 法定代表人	: 陶德苔
Registered office 註冊辦事處	: 如皋市城北街道惠民西路18号
Principal activity 主要業務	: Licensed Business Activities: Manufacturing of electric wires and cables (business activities that are subject to approval according to law may only be carried out after obtaining approval from the relevant authorities; the specific business items shall be subject to the approval results). 許可項目：電線、電纜製造（依法須經批准的項目，經相 關部門批准後方可開展經營活動，具體經營項目以審批結 果為準）。 General Business Activities: Technical services, technical development, technical consulting, technical exchange, technology transfer, and technology promotion; sales of metal products; metal surface treatment and heat treatment processing; trading of electric wires and cables; research and development of electronic specialty materials; import and export of goods; technology import and export; and import and export agency services (for business activities not subject to approval according to law, business operations shall be conducted independently with a business license in accordance with the law). 一般項目：技術服務、技術開發、技術諮詢、技術交流、 技術轉讓、技術推廣；金屬製品銷售；金屬表面處理及熱

處理加工；電線、電纜經營；電子專用材料研發；貨物進出口；技術進出口；進出口代理（除依法須經批准的項目外，憑營業執照依法自主開展經營活動）。

Name 名稱	: DEJINCHANG OPTOELECTRONICS TECHNOLOGY (THAILAND) CO., LTD. (บริษัท เต๋อจิ้นชาง ออปโตอิเล็กทรอนิกส์ เทคโนโลยี (ประเทศไทย) จำกัด)
Place of incorporation 註冊成立地點	: Thailand 泰國
Date of incorporation 註冊成立日期	: 20 March 2007 2007年3月20日
Authorised share capital 法定股本	: THB460,000,000
Registered share capital 註冊股本	: THB460,000,000 divided into 4,600,000 ordinary shares with a par value of THB100 each 460,000,000泰銖，分為4,600,000股每股面值100泰銖的普通股
Paid-up share capital 繳足股本	: THB460,000,000 泰銖460,000,000
Shareholders 股東	: DEJINCHANG INVESTMENT LIMITED 德晋昌投资有限公司 (99.999%) Jin's Copper Industries Co., Limited (金氏銅業有限公司) (0.001%)
Directors 董事	: Mr. Jin, Zhenghua 金政华先生 Mrs. Tang, Ming-Fang 唐敏芳女士 Mr. Jin, Yu 金昱先生 Mr. Gu, Yunbo 古運波先生
Registered Address/Principal office 註冊地址/主要辦事處	: No. 7/268, Moo 6, Tambol Mabyangporn, Amphur Pluak Daeng, Rayong Province.
Annual accounts date: 年度賬目日期	: 31 December
Auditors 核數師	: PATTAYA AUDIT CO.,LTD.

Principal activity
主要業務

:

- (a) To engage in the business of manufacturing, developing, distributing, importing, exporting, and subcontracting the production of metallic raw materials, metal alloys, textile raw materials, various types of copper wire, large-scale electrical cables, metal products, molds, and other raw materials and supplies used across all industrial sectors. The company aims to promote industrial development through high-quality products and comprehensive services, both domestically and internationally.

從事製造、開發、分銷、進口、出口及分包生產業務，產品類別包括金屬原材料、金屬合金、紡織原材料、各類銅線、大型電纜、金屬製品、模具及其他應用於各類工業領域之原材料與耗材。本公司旨在透過高品質產品及全面性服務，促進國內外工業之發展。

- (b) To engage in the business of manufacturing, installing, distributing, importing, exporting, and providing services related to solar energy systems (solar cells), including related equipment, components, spare parts, and solar power generation systems. This includes the design, construction, and testing of such systems to ensure efficient electricity generation for the company's internal use.

從事太陽能系統（太陽能電池）之製造、安裝、分銷、進出口及相關服務業務，包括相關設備、零組件、備品及太陽能發電系統，亦涵蓋該等系統之設計、施工與測試，以確保公司自用電力生產之效率。

- (c) To support the industrial sector at large, the company engages in the manufacturing, distribution, import, export, repair, maintenance, design, and subcontracted production of machinery, molds, equipment, and related parts. This includes the procurement of various types of tools and machinery from both domestic and international sources to meet the needs of the manufacturing sector.

為支援整體工業部門，本公司從事機械、模具、設備及其相關零件之製造、分銷、進出口、修理、維護、設計及代工生產，並包括國內外各類工具與機械之採購，以滿足製造業之多元需求。

- (d) To engage in the manufacturing, distribution, import, and export of plastic pellets, plastic products, and rubber products, including cable reels, wire reels, yarn spools, and other plastic and rubber-based products applicable across various industries, both in manufacturing and component assembly.

從事塑膠粒、塑膠製品及橡膠製品之製造、分銷、進出口業務，產品包含電纜盤、線軸、紗軸及其他應用於各行各業之塑膠及橡膠製零組件。

- (e) To engage in the manufacturing, distribution, import, and export of electrical cables, power cables, optical fiber cables, communication cables, and electronic signal cables, along with associated electrical system equipment such as power distribution boxes, junction boxes, electrical connectors, silicone rubber, tapes, heat-shrink tubing, and various types of connectors used in energy and electrical systems.

從事電纜、電力電纜、光纖電纜、通信電纜及電子訊號電纜之製造、分銷、進出口業務，並包括相關電力系統設備，如配電箱、接線盒、電力連接器、矽膠、膠帶、熱縮套管及各類電力與能源系統中使用之連接器。

- (f) To provide technical services, including engineering consultancy, installation, maintenance, and system testing, as well as the design of systems for all types of industrial operations. This includes made-to-order services based on customer specifications or designs, aimed at enhancing operational efficiency and supporting various projects.

提供技術服務，包括工程顧問、系統安裝、維護、測試及設計等業務，適用於各類工業運作。亦提供依照客戶規格或設計之客製化服務，以提升作業效率並支援各項專案推動。

- (g) To engage in contracting, bidding, and subcontracting for the manufacture of goods or the provision of services aligned with the company's objectives. These services may be provided to individuals, groups of persons, juristic entities, government agencies, or international organizations, both within Thailand and abroad, in order to expand the scope of the company's service offerings.

承接、投標及分包製造商品或提供與本公司宗旨相關服務之業務，服務對象包括自然人、團體、法人、政府機構或國際組織，服務範圍涵蓋泰國境內及海外，以拓展本公司服務之廣度。

- (h) To lease factories, buildings, or other related premises for industrial use or to support other business operations in line with the company's objectives, thereby fostering and supporting comprehensive business activities.

租賃工廠、建築物或其他相關場地，供作工業用途或支援符合本公司宗旨之其他業務，以促進並支援完整業務之發展。

Name 名稱	: DZC OPTOELECTRONICS TECHNOLOGY (VIETNAM) COMPANY LIMITED (CÔNG TY TNHH CÔNG NGHỆ QUANG ĐIỆN TỬ DZC VIỆT NAM)
Place of incorporation 註冊成立地點	: Vietnam 越南
Date of incorporation 註冊成立日期	: 4 November 2019 2019年11月4日
Authorised share capital 法定股本	: VND194,786,000,000.00 越南盾194,786,000,000.00
Registered share capital 註冊股本	: VND194,786,000,000.00 越南盾194,786,000,000.00
Paid-up share capital 繳足股本	: VND194,786,000,000.00 越南盾194,786,000,000.00
Shareholders 股東	: DEJINCHANG OPTOELECTRONICSTECHNOLOGY (THAILAND) CO., LTD (100%)
Directors 董事	: Xie En 謝恩
Company secretary 公司秘書	: Xie En 謝恩
Registered Address/Principal office 註冊地址/主要辦事處	: Lot VI-4.2, at the intersection of D3 Street and N1 Street, Que Vo 2 Industrial Park, Ngoc Xa Commune, Que Vo Town, Bac Ninh Province, Vietnam
Annual accounts date: 年度賬目日期	: 31 December
Auditors 核數師	: CÔNG TY TNHH KIỂM TOÁN APS
Principal activity 主要業務	: Manufacture of other fabricated metal products n.e.c. 未另分類的其他金屬製品製造

Name 名稱	: DESHENGCHANG NEW MATERIAL (THAILAND) CO., LTD. (บริษัท เตอเซ็งซาง นิว แมททีเรียล (ประเทศไทย) จำกัด)
Place of incorporation 註冊成立地點	: Thailand 泰國
Date of incorporation 註冊成立日期	: 9 December 2022 2022年12月9日
Authorised share capital 法定股本	: THB100,000,000 泰銖100,000,000
Registered share capital 註冊股本	: THB100,000,000 divided into 1,000,000 ordinary shares with a par value of TBH100 each 100,000,000泰銖，分為1,000,000股每股面值100泰銖的普通股
Paid-up share capital 繳足股本	: THB100,000,000 泰銖100,000,000
Shareholders 股東	: DEJINCHANG OPTOELECTRONICSTECHNOLOGY (THAILAND) CO., LTD (99.9997%) DEJINCHANG INVESTMENT LIMITED 德晋昌投资有限公司 (0.0003%)
Directors 董事	: Mr. Jin, Zhenghua金政华先生 Mrs. Tang, Ming-Fang唐敏芳女士 Mr. Jin, Yu金昱先生 Mr. Gu, Yunbo古運波先生
Registered Address/Principal office 註冊地址/主要辦事處	: No. 7/506, Moo 6, Map Yang Phon Sub-district, Pluak Daeng District, Rayong.
Annual accounts date: 年度賬目日期	: 31 December 12月31日
Auditors 核數師	: PATTAYA AUDIT CO.,LTD.
Principal activity 主要業務	: Engaging the business the business involves the sale and provision of services related to the import, export, and development of electronic equipment and machinery, as well as automatic and semi-automatic control system equipment. 從事與電子設備和機械以及自動和半自動控制系統設備的

進口、出口和開發相關的銷售和服務業務。

SCHEDULE 3
附表三
CONDITIONS
條件

The obligation of the Buyer to consummate the Completion is subject to the satisfaction, on or prior to the Completion Date, of the following conditions:

買方完成交易的義務須於完成日期當日或之前滿足以下條件：

1. The Seller acknowledges that Buyer, Time Interconnect Technology Limited is a company listed on the Stock Exchange and that this Agreement and the purchase of the Sale Shares by the Buyer hereunder shall be subject to and conditional upon obtaining the clearance from the Stock Exchange and obtaining the board and shareholders' approval of the Buyer as required under the Listing Rules to proceed with the Transaction on or before the Completion Date. 賣方確認買方匯聚科技有限公司為一家於聯交所上市的公司，本協議及買方根據本協議購買銷售股份的行為須受到聯交所的批准，並以買方根據上市規則於完成日期當日或之前獲得聯交所的許可以及董事會及股東批准為條件。
2. The Listing Committee of the Stock Exchange having granted approval for the listing of and permission to deal in the Consideration Shares.
聯交所上市委員會已批准代價股份的上市及買賣許可。
3. No action, decision, order or proceeding having been taken or made by any Authority at any time prior to the Completion Date that has the effect of making unlawful or otherwise prohibiting or restricting the consummation of the Transaction or any part thereof. 在完成日期之前，任何機構均未採取或作出使交易或其任何部分違法、禁止或限制完成的任何行動、決定、命令或程序。
4. All Authorisations, consents, waivers of any party that are required to be obtained in connection with the consummation of the Transaction including but not limited to consent and waivers by financial institutions and lessors of leased properties of the Group Companies as applicable, any waivers of rights of first refusal, put or call rights or other similar rights, if any, in respect of the Sale Shares, having been duly obtained and effective as of the Completion. 與交易的完成相關的所有授權、同意及任何一方的豁免（包括但不限於集團公司租賃物業出租人及金融機構的同意及豁免，若適用），以及關於銷售股份的優先購買權、賣出或買入權或其他類似權利（如有）的豁免，已經正式獲得並於完成時生效。
5. As at Completion, none of the Seller's Representations and Warranties are untrue or inaccurate or misleading to an extent that would amount to a material adverse change to the financial condition or results of operation of the Group as a whole or lead to damages being recoverable by the Buyer under this Agreement.
截至完成為止，賣方的陳述與保證均未失實、不準確或具誤導性，且不足以對集團的整體財務狀況或經營成果造成重大不利變化或導致買方根據本協議獲得賠償的情況發生。
6. Each of the Seller, Guarantor and Warrantor having performed and complied with all obligations and conditions contained in this Agreement and other transaction documents (if any) that are required to be performed or complied with by them, on or before the

Completion.

賣方、保證人及擔保人已履行及遵守本協議及其他交易文件（如有）中規定於完成日期當日或之前應由其履行或遵守的所有義務及條件。

7. The merger control filings required by the competent Authorities have been completed, and the approvals, consents, confirmations of non-objection or exemptions from such Authorities have been obtained.

已完成從主管機構所需的反壟斷申報，並已獲得主管機構的批准、同意、不反對確認或豁免。

8. The Seller having procured the written consents or waivers (“**Bank Consents**”) from all Banks under any outstanding bank facility of any Group Company which permits the change in control contemplated under this Agreement and indicate such Bank does not intend to declare default, or accelerate the obligations under the facility arising therefrom. Such Bank Consents shall be given in such form to the reasonable satisfaction of the Buyer in its absolute discretion. 賣方已就集團公司任何銀行融資項下的銀行，取得其發出的書面同意或豁免（“銀行同意”），該等銀行同意允許本協議項下擬進行的控制權變更，並表明無意因此宣告違約或加速該融資項下的任何義務。該等銀行同意的形式須令買方全權酌情合理滿意。

9. The Buyer having completed and, in its sole and absolute discretion, being satisfied with the results of its due diligence exercise on the Group, including but not limited to legal, financial, tax and operational aspects.

買方已完成並對集團的盡職調查結果（包括但不限於法律、財務、稅務及運營方面）在其全權酌情權下表示滿意。

10. There having been no material adverse effect on the Business, assets, liabilities, financial condition, prospects or operations of the Group Companies.

集團公司的業務、資產、負債、財務狀況、前景或經營狀況未出現任何重大不利影響。

SCHEDULE 4A
附表4A

PRE-COMPLETION UNDERTAKINGS
完成前承諾事項

Part I
第一部分

The acts and matters for the purposes of clause 5.2 are as follows:
為履行第5.2條之目的，相關行為及事項如下：

- (A) dispose of (whether by one transaction or by a series of transactions) any interest in any part of its business, undertaking or assets (other than a disposal of any Business Asset in the ordinary course of business and on arm's length terms where its value is less than RMB2 million);
處置其業務、經營或資產的任何部分之權益（無論為單一交易或一系列交易），但不包括在正常業務過程中並以公平交易條件處置價值低於人民幣2百萬元的業務資產；
- (B) acquire (whether by one transaction or by a series of transactions) the whole or a substantial or material part of the business, undertaking or assets of any other person for consideration in excess of RMB 2 million);
收購（無論為單一交易或一系列交易）其他任何人的全部或實質性或重大部分的業務、經營或資產，對價超過人民幣2百萬元；
- (C) other than in the ordinary course of business, acquire the shares or any other interest in any person or merge or consolidate with any person or participate in any kind of corporate reconstruction;
除正常業務過程外，收購任何人的股份或其他權益，或與任何人合併、整合或參與任何形式的公司重組；
- (D) other than in the ordinary course of business, enter into, amend or terminate any joint venture, partnership, strategic alliance, strategic cooperation or other similar arrangement that adversely affects the Group Companies in any material respect;
除正常業務過程外，收購任何人的股份或其他權益，或與任何人合併、整合或參與任何形式的公司重組；
- (E) except in the ordinary course of business, establish a Group Company (including a variable interest entity) other than a wholly-owned Group Company or transfer shares of any Group Company other than to a wholly-owned Group Company;
除正常業務過程外，設立非全資擁有的集團公司（包括變相持股實體），或將任何集團公司的股份轉讓予非全資擁有的集團公司；
- (F) enter into any arrangement, contract or commitment (i) not on arm's length terms or for full value; or (ii) not in the ordinary course of business; (iii) on unusual, abnormal or onerous terms; or (iv) not capable of termination without compensation at any time with six months' notice or less; or (v) which involves or may involve total annual expenditure in excess of RMB10 million; or (vi) which would restrict the freedom of any member of the Group to carry on the whole or any part of its business in any part of the world;
訂立任何安排、合同或承諾：(i) 非公平交易條件或非全額對價；(ii) 非正常業務過程中；(iii) 條款異常、反常或苛刻；(iv) 無法在六個月或更短通知期內無賠償終止；(v)

涉及或可能涉及年度總支出超過人民幣1,000萬元；或 (vi) 限制任何集團成員在全球任何地區經營其全部或部分業務的自由；

- (G) other than in the ordinary course of business, grant or amend any exclusivity or non-compete obligations to/from any third party, which adversely affects the Group Companies in any material respect;
除正常業務過程外，向任何第三方授予或修改排他性或競業禁止義務，且對集團公司造成重大不利影響；
- (H) make any capital commitment which individually exceeds RMB3million or which together with all other capital commitments entered into by the Group between the date of this Agreement and the Completion Date, exceeds RMB5 million in aggregate;
作出任何單筆超過人民幣300萬元的資本承諾，或自本協議簽署日至交割日間，集團作出的所有資本承諾總額超過人民幣500萬元；
- (I) make any amendment, including increasing emoluments (including, without limitation, salary, pension contributions, bonuses, commissions, share or other incentive schemes, redundancy terms and benefits in kind), to the terms of employment of any employees at the level of manager or above save for increases in emoluments made in accordance with the normal practice of the Group in the year preceding the date of this Agreement;
修改任經理級或以上別員工的僱傭條款，包括增加薪酬（包括但不限於工資、退休金供款、獎金、佣金、股份或其他激勵計劃、遣散條款及實物福利），但不包括依據本協議簽署日前一年內集團的正常慣例所作的薪酬調整；
- (J) declare, authorize, make or pay a dividend (in cash or in specie) or other distribution of a similar nature of taxed in the same way as a dividend;
宣派、批准、作出或支付股息（現金或實物）或其他性質類似且稅務處理相同的分派；
- (K) create, allot or issue or grant any option over or other right to subscribe for or purchase, or redeem, buy back, sub-divide, consolidate, re-dominate, convert, reduce, cancel, restrict or alter the rights attaching to, any share or loan capital or securities or securities convertible into any of the foregoing;
創設、配發或發行任何股份或債務資本，或授予任何認購、購買、贖回、回購、拆細、合併、重新定值、轉換、減少、取消、限制或更改其權利的選擇權或其他權利；
- (L) adopt or amend any employee stock option plan or share incentive scheme or approve or amend any new equity-based compensation plan or any other bonus or incentive plan; approve, extend or amend any transaction or agreement (excluding the employment agreement) with a shareholder of any member of the Group, or their respective affiliates, directors, officers or employees (in relation to such employees, except in accordance with the normal practice of the Group in the year preceding the date of this Agreement) except pursuant to the relevant member's employee stock option plan or share incentive scheme;
制定或修改任何員工股票期權計劃或股份激勵計劃，或批准或修改任何新的股權補償計劃或其他獎金或激勵計劃；批准、延長或修改與任何集團成員的股東或其關聯方、董事、高級職員或員工（就員工而言，除非依據本協議簽署日前一年內的正常慣例）之間的任何交易或協議（不包括僱傭協議），惟根據相關成員的員工股票期權計劃或股份激勵計劃者除外；
- (M) other than in the ordinary course of business, enter into, amend or terminate any agreements related to any variable interest entity, or waive, exercise or enforce any rights thereunder;
除正常業務過程中外，訂立、修改或終止任何與可變利益實體相關的協議，或放棄、

行使或執行其中的任何權利；

- (N) (other than the receipt of trade credit or in the ordinary course of business) create, incur or authorise the creation of any debt (including without limitation the issuance of any debt securities), guarantee any indebtedness, or prepay any debt or indebtedness;
(除在正常業務過程中或因獲得貿易信貸而產生的情況外) 創建、承擔或授權創建任何債務 (包括但不限於發行任何債務證券)、擔保任何債務, 或提前償還任何債務或欠款;
- (O) grant any guarantee, security, indemnity or other assurance for the obligations of any person (other than any member of the Group) which adversely affects the Group Companies in any material respect;
對任何人 (集團成員除外) 的義務提供任何保證、擔保、補償或其他確保, 如此舉會對集團公司造成重大不利影響;
- (P) create or grant any option, right to acquire, mortgage, charge, pledge, lien (other than a lien arising by operation of law) or other form of security or encumbrance or equity on, over or affecting the whole or any material part of its business or assets or any of the Shares;
創建或授予任何選擇權、收購權、抵押權、收費權、質押權、留置權 (法律運行產生的留置權除外) 或其他形式的擔保、負擔或股權, 涉及其業務或資產的全部或任何重要部分, 或任何股份;
- (Q) make any loan or advance (other than granting trade credit in the ordinary course of business in accordance with its normal practice) to any person;
向任何人提供任何貸款或預付款 (正常業務過程中依其正常實踐提供貿易信用除外);
- (R) other than in the ordinary course of business, enter into or vary any foreign exchange contract, interest rate swap, collar, guarantee or other interest rate instrument or any contract or arrangement relating to derivatives or differences or in respect of which the financial outcome is to any extent dependent upon future movements of an index or rate of currency exchange or interest or in the future price of any securities or commodities;
除正常業務過程外, 訂立或變更任何外匯合同、利率互換、利率上下限、擔保或其他利率工具, 或任何與衍生工具、差價相關的合同或安排, 或任何財務結果在一定程度上依賴於未來指數、匯率、利率、證券或商品價格變動的合同或安排;
- (S) commence, cease, assign, compromise, settle, waive or make any admission or take any step in relation to any litigation, dispute, claim or action where the amount claimed is likely to exceed RMB500,000 or involve any equitable relief;
開始、停止、轉讓、妥協、和解、放棄或作出任何承認, 或採取與任何訴訟、爭議、索賠或行動相關的任何步驟, 且索賠金額可能超過人民幣500,000或涉及任何衡平法救濟;
- (T) fail to take any action required to maintain or renew any existing insurance policy in force, do anything which would render any insurance policy void or voidable, effect any change to the terms or level of cover of any existing insurance policy or fail to notify and pursue any potential claim under any insurance policy;
未能採取任何必要行動以維持或續訂任何現有保險政策的效力, 或採取會導致任何保險政策無效或可撤銷的行為, 更改任何現有保險政策的條款或保險範圍的級別, 或未能通知和追索任何保險政策下的潛在索賠;

- (U) alter its capital structure, or amend, alter or repeal any provision of its constitutional documents;
更改其資本結構，或修改、變更或廢除其憲章文件的任何條款；
- (V) change its auditors, change its accounting reference date or change the accounting procedures, principles or bases by reference to which its accounts are drawn up;
更換其審計師、更改其會計參考日期，或更改其編制賬目的會計程序、原則或基礎；
- (W) change its current business, enter into new lines of business, or discontinue or cease to operate any current line of business, which adversely affects the Group Companies in any material respect;
改變其當前業務，開展新業務，或中止或停止任何當前業務，如此舉會對集團公司造成重大不利影響；
- (X) change its residence for Tax purposes;
改變其稅務居住地；
- (Y) change its practice carried out in the ordinary course of business regarding the payment of creditors or collection of debtors, alter its usual stock levels or take any steps that would be inconsistent with maintaining its usual working capital requirements;
改變其正常業務過程中有關支付債權人或收取債務人的做法，更改其通常的庫存水平，或採取任何與維持其正常營運資金需求不一致的行為；
- (Z) initiate, propose or take any steps in connection with winding up, liquidation, administration, receivership or other insolvency proceedings or make any composition, compromise, assignment or arrangement with creditors in respect of any member of the Group (other than the receipt of trade credit in the ordinary course of business);
啟動、提議或採取與清算、清盤、破產管理、接管或其他破產程序相關的任何步驟，或與債權人就集團任何成員達成任何和解、妥協或安排（正常業務過程中獲得貿易信用除外）；
- (AA) assign, license, charge, abandon, cease to prosecute or otherwise dispose of or fail to maintain, defend or diligently pursue applications for any of its Intellectual Property Rights in Business Information or enter into any licence, sub-licence, assignment or other agreement in respect of or affecting any licences of Intellectual Property Rights;
轉讓、授權、抵押、放棄、不再追究或以其他方式處置其任何知識產權，或未能維護、保護或積極推進其任何知識產權的申請，或訂立任何涉及或影響知識產權許可的許可、分許可、轉讓或其他協議；
- (BB) fail to maintain or renew any licence, authorisation, permission, registration, consent, approval or waiver required by any member of the Group for the conduct of the business of the Group;
未能維持或續訂任何集團成員經營業務所需的許可、授權、批准、登記、同意或豁免；
- (CC) carry out any preparation for or in anticipation of any initial public offering of a Group Company, including restructuring, selection of underwriters or listing exchange and approval of valuation or any terms and conditions; and
進行任何首次公開募股的準備或預期，包括重組、選擇承銷商或上市交易所，以及批准估值或任何條款和條件；
- (DD) enter into any agreement, undertaking or option (conditional or otherwise) to do any of the foregoing.

簽訂任何協議、承諾或選擇權（無論是否附條件）以實施上述任何行為。

Part II

The covenants and matters for the purposes of clause 5.3 are as follows:

根據第5.3條規定，需履行的承諾及事項如下：

- (A) to complete all environmental compliance matters in respect of Nantong Zhenhongchang Technology Co., Ltd (南通臻弘鋁科技有限公司), including: 完成南通臻弘鋁科技有限公司的所有環境合規事項，包括：
- (i) applying for and obtaining a valid pollutant discharge permit pursuant to the Regulation on the Administration of Permitting of Pollutant Discharges (排污許可管理條例); 依據《排污許可管理條例》申請並取得有效的排污許可證；
 - (ii) preparing the environmental protection facilities acceptance inspection report and completing the required acceptance inspection for its cable alloy special conductor production project (電纜合金特種導體生產項目); 為其電纜合金特種導體生產項目編制環保設施驗收報告，並完成相關的驗收程序；
 - (iii) publicly disclosing the environmental protection facilities acceptance report; and 對外公開環保設施驗收報告；及
 - (iv) submitting project completion environmental protection acceptance information to the National Environmental Protection Acceptance Information Platform (全國建設項目竣工環境保護驗收信息平台). 在全國建設項目竣工環境保護驗收信息平台填報項目信息。

The Seller shall deliver to the Buyer documentary evidence reasonably satisfactory to the Buyer confirming the completion of the above matters no later than the Completion Date, and shall keep the Buyer reasonably informed in writing of material progress and any expected delay or deviation in completing such matters.

賣方應在完成日期前向買方提交可被合理接受的證明文件，以證明上述事項已完成，並應以書面形式定期向買方通報重大進展情況及任何可能的延遲或偏離情況。

- (B) to remedy the failure to attend to the “Three Simultaneities (三同時)” procedures for the prevention and control of occupational disease hazards pursuant to the Work Safety Law, and the Measures for the Supervision and Administration of Three Simultaneities for Safety Facilities of Construction Projects (建設項目安全設施“三同時”監督管理辦法) including preparing and/or obtaining the necessary mandatory documentation (i) pre-assessment report on occupational disease and hazards and review opinions, (ii) design documents for occupational disease protection facilities, (iii) evaluation report on effectiveness of occupational hazard controls, and (iv) acceptance plan for protection facilities and document confirming inspection has been approved, for Nantong Zhenhong Technology Co., Ltd (南通臻弘鋁科技有限公司); 依據《安全生產法》及《建設項目安全設施“三同時”監督管理辦法》，補救未履行的防控職業病危害“三同時”手續，包括準備及/或獲取以下必要文件：
- (i) 職業病危害預評估報告及其審查意見；
 - (ii) 職業病防護設施設計文件；
 - (iii) 職業病危害防護效果評價報告；及
 - (iv) 防護設施驗收方案及驗收檢查批准文件，適用於南通臻弘鋁科技有限公司；
- (C) to take such action and procedures to align the registered charter capital with the actual paid-

up capital discrepancy between the Enterprise Registration Certificate and the NBRP records of DZC OPTOELECTRONICS TECHNOLOGY (VIETNAM) COMPANY LIMITED;
採取行動及程序，糾正DZC Optoelectronics Technology (Vietnam) Company Limited在企業登記證書與NBRP記錄之間的實繳資本和註冊資本不符情況；

- (D) to pay the unpaid portion of the registered share capital in each of the Group Companies so that the registered share capital of each such Group Company is fully-paid up;
支付每家集團公司註冊資本的未繳部分，使其註冊資本全部繳足；
- (E) to provide required notice to or obtain written consent from the relevant Group Company's banks regarding the change in control of the Group Companies contemplated under this Agreement, in compliance with the terms and conditions set out in each relevant Group Company's banking facilities;
向相關集團公司的銀行發出必要通知或取得書面同意，涉及本協議下集團公司控制權變更，並符合每家相關集團公司銀行融資安排的條款及條件；
- (F) to ensure that, in respect of any transfer of equity by individual shareholders during the internal restructuring process, the relevant Group Company or transferee shall duly comply with all applicable obligations to declare, withhold, file and pay any taxes (including individual income tax or capital gains tax) under applicable laws, and to procure that all relevant filings and payments are made in a timely manner, with documentary evidence of completion provided to the Buyer prior to Completion; and
確保在內部重組過程中，個別股東的任何股權轉讓，相關集團公司或受讓方均應遵守所有適用法律規定的申報、預扣、提交及支付任何稅款（包括個人所得稅或資本利得稅）的義務，並促使所有相關申報和付款及時完成，且在完成前向買方提供完成的文件證據；
- (G) to complete all procedures and obtain all required approvals and filings in connection with the 2024 production expansion project of Jian DejinChang Optoelectronics Technology Co., Ltd (吉安德晉昌光电科技有限公司), including but not limited to
完成與吉安德晉昌光電科技有限公司 2024 年產能擴建項目有關的所有程序及獲取所有所需批准、備案及許可證，包括但不限於：
 - (i) obtaining the environmental impact assessment approval issued by the competent environmental protection authority;
取得有關主管環保部門出具的環境影響評估批覆；
 - (ii) preparation of the environmental protection facilities acceptance inspection report and completion of the required acceptance inspection;
編制環保設施驗收報告並完成相關的驗收程序；
 - (iii) public disclosure of the environmental protection facilities acceptance report;
對外公開環保設施驗收報告；
 - (iv) submission of project completion environmental protection acceptance information to the National Environmental Protection Acceptance Information Platform (全国建设项目竣工环境保护验收信息平台); and
在全國建設項目竣工環境保護驗收信息平台填報項目信息；及
 - (v) renewal and issuance of a valid pollutant discharge permit.
取得續期後的排污許可證。

- (H) The Seller shall obtain written confirmations or official letters from the Board of Investment of Thailand (“BOI”) and the Industrial Estate Authority of Thailand (“IEAT”), in form and substance reasonably satisfactory to the Buyer, confirming that the transactions contemplated by this Agreement (i) do not require any consent, amendment or reissuance of existing BOI promotion certificates or IEAT rights; (ii) will not result in the suspension, withdrawal, termination or other loss of any BOI or IEAT privileges currently enjoyed by any Group Company; and (iii) will not impose any additional material conditions or obligations on any Group Company post-Completion. To the extent such confirmations cannot be obtained, the Seller shall deliver to the Buyer a certificate confirming that, to the Seller’s knowledge, no such consent, amendment, reissuance, suspension, withdrawal, termination, loss, condition or obligation is required or expected.

賣方應盡取得泰國投資委員會（“BOI”）及泰國工業園區管理局（“IEAT”）出具的書面確認或正式函件，其形式及內容應合理令買方滿意，確認本協議項下交易 (i) 無需對現有 BOI 獎勵證書或 IEAT 權利進行任何同意、修訂或重新簽發；(ii) 不會導致任何集團公司目前享有的 BOI 或 IEAT 優惠被中止、撤回、終止或喪失；及 (iii) 不會對任何集團公司於交割後施加任何額外重大條件或義務。若無法取得該等確認，賣方應向買方提交一份證明，確認據其所知，並無任何此類同意、修訂、重新簽發、中止、撤回、終止、喪失、條件或義務被要求或預期。

SCHEDULE 4B
附表4B

POST-COMPLETION UNDERTAKINGS
完成後承諾事項

The covenants and matters for the purposes of clause 6A are as follows:
根據第 6A 條規定，需履行的承諾及事項如下：

- (A) If required under the Trade Competition Act B.E. 2560, the Seller shall provide to the Buyer all necessary data and documentation reasonably requested to enable the Buyer to prepare and submit a Section 52 post-merger notification to the Trade Competition Commission of Thailand (“TCCT”) within seven (7) days after Completion. The Parties shall cooperate in good faith and seek informal guidance from the TCCT to confirm that no prior approval under Section 51 is required.
- 若依據《泰國商業競爭法》（B.E. 2560）之規定需要，賣方應向買方提供買方合理要求的所有必要資料及文件，以便買方於完成後七（7）日內向泰國商業競爭委員會（“TCCT”）提交第52條項下之事後申報。雙方應本着誠信合作，並共同向TCCT尋求非正式指引，以確認無須事前取得第51條項下之批准。

SCHEDULE 5
附表五
COMPLETION REQUIREMENTS
交割要求

1. Seller's Obligations
賣方的義務

1.1 At Completion, the Seller shall procure the delivery to the Buyer:

在交割時，賣方應促使向買方交付：

- (a) the original duly executed closing certificate dated the Completion Date with evidence (to the Buyer's reasonable satisfaction) of the fulfilment of the Conditions for which it is responsible.
經正式簽署並標註完成日期的原始交割證書，附有證明賣方已履行其負責的條件的證據（令買方合理滿意）。
- (b) a copy of the register of members of the Company as at the Completion Date reflecting the Buyer's ownership of the Sale Shares, certified by the registered agent of the Company.
截至完成日期的公司股東名冊副本，反映買方對銷售股份的所有權，並由公司註冊代理人認證。
- (c) a copy of the register of directors of the Company as at the Completion Date reflecting the appointment and entry on the register of directors of the directors designated by the Buyer, certified by the registered agent of the Company.
截至完成日期的公司董事名冊副本，反映買方指定董事的任命及登記，並由公司註冊代理人認證。
- (d) to the extent not in the possession of the Group, a register identifying the location of all licenses, consents, permits and Authorisations obtained by or issued to the Group.
就集團未持有的情況而言，應提供一份登記冊，列明所有由集團取得或發出的牌照、同意書、許可證及授權的所在地。。
- (e) to the extent not in the possession of the Group, a register identifying the location of the certificate of incorporation, common seal, minute books, statutory registers and share certificate books, and all books and records of each member of the Group, and the title deeds of the Owned Real Property (in each case up to date up to but not including the Completion Date).
就集團未持有的情況而言，應提供一份登記冊，列明註冊證書、公章、會議記錄簿、法定登記冊及股東證書簿、每個集團成員的所有賬簿和記錄，以及自有不動產的產權證明之所在地（上述每項均截至但不包括完成日期）。
- (f) certified copies of the written resignations of Jin Zhenghua (金政华), Jin, Yu (金昱) and Tang, Ming-Fang (唐敏芳) as directors and officers of any Group Company, in each case executed as a deed and in a form attached hereto as Annex A, to take effect on the Completion Date (or such other date as may be stipulated by the Buyer) together with duly executed employment agreements entered into by Jin Zhenghua with the relevant Group Company in

the form agreed in writing between the Buyer and the Seller. 金政華、金昱及唐敏芳作為任何集團公司董事及高級職員的書面辭職信認證副本，每份均以契約形式簽署，並以附件 A 所載格式製作，自完成日期（或買方規定的其他日期）生效；並且，金政華應與相關集團公司簽署一份經買賣雙方書面同意之格式的僱傭協議。

- (g) an original duly executed Tax Deed by the Seller in favour of the Buyer and the Company in the form attached hereto as Annex B.
賣方正式簽署的稅務契約原件，根據附件 B 的格式，作為對買方及公司的承諾。
- (h) an original duly executed Deed of Lock-up Undertaking by the Seller in favour of the Buyer in the form set out in Annex C.
由賣方簽立並向買方作出之鎖定承諾契據正本，格式載於附錄 C。
- (i) a list containing the locations and keepers of the certificates and chops of the Group Companies which are material, critical or important to its business operations and finances, which list shall be agreed prior to Completion by the Buyer and the Seller.
涉及集團公司業務運營和財務的重要、關鍵或重大證書及印章的位置及保管人名單，該名單應由買方及賣方在完成前協定。
- (j) a list of fixed assets of the Group in a form to be agreed between the Seller and the Buyer.
集團固定資產清單，格式由賣方與買方協定。

1.2 At Completion, the Seller shall procure that a board meeting is held by the Company at which it is resolved that:

在交割時，賣方應促使公司召開董事會會議，並決議：

- (a) such persons as the Buyer may nominate before Completion are appointed as additional directors with effect from the Completion Date.
買方在完成前提名的人士被任命為新增董事，自完成日期起生效。
- (b) the resignations referred to in paragraph 1.1(f) above are accepted, noting that the resignations will take effect on the Completion Date (or such other date as may be stipulated by the Buyer).
接受上述 1.1(f)段提及的辭職信，並注意該辭職自完成日期（或買方規定的其他日期）生效。
- (c) its existing bank mandates are revised and/or revoked in such manner, and new instructions given to such banks in such form, as the Buyer may require at least three (3) Business Days before Completion.
按照買方在完成前至少三（3）個營業日提出的要求修改和/或撤銷現有銀行授權，並以買方要求的形式向該等銀行發出新指令。

- 1.1 At Completion, the Seller shall procure that a board meeting of each other member of the Group (as may be requested by the Buyer) is held at which it is resolved that: 在交割時，賣方應促使集團其他成員（如買方要求）的董事會會議召開，並決議：
- (a) such persons as the Buyer may nominate before Completion are appointed as directors of such member of the Group with effect from the Completion Date (or such other date as may be stipulated by the Buyer); 買方在完成前提名的人士被任命為該集團成員的董事，自完成日期（或買方規定的其他日期）起生效；
 - (b) the resignations referred to in paragraph 1.1(f) above are accepted, noting that the resignations will take effect on the Completion Date (or such other date as may be stipulated by the Buyer); and
接受上述1.1(f)段提及的辭職信，並注意該辭職自完成日期（或買方規定的其他日期）生效；及
 - (c) its existing bank mandates are revised and/or revoked in such manner, and new instructions given to such banks in such form, as the Buyer may require at least three (3) Business Days before Completion.
按照買方在完成前至少三（3）個營業日提出的要求修改和/或撤銷現有銀行授權，並以買方要求的形式向該等銀行發出新指令。

2. Buyer's Obligations **買方的義務**

- 2.1 At Completion, the Buyer shall deliver (or procure the delivery) to the Seller: 在交割時，買方應向賣方交付（或促使交付）：
- (a) a copy of the minutes of a duly held meeting of the directors of the Buyer authorizing the execution by the Buyer of this Agreement and other documents required to be executed by the Buyer in the performance the transaction contemplated herein; or 買方董事正式召開會議記錄的副本，授權買方簽署本協議及執行本交易所需的其他文件；
 - (b) a copy of the minutes of a duly held meeting of the shareholder of the Buyer authorizing the execution by the Buyer of this Agreement and other documents required to be executed by the Buyer in the performance the transaction contemplated herein; or 買方股東正式召開會議記錄的副本，授權買方簽署本協議及執行本交易所需的其他文件；或
 - (b) a copy of power of attorney conferring such authority,
授權此類權力的授權書副本，
in each case, certified to be a true copy by a director or the secretary of the Buyer;
每份均須由買方董事或秘書認證為真實副本。
- 2.2 At Completion, the Buyer shall: 在交割時，買方應：
- (a) pay (or procure to be paid) the Consideration in accordance with clause 3 by wire transfer of immediately available funds to the bank account designated by the Seller; 根據第3條的規定，通過電匯將即時可用資金支付（或促使支付）代價至由賣方指定的銀行賬戶；

- (b) procure the allotment and issue of the Consideration Shares in accordance with clause 3, and procure that the Seller be registered on the register of members of Time Interconnect Technology Limited in Hong Kong in respect thereof and shall arrange to deliver to the Seller the definitive share certificates issued in the name of the Seller or arrange for Consideration Shares to be deposited into CCASS in accordance with the Seller's instructions.

根據第3條規定，促使代價股份的分配和發行，並促使賣方在香港匯聚科技有限公司的股東名冊上登記，安排向賣方交付以其名義發行的正式股份證書，或根據賣方的指示將代價股份存入中央結算及交收系統（CCASS）。

- (c) procure that the relevant member(s) of the Group shall repay the Shareholder's Debt to the Seller, the Guarantor and/or their respective Affiliates (as applicable), in full within six (6) months following the Completion Date in accordance with clause 3A.
促使集團的相關成員根據第3A條的規定，於完成日後六（6）個月內向賣方、保證人及／或其各自的關聯方（如適用）全額償還股東債務。

SCHEDULE 6

附表 6

REPRESENTATIONS AND WARRANTIES OF THE SELLER

賣方的陳述與保證

The Seller and the Guarantor jointly and severally represents and warrants to the Buyer on the terms of clause 7 as follows except as those set forth in the Disclosure Schedule:

賣方及擔保人根據第7條的條款，向買方共同及連帶作出如下陳述與保證，但披露附表中規定的條款除外：

Capacity 能力

- 1.1 It has the requisite power and authority to enter into, and to perform its obligations under this Agreement.
其擁有簽署本協議及履行本協議項下義務的必要權力和授權。
- 1.2 Upon satisfaction of the Conditions set out in Schedule 3, it has obtained or satisfied all corporate, regulatory and other approvals, or any other conditions, necessary to execute and perform its obligations under this Agreement.
在滿足附表3所列條件後，其已獲得或滿足為簽署並履行本協議義務所需的所有公司、監管及其他批准或任何其他條件。
- 1.3 It is a company incorporated and validly existing under its Laws of incorporation and is not insolvent or unable to pay its debt as they fall due.
其為根據其設立地法律註冊成立並有效存續的公司，且並未破產或無力按到期償還其債務。
- 1.4 Entry into and performance by it of this Agreement will not result in it being in reach of any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or result in it being in breach of any Laws and regulations under the Laws of its incorporation.
其簽署並履行本協議將不會導致其違反其章程大綱及細則、附則或其他等同的公司憲法文件中的任何條款，也不會導致其違反其設立地法律下的任何法律和法規。
- 1.5 (applicable to Guarantor only), upon satisfaction of the Conditions set out in Schedule 3, all necessary approvals, consents and registrations necessary (including but not limited to such approvals and consents as may be required of the as the sole legal and beneficial owner of the Seller in relation to the sale of the Sale Shares by the Seller pursuant to this Agreement had been obtained and satisfied.
(僅適用於擔保人) 在滿足附表3所列條件後，所有必要的批准、同意及註冊（包括但不限於擔保人作為賣方的唯一法律及實益擁有人在賣方根據本協議出售銷售股份時可能需要的此類批准和同意）均已獲得並滿足。

Valid Obligation 有效義務

- 1.6 This Agreement constitutes its legal, valid and binding obligations in accordance with its terms.
本協議構成其根據本協議條款所作出的合法、有效且對其具有約束力的義務。

No Default 無違約

- 1.7 The execution, delivery of and performance by it of its obligations under this Agreement does not and will not, and this Agreement does not and will not conflict with, or constitute a default or breach under any provision of:
其簽署、交付及履行本協議項下義務並未且不會，以及本協議並未且不會與下述任何條款衝突或構成違約或違反：
- (a) any provision of the organizational documents of the Group;
集團的組織文件中的任何條款；
 - (b) any order, judgment, decree or regulation or any other restriction of any kind by which it is bound or submits to; or
其受約束或服從的任何命令、判決、法令或法規或任何其他形式的限制；或
 - (c) any agreement, instrument or contract to which it is a party or by which it is bound.
其為一方或受其約束的任何協議、文書或合同。

Sale Shares

銷售股份

- 1.8 It is entitled to sell and transfer the beneficial ownership of the Sale Shares to the Buyer free from Encumbrances and with all rights attaching on the terms set out in this Agreement.
其有權根據本協議條款向買方出售並轉讓銷售股份的實益所有權，且該等股份不附有任何權利負擔，並享有所有附帶權利。
- 1.9 The Sale Shares are freely transferrable.
銷售股份可自由轉讓。
- 1.10 As at Completion, there will be no Encumbrance on, over or affecting the Sale Shares, there will be no agreement or commitment to give or create any Encumbrance on, over or affecting the Sale Shares, no claim has been or will be made by any person to be entitled to any of the Sale Shares and the Sale Shares will be free from all other rights exercisable by or claims by third parties.
截至交割時，銷售股份上、之上或影響銷售股份的情況不存在任何權利負擔，也不存在任何協議或承諾設置或創設任何權利負擔，並且未有或不會有任何人聲稱對任何銷售股份享有權利，且銷售股份將不受第三方行使的所有其他權利或索賠的影響。

Shares

股份

- 1.11 The Sale Shares have been validly allotted, issued and are fully paid or credited as fully paid.
銷售股份已有效分配及發行，並已全額繳足或視為全額繳足。
- 1.12 The shares or equity interests of each member of the Group are legally and beneficially owned, and the right to exercise all voting and other rights over the shares are held, by their respective shareholders.
每個集團成員的股份或股權均由其各自股東合法並實益擁有，且擁有對該等股份的所有表決權及其他權利的行使權。
- 1.13 There are no voting trusts, shareholder agreements, proxies or other agreements or understandings in force with respect to the voting of any share, equity interest, security or loan capital of any member of the Group.
關於任何集團成員的股份、股權、證券或貸款資本的表決，並不存在任何有效的表決信託、股東協議、代理權或其他協議或共識。

- 1.14 Neither it nor any member of the Group has created any Encumbrances over or affecting any shares in the capital of (or equity interests in) any member of the Group, and neither it nor any member of the Group has given any commitment to create such an Encumbrance, and no person has claimed to be entitled to such an Encumbrance.
其或任何集團成員均未在任何集團成員的股本（或股權）上或影響其的範圍內設置任何權利負擔，亦未作出任何設置該等權利負擔的承諾，且無任何人聲稱有權獲得該等權利負擔。
- 1.15 The shares and equity interests in members of the Group are freely transferrable.
集團成員的股份和股權可自由轉讓。

Consent

同意

- 1.16 Save as contemplated in this Agreement, the execution, delivery of and performance by it of its obligations under this Agreement will not require it to obtain any consent or approval of, or give any notice to or make any registration with any Authority (or any third party pursuant to any contractual or other arrangement to which it is a party) which has not been obtained or made at the date of this Agreement both on an unconditional basis and on a basis which cannot be revoked (save pursuant to any legal or regulatory requirement to revoke the same other than by reason of any misrepresentation or misstatement).
除本協議中規定的情況外，其簽署、交付及履行本協議項下義務無需取得任何機構的同意或批准，亦無需向任何機構或因其為某合同或其他安排的一方而向任何第三方發出通知或進行登記，而截至本協議簽署日，該等同意或批准已在無條件且不可撤銷的基礎上獲得或完成（除因任何虛假陳述或誤述而根據法律或監管要求撤銷外）。

Group Company

集團公司

- 1.17 Each of the Group Companies is validly incorporated and duly registered under the laws of its jurisdiction of incorporation and has power to conduct its Business as conducted as at the date of this Agreement.
每個集團公司均根據其註冊地的法律有效註冊成立並正式登記，並具有在本協議簽署日所從事業務的經營權。
- 1.18 The share capital and other corporate particulars of the Group as set out in Schedule 1 and Schedule 2 are true and accurate and not misleading.
附表1及附表2中列明的集團的股本及其他公司資料真實、準確，且並無誤導性。
- 1.19 Schedule 2 sets forth an accurate list of all Subsidiaries of the Company, and the Company does not have any subsidiary other than the Subsidiaries.
附表2準確列出了公司的所有子公司，且公司除該等子公司外，並無其他子公司。
- 1.20 Except as disclosed in Schedules 2 and 9, none of the Group Companies holds, directly or indirectly, any equity interest or other investment (whether debt or equity) in any Joint Venture or Associated Company. For the purposes of this Agreement:
除附表2及9中披露的內容外，集團公司均未直接或間接持有任何合資企業或關聯公司的股權或其他投資（不論是債權還是股權）。就本協議而言：

(a) **“Joint Venture”** means any company, enterprise, partnership or other business entity in which a Group Company holds an equity interest and which is not a Subsidiary, and where the Group Company and one or more third parties share control; and
“合資企業”指集團公司持有股權但並非子公司，且集團公司與一名或多名第三方共同

控制的任何公司、企業、合夥或其他商業實體；及

(b) “**Associated Company**” means any entity in which a Group Company holds, directly or indirectly, not less than 20% but not more than 50% of the voting rights or issued share capital, and over which it is in a position to exercise significant influence, but which is not a Subsidiary or Joint Venture.

“**關聯公司**”指集團公司直接或間接持有不少於20%但不超過50%的表決權或已發行股本，並能對其行使重大影響的任何實體，但該實體非子公司或合資企業。

In respect of each Joint Venture or Associated Company listed in Schedules 2 and 9 (if any), the relevant Group Company has complied in all material respects with its obligations under the applicable joint venture agreement, shareholders’ agreement, or other arrangement, and, to the Seller’s Knowledge, there is no existing or threatened dispute or material breach of agreement involving any party thereto.

對附表2和9中列出的每個合資企業或關聯公司（如有），相關集團公司已在所有重大方面遵守適用的合資協議、股東協議或其他安排中的義務，且根據賣方所知，未有或威脅存在涉及任何協議方的爭議或重大違約情形。

Accounts

賬目

1.21 The Accounts:

賬目需：

(a) give a true and fair view of the assets, liabilities and state of affairs of the Group as at the relevant Accounts Date and of the profits and losses of the Group for the financial year ended of the relevant Accounts Date; and

真實且公平地反映了截至相關賬目日期的集團資產、負債和財務狀況，以及截至相關賬目日期的財政年度內集團的損益；及

(b) have been prepared on a basis, consistent, with the basis employed in such accounts for the immediately preceding year.

已根據與上一年度賬目採用一致的基礎編制。

1.22 All Accounts, books, ledgers, financial and other records of whatsoever kind (“**Records**”) of the members of the Group are in the possession (or under control) of the relevant members of the Group.

集團成員的所有賬目、賬簿、分類賬、財務及其他形式的記錄（“**記錄**”）均由相關集團成員持有或控制。

1.23 No notice or allegation that any of the Records is incorrect or should be rectified or has been received.

未收到任何關於記錄不正確或需進行更正的通知或指控。

1.24 The Financial Statements:

財務報表：

(a) have been prepared on a recognised and consistent basis and in accordance with Hong Kong Financial Reporting Standards (“**HKFRSs**”) issued by the Hong Kong Institute of Certified Public Accountants;

已根據公認且一致的基礎，並符合香港會計師公會頒布的香港財務報告準則（“**HKFRSs**”）編制；

- (b) comply with all Laws, and show a true and fair view of the assets, liabilities and state of affairs of the Group as at the relevant Accounts Date of such Financial Statements and of the profits or losses and (where applicable) cash flows of the Group for the period ended on the relevant Accounts Date of such Financial Statements;
符合法律規定，並真實且公平地反映了截至相關賬目日期的集團資產、負債和財務狀況，以及截至相關賬目日期的集團損益及（如適用）現金流量；
- (c) are not affected by any unusual or non-recurring items and do not include transactions not normally undertaken by the relevant member of the Group (save as disclosed in such accounts); and
未受任何異常或非經常性項目的影響，且不包含相關集團成員通常不進行的交易（除該等賬目中披露的內容外）；及
- (d) make adequate provision or reserve for, or disclosed, all liabilities and all capital commitments (including Taxation) in respect of all accounting periods ended on or before the respective date for which the relevant member of the Group was then or might at any time thereafter become or have been liable.
對截至或早於相關日期結束的所有會計期間的所有負債及資本承諾（包括稅務）作出充分準備或儲備，或進行披露。

Financial Matters

財務事項

- 1.25 There is no insolvency or bankruptcy proceeding against any member of the Group, nor, is there any fact which is likely to give rise to any such proceedings. No member of the Group is insolvent, or is otherwise unable to pay its debts within the meaning of the insolvency laws applicable to it. No member of the Group has stopped paying its debts as they fall due. No member of the Group has suspended or ceased (or threatened to suspend or cease) to carry on all of its business.
有任何針對任何集團成員的破產或債務重組程序，也不存在可能引發該等程序的任何事實。任何集團成員均未破產或無力根據適用破產法按到期償還其債務，亦未停止按到期償還債務，也未暫停或終止（或威脅要暫停或終止）其全部業務運營。
- 1.26 No member of the Group has engaged in any borrowing or financing not required to be reflected in, or which is not reflected in, the Financial Statements.
任何集團成員均未進行任何不需要在財務報表中反映或未在財務報表中反映的借款或融資。
- 1.27 There is no outstanding guarantee, indemnity, similar assurance against loss or other security (whether or not legally binding) given:
未有任何下列擔保、賠償、類似的損失保證或其他形式的擔保（不論是否具有法律約束力）：
- (a) by any member of the Group; and
由任何集團成員作出；及
 - (b) for the benefit of any of the Seller,
為任何賣方的利益而作出
- nor is any member of the Group liable, by virtue of any act or omission as director, shadow director or “de facto” director or manager of another person, to pay all or part of the debts or liabilities of that other person.
亦無任何集團成員因作為另一人的董事、影子董事或實際董事或經理的行為或疏忽，而須支付該另一人的全部或部分債務或負債。

Position since 30 June 2025
自2025年6月30日起的狀況

1.28 Since 30 June 2025:
自2025年6月30日起:

- (a) the Business has been carried on in the ordinary and usual course so as to maintain it as a going concern and without any interruption or alteration in the nature, scope or manner of the Business;
業務在正常且通常的過程中運作，以維持其作為持續經營的狀況，且未發生任何業務性質、範圍或方式的中斷或改變
- (b) there has been no material adverse change to the Business;
業務並未發生任何重大不利變化;
- (c) no member of the Group has entered into any contract outside the ordinary course of business;
集團的任何成員均未簽訂任何不屬於正常業務範疇的合同;
- (d) no member of the Group has entered into any capital commitments which individually exceeds RMB 3 million or which together with all other capital commitments entered into by the Group between the date of this Agreement and the Completion Date, exceeds RMB 5 million in aggregate;
自本協議日期至完成日期期間，集團的任何成員均未作出任何單項超過人民幣3百萬元，或連同本期間內集團其他所作出的所有資本承諾合計超過人民幣5百萬元的資本承諾; ;
- (e) no member of the Group has assumed or incurred any liabilities that would be required to be reflected in audited financial statements, otherwise than in the ordinary course of carrying on its Business;
集團的任何成員均未承擔或產生任何需要在審計財務報表中反映的負債，除非這些負債是正常業務過程中產生的;
- (f) there has not been:
未發生以下情況:
 - (i) any waiver or compromise by any member of the Group of any obligation owed to it;
任何集團成員對其所欠義務的任何豁免或妥協;
 - (ii) any change to a contract or agreement by which any member of the Group or any of its assets is bound or subject; or
任何集團成員或其資產所受約束的合同或協議的任何變更; 或
 - (iii) any change in any compensation arrangement or agreement with any employee, officer, director, consultant, contractor or shareholder of any member of the Group.
任何集團成員的員工、管理人員、董事、顧問、承包商或股東的任何薪酬安排或協議的任何變更;
- (g) no dividend or other distribution has been declared, made or paid by any member of Group;
集團的任何成員均未宣布、作出或支付任何股息或其他分配;
- (h) no share or loan capital or registered capital by any member of Group has been allotted or issued or increased or agreed to be issued or allotted or increased;
集團的任何成員均未分配或發行任何股份或貸款資本，亦未增加或同意分配或增加股份或貸款資本;

- (i) no change in the accounting reference period of any member of the Group has been made;
集團的任何成員的會計參考期間未作出任何更改;
- (j) no member of the Group has repaid any borrowing or indebtedness in advance of its stated maturity except through a voluntary refinancing arrangement on arm's length terms;
除通過公平市場條件下的自願再融資安排外，集團的任何成員均未提前償還任何借款或債務;
- (k) no damages, destruction or loss, whether or not covered by insurance, resulting in a material adverse effect on the Group as a whole;
無論是否受保險覆蓋，未發生任何損害、破壞或損失，對本集團整體導致重大不利影響;
- (l) no material assets depreciation or write-off items among account receivables, fixed assets, intangibles, construction in progress and other key balance sheet items.
賬款應收、固定資產、無形資產、在建工程及其他主要資產負債表項目中未發生任何重大資產折舊或核銷;
- (m) there has been no material increase or decrease in the levels of debtors or in the average collection or payment periods for the debtors respectively of any member of the Group; and
集團的任何成員的債務人水平未重大增加或減少，或其平均收款或付款期未發生變化; 及
- (n) no debtor of any member of the Group has been released on terms that it pays less than book value of its debt and no debt owing to any member of the Group has been deferred, subordinated or written off or has proved to any extent irrecoverable.
集團的任何成員的任何債務人均未在支付低於其賬面價值的條款下獲得豁免，且未有任何債務被延期、次級化或核銷，或被證實在任何程度上不可收回。

Authorisations

授權事項

- 1.29 Each member of the Group has obtained such Authorisations (if any) as are required under the provisions of any Law in connection with the operation of its Business and there is no breach by any member of the Group of the provisions of any Law governing such Authorisations (nor is there any reason why such Authorisations should be withdrawn or cancelled).
每個集團成員均已獲得與其業務運營相關法律規定的授權（如適用），且並未違反任何規範該授權的法律條款（亦無任何理由導致該授權被撤回或取消）。

Compliance

合規性

- 1.30 To the Knowledge of the Seller and the Guarantor, the Company is not in breach of any rules, regulations, or statute.
據賣方及擔保人知悉，公司未違反任何規則、法規或法令。
- 1.31 The Business and affairs of the Group have been conducted by the Group in accordance with all Laws in material respects and, there is no investigation, disciplinary proceeding or enquiry by, or order, decree, decision or judgment of any Authority outstanding, or threatened or expected to be issued, against any member of the Group, the Business or their respective assets or any person for whose acts or defaults they may be vicariously liable.
集團的業務及事務在重大方面均按照所有適用法律進行，且不存在任何機構的調查、紀律程序或詢問，亦無針對任何集團成員、業務或其各自資產的命令、法令、決定或

判決是尚未解決的、已威脅的或預期將被發布的，或針對任何其可能因其行為或過失而需承擔間接責任的人的情況。

- 1.32 No member of the Group nor, so far as it is aware, any of its officers or employees (during the course of their duties in relation to the Business of the Company) have committed, or omitted to do, any act or thing the commission or omission of which is in contravention of any Law in material respects and no notice or communication has been received with respect to any alleged, actual or potential violation of or failure to comply with any Law. 集團的任何成員或其高級管理人員或員工（在履行與公司業務相關的職責過程中）在重大方面均未實施或未履行與法律相違背的任何行為或事項，且並未收到任何關於任何涉嫌、實際或潛在違反或未遵守法律的通知或通信。
- 1.33 There is no order, decree or judgment of any court or governmental agency or regulatory body outstanding against any member of the Group. 並無針對任何集團成員的法院、政府機構或監管機構的命令、法令或判決尚未解決。
- 1.34 No outstanding indebtedness of any member of the Group has become payable or repayable by reason of any default of any member of the Group and no event has occurred or is impending which may result in such indebtedness becoming payable or repayable prior to its maturity date, in a demand being made for such indebtedness to be paid or repaid or in any step being taken to enforce any security for any such indebtedness of any member of the Group. 集團的任何成員均無因違約導致其未償還債務變為應付或可償還，亦無任何事件已發生或瀕臨發生可能導致該等債務在到期日前應付或可償還，或導致要求償付或償還該等債務的請求，或採取任何步驟執行針對該等債務的任何擔保。
- 1.35 No member of the Group is a party to or under any obligation and which is of an unusual or unduly onerous nature. No member of the Group is in breach of or in default of any contract or agreement which may have or has had an adverse effect upon the condition, financial or otherwise or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Group (taken as a whole). 集團的任何成員均未參與或承擔任何屬於不尋常或過度繁重性質的義務或合同。集團的任何成員均未違反或未履行任何合同或協議，且未對集團的財務狀況、收益、業務事務或業務前景（無論是否源於正常業務過程）構成或可能構成不利影響（作為整體考慮）。
- 1.36 To the Knowledge of the Seller and the Guarantor, neither the Company nor any other member of the Group or any director, officer, or employee, agent or representative of the Company or any other member of the Group has: 據賣方及擔保人知悉，公司或集團的其他成員或其任何董事、高級管理人員、員工、代理人或代表均未：
- (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense or anything else of value relating to political activity; 使用任何公司資金進行非法的捐助、禮物、娛樂或其他與政治活動相關的非法費用或其他任何有價值的東西；
 - (b) made any direct or indirect unlawful payment or other property or gift or anything else of value to any foreign or domestic government official or employee (including any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) from corporate funds; or

從公司資金中直接或間接向任何外國或國內政府官員或員工（包括任何政府或政府擁有或控制的實體的高級管理人員或員工，或任何國際組織的公共官員，或代表上述任何人的人，或任何政黨、政黨官員或候選人）進行非法付款、財產或其他禮物或有價值的東西；或

- (c) made any other unlawful payment or other property or gift or anything else of value. Each member of the Group and, to its belief after making reasonable enquiries, their respective agents acting on behalf of each member of the Group have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein.

進行任何其他非法的付款、財產或禮物或有價值的東西。集團的每個成員及其代理人在經合理調查後，均已遵守適用的反腐敗法律，並已建立、維護且將繼續維護促進和實現此類法律合規的政策和程序，並符合此處所包含的陳述與保證。

- 1.37 The operation of the Company and the other members of the Group are and have been conducted at all times in compliance with applicable anti-money laundering laws of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental agency, Authority or body or any arbitrator involving the Company or any other member of the Group with respect to the Anti-Money Laundering Laws is pending or threatened.

公司及集團其他成員的經營活動始終遵守所有司法管轄區適用的反洗黑錢法規、相關規則和法規，以及任何政府機構發布、管理或執行的相關或類似規則、法規或指引（統稱為“反洗黑錢法規”）。且不存在針對公司或集團其他成員與反洗錢法律相關的任何訴訟、法律程序，或在任何法院、政府機構、權力機關或仲裁員面前提起的行動正在進行或被威脅提起。

- 1.38 Neither it, the Company nor any of the Subsidiaries nor any of their directors or officers, employees, agents, affiliates or other person acting on behalf of any of them currently is the subject or the target of any sanctions administered or enforced by the U.S. Government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”) or the U.S. Department of State and including, without limitation, the designation as a “**pecially designated national**” or “**blocked person**”), the United Nations Security Council (“**UNSC**”), the European Union, Her Majesty’s Treasury (“**HMT**”), or other relevant sanctions authority (collectively, “**Sanctions**”), nor is it, the Company or any of the Subsidiaries, or any of their respective directors or officers, employees, agents, or affiliates or other person acting on behalf of them located, organized or resident in a country, region or territory that is, or operating in any country or territory that is, the subject or the target of Sanctions, including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria (each, a “**Sanctioned Country**”); and it will not directly or indirectly use the Consideration for the Sale Shares, or lend, contribute or otherwise make available such Consideration to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is, or operating in any country or territory that is, the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the

transaction, whether as underwriter, initial buyer, advisor, investor or otherwise) of Sanctions. For the past 5 years, it, the Company and the Subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

公司、其任何子公司或其任何董事、高級管理人員、員工、代理人、關聯方或代表均未受到或成為以下機構實施或執行的任何制裁的對象：美國政府（包括但不限於美國財政部外國資產控制辦公室（“OFAC”）或美國國務院，且包括但不限於被指定為“特別指定國民”或“受阻人員”），聯合國安理會（“UNSC”）、歐盟、英國財政部（“HMT”）或其他相關制裁機構（統稱為“制裁”）；公司及其任何子公司、董事、高級管理人員、員工、代理人或關聯方亦未位於、註冊於或居住在任何受到制裁或成為制裁目標的國家、地區或領土，包括但不限於克里米亞、古巴、伊朗、朝鮮、蘇丹及敘利亞（以下統稱“受制裁國家”）；且公司不會直接或間接將銷售股份的對價用於貸款、捐助或以其他方式提供給任何子公司、合資夥伴或其他實體或個人，以（i）資助或促進任何人在受到制裁或成為制裁目標的國家或地區內的活動或業務；（ii）資助或促進在任何受制裁國家內的活動或業務；或（iii）以任何其他方式導致任何人（包括參與交易的任何人，如承銷商、初始買方、顧問、投資者等）違反制裁。在過去 5 年內，公司及其子公司未曾且目前未有明知情況下參與與任何在交易時受到制裁或成為制裁目標的人或任何受制裁國家的交易或往來。

Insurances

保險

- 1.39 Each member of the Group maintained adequate insurance coverage against risks normally insured against by companies carrying on similar businesses. Each such insurance policy is legal, valid, binding, enforceable and in full force and effect. No member of the Group is in breach or default (including with respect to the payment of premiums or the giving of notices) under such policy.

集團的每個成員均維持了足夠的保險覆蓋範圍，以防範通常由經營類似業務的公司投保的風險。每項保險單均合法、有約束力、可強制執行且完全有效。集團的任何成員均未違反或未履行該保單的規定（包括未支付保費或未發出通知）。

- 1.40 All premiums due and payable under all such policies have been paid, no member of the Group is liable for any retrospective premiums or similar payments.
所有應支付的保險費用均已支付，集團的任何成員均無需支付任何追溯保險費或類似付款。

- 1.41 No insurance claim is outstanding and no circumstances exist which are likely to give rise to any insurance claim.
沒有未結的保險索賠，也不存在任何可能導致保險索賠的情況。

Employees and Employee Benefits

員工及員工福利

- 1.42 Save for the under-funding of social insurance and housing fund contributions for employees of the Group Companies incorporated in the PRC, each member of the Group has complied with all Laws relating to the employment of labour and withheld paid to the relevant Authorities (to the extent required by Law) in material respects, or is holding for payment not yet due to such Authority all amounts required to be withheld from employees of any member of the

Group and is not liable for any arrears of wages, including overtime, taxes, penalties or other sums for failure to comply with any of the foregoing. 除中國境內集團公司員工及住房公積金繳納不足的情況外，集團的每個成員重大方面均已遵守所有有關勞工就業的法律，並已根據法律要求向相關機構支付或保留尚未到期應支付的所有應代扣代繳的款項，且無需承擔任何未付工資（包括加班工資）、稅款、罰款或因未遵守上述規定而產生的其他款項。

- 1.43 Each member of the Group has paid in full to all their respective employees or adequately accrued for in accordance with the applicable generally accepted accounting principles, all social insurance, housing funds, wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees. 集團的每個成員已按適用的公認會計原則全額支付或充分計提所有應付其員工的社會保險、住房公積金、工資、薪金、佣金、獎金、福利及其他補償。
- 1.44 There is no claim with respect to the payment of social insurance, housing funds, wages, salary or overtime pay that has been asserted or is now pending or threatened before any Authority with respect to any persons currently or formerly employed by any member of the Group. 與集團任何成員目前或以前僱用的任何人員相關的社會保險、住房公積金、工資、薪金或加班工資支付的索賠均未提出，也無正在進行或威脅進行的索賠。
- 1.45 To the Knowledge of the Seller and the Guarantor, each key employee is currently devoting all of his or her working time to the business of the Group. No key employee has given any written notice of intent to resign, and no Group Company has any intention of terminating the employment of any key employee. No key employee of any Group Company is obligated under, or in violation of any term of, any contract or any governmental order relating to the right of any such individual to be employed by, or to contract with, such Group Company. No Group Company has received any written notice alleging that any such violation has occurred. 據賣方及擔保人知悉，每位核心員工目前均將其全部工作時間投入到集團業務中。無核心員工已提交書面辭職通知，且集團公司無解僱任何核心員工的意圖。集團公司無收到任何書面通知，聲稱任何核心員工違反或受制於任何合同或政府命令，影響其在集團公司中的受僱權利或合同權利。
- 1.46 To the Knowledge of the Seller and the Guarantor, none of the key employees directly or indirectly, manages, is engaged in, operates, controls, works for, consults with, renders services for, or participates in the ownership, management, operation, or control of, any business which is in competition with the business of the Group Companies as presently conducted or as contemplated to be conducted, whether in corporate, proprietorship or partnership form or otherwise. None of the key employees directly or indirectly, invests in any entity which is in competition with the business of the Group Companies as presently conducted or as contemplated to be conducted (other than the business of the Group Companies), including whether as owner, shareholder or actual Controller of such entity (other than any purely financial investment in the equity interest of any private company or any investment in the securities of any entity which are listed or traded on any generally recognized stock exchange. 據賣方及擔保人知悉，核心員工中無人直接或間接管理、參與、經營、控制、為與集團公司業務有競爭的任何業務工作、提供諮詢或服務，或參與此類業務的所有權、管理、經營或控制（無論以公司形式、個人獨資或合夥形式）。核心員工中無人直接或間接投資於與集團公司業務有競爭的任何實體，包括作為該實體的所有者、股東或實際控制人（純粹作為私人公司的財務投資或投資於上市或交易於公認證券交易所的實體的證券除外）。

Real Properties

Owned Real Property

- 1.47 Each parcel of Owned Real Property is legally and beneficially owned by a member of the Group, and each such member of the Group has good and marketable title to their relevant parcel of the Owned Real Property, free and clear of all Encumbrances, defects, any other restrictions, conditions, planning consents, orders, regulations which could have an adverse effect on the value of any of the Owned Real Property or limit, restrict or otherwise adversely affect the ability of the Group to own or utilise that Owned Real Property. 集團的每個成員均合法並實益擁有其名下的每一塊擁有不動產，並對相關不動產擁有良好且可轉讓的所有權，該等不動產均不受任何權利負擔、缺陷或其他限制、條件、規劃許可、命令或法規的影響，這些可能對任何擁有不動產的價值產生不利影響或限制、阻礙或以其他方式不利於集團擁有或使用該不動產的能力。
- 1.48 Each member of the Group which owns the Owned Real Property has entered into valid and subsisting land grant contract with the relevant government authorities and obtained the land use rights certificates or the building ownership certificates (as the case may be) for their relevant parcel of the Owned Real Property, such land grant contract, land use rights certificates and the building ownership certificates are in full force and effect pursuant to applicable laws of the jurisdiction of where the property is situated, and there has been no change to the terms and conditions of the land grant contract and all covenants, obligations, stipulations, restrictions, terms and conditions contained in the land grant contract in respect of the Owned Real Property have been duly observed and performed. All legislation, statutory requirements, governmental or other orders, rules, directives or instruments affecting or pertaining to the use, occupation or enjoyment of the Owned Real Property have been duly complied with to-date. 集團的每個成員就其相關的擁有不動產，已與相關政府機構簽訂有效且持續有效的土地出讓合同，並取得土地使用權證或建築所有權證（視情況而定）。該土地出讓合同、土地使用權證及建築所有權證根據不動產所在地的適用法律完全有效，且土地出讓合同的條款和條件未發生任何變更。土地出讓合同中規定的所有契約、義務、條款、限制、條件均已被遵守並履行。所有與使用、占用或享有擁有不動產相關的立法、法規要求、政府命令或其他指令均已遵守至今。
- 1.49 Each member of the Group has the right, power and authority to sell, assign, transfer, mortgage, pledge, and otherwise dispose of, create any security interest over, let and enter into any transaction regarding its Owned Real Property (or any part thereof). 集團的每個成員均有權出售、轉讓、抵押、質押或以其他方式處置其擁有的不動產（或其任何部分），並可對其設定任何擔保權益或進行交易。
- 1.50 All premiums, charges, acquisition considerations, fees, Tax and duties and other expenses payable to acquire the Owned Real Property or title, land use rights or building ownership rights therein have been paid in full. 為獲得擁有不動產或其所有權、土地使用權或建築所有權而應支付的所有費用、稅金及其他相關支出均已全額支付。
- 1.51 The relevant member of the Group has transferred or delivered all public facilities to the relevant government authority or entity in accordance with the terms and conditions of the land grant contract and building permits. 集團的相關成員已根據土地出讓合同及建築許可證的條款和條件，將所有公共設施移交或交付給相關政府機構或實體。
- 1.52 No member of the Group has received any notification in writing from any government authority that (A) the title certificate(s) in relation to the land of the Owned Real Property be suspended, cancelled, terminated or modified (whether in full or in part) or (B) require each member of the Group to demolish or reinstate or repair or renovate any part of the Owned Real

Property, or (C) is for the resumption, requisition, compulsory acquisition or taking back of or the compulsory creation of any rights over any part of the Owned Real Property (regardless of whether any compensation is paid or payable). 集團的任何成員均未收到任何政府機構的書面通知，要求：（A）暫停、取消、終止或修改（無論是全部還是部分）與擁有不動產土地相關的所有權證書；（B）拆除、恢復、修理或翻新任何部分的擁有不動產；或（C）徵用、強制收回或強制設立任何權利於擁有不動產的任何部分（無論是否支付補償）。

- 1.53 There is no dispute with any governmental or local authority or with the owner or occupier of any adjoining or neighbouring land or property or howsoever otherwise, and there are no outstanding or pending actions, disputes, notices, liabilities, demands or complaints which adversely affect or are likely to adversely affect the ownership, use or continued possession or occupation of any Owned Real Property or any part thereof for the purposes for which it is now used.

集團與任何政府或地方機構、毗鄰或鄰近土地或不動產的所有者或占用者之間不存在任何糾紛，也不存在影響或可能影響擁有不動產的所有權、使用或持續占有的未解決或懸而未決的行動、糾紛、通知、責任、要求或投訴。

- 1.54 No development or construction work has been carried out in relation to the Owned Real Property which would require any approval, consent or permission under or by virtue of the relevant planning or building regulations or any other relevant legislation without such approval, consent or permission having been properly obtained and any conditions or restrictions imposed thereon have been fully observed and performed. 與擁有不動產相關的任何開發或建設工程，均未在未獲得相關規劃或建築法規或其他相關立法的批准、同意或許可的情況下進行，所需的批准及其附加的任何條件或限制均已被完全遵守和履行。

Leased Real Property

租賃不動產

- 1.55 In respect of each Leased Real Property:

關於每一項租賃不動產：

- (a) the relevant member of the Group has a valid leasehold interest in such Leased Real Property, free and clear of all Encumbrances;
集團的相關成員對該租賃不動產擁有有效的租賃權益，且該租賃不動產不受任何權利負擔的影響；
- (b) the relevant member of the Group has the legal right to occupy the Leased Real Property upon the terms set out in the lease agreements in respect of such property and the Leased Real Property is being used for lawful purposes and the occupation has not violated any relevant land or construction regulations applicable to the Leased Real Property;
集團的相關成員有合法權利根據租賃協議占用該租賃不動產，該租賃不動產的使用為合法用途，占用未違反適用於該租賃不動產的任何土地或建築法規；
- (c) all requisite licences, certificates, approvals, consents and authorities necessary for the existing user of the Leased Real Property by the relevant member of the Group have been duly obtained and are in full force, validity and effect;
所有必要的許可證、證書、批准、同意及授權已被合法獲得，並完全有效；
- (d) all the rent and other payments payable by the Group have been paid up-to-date, and the user of the Leased Real Property by the Group is in accordance with that provided

for in the relevant tenancy agreement/lease, all applicable legislation, statutory requirements, governmental or other orders, rules, directives or instruments affecting or appertaining to the use, occupation or enjoyment of the Property and the terms of the tenancy agreement/lease have been duly complied with and the tenancy/lease is not subject to avoidance or revocation or early termination due to default of the Group;

集團應支付的租金及其他款項均已支付，且集團對租賃不動產的使用符合租賃協議的規定以及適用法律的要求，租賃協議已被遵守，且不因集團的違約而面臨被撤銷或提前終止的風險；

- (e) there is no claim or dispute between any member of the Group and its landlord;
集團與其房東之間不存在任何索賠或糾紛；
- (f) the tenancy agreement/lease has been duly executed by the parties thereto with all the requisite stamping, filing and other legal formalities duly attended to and concluded to-date, and the tenancy agreement/lease is good, valid and subsisting and in full force validity and effect and the terms thereof are fully enforceable by the relevant member of the Group against the landlord of the Leased Real Property;
租賃協議已由各方正式簽署，相關法律手續（如蓋章、備案等）均已完成，且租賃協議完全有效並可強制執行；
- (g) there are no circumstances which might affect or prejudice the tenancy agreement/lease or otherwise affect the Group's occupation as tenant of the Leased Real Property;
不存在任何可能影響或損害租賃協議或集團作為租戶占用租賃不動產的情況；
- (h) no member of the Group has received from any Authority any notice or order which may adversely affect such tenancy/lease and/or continued enjoyment of the Leased Real Property;
集團未收到任何可能對租賃不動產的租賃或持續享有權產生不利影響的通知或命令；
- (i) all options to renew/terminate early contained in the tenancy agreement/lease are legally enforceable by the relevant Group against the landlord;
租賃協議中包含的續租或提前終止選項均對集團具有法律約束力；
- (j) the tenancy agreement/lease contains usual provisions for tenancy agreement/lease of the relevant nature in the place where the Leased Real Property is located;
該租賃協議包含當地租賃協議通常的條款；
- (k) all the terms of the tenancy are set out in the tenancy agreement/lease and the terms thereof have not been varied, modified, amended or supplemented verbally or by means of supplemental agreement(s) or correspondence between the landlord and the Group or otherwise; and
租賃協議的所有條款均在書面協議中列明，未經口頭或補充協議進行變更；
- (l) there are no circumstances which would enable any person or entity to exercise any right of re-entry or taking possession of any of the Leased Properties under the tenancy agreements or any part thereof or (if applicable) which would otherwise restrict or terminate the continued possession or occupation of such properties or any part thereof.
不存在任何情況會導致任何人有權重新進入或收回租賃不動產，或限制或終止集團對租賃不動產的占有或使用權。

General - Real Property
一般條款 - 不動產

- 1.56 There is no breach of any Law (including any building, planning or zoning law) relating to any of the Real Property in material respects and there are no contractual or legal restrictions, agreements or other matters (including claims, complaints or disputes) that may adversely affects the size of, improvements on or access to the Real Property or preclude or restrict the ability of any relevant member of the Group from using the Real Property for the purposes for which it is currently being used.
任何不動產在重大方面均未違反任何法律（包括任何建築、規劃或分區法律），且不存在任何合同或法律限制、協議或其他事項（包括索賠、投訴或糾紛），會對不動產的規模、改進或進出產生不利影響，或妨礙或限制集團任何相關成員將不動產用於其目前用途的能力。
- 1.57 The members of the Group have obtained all Authorisations for the development, construction and renovation of all buildings on the Real Property and such buildings may be used for their intended purposes. None of the Group Companies has made, erected or constructed, and is not aware of, any unauthorised or illegal structure or illegal alteration at, on or within the Real Property or any part thereof.
集團成員已獲得所有與不動產上的建築物開發、建設和翻新相關的授權，且該建築物可用於其預期用途。集團公司未建造、設立或構建，且並不知悉在不動產或其任何部分上存在任何未經授權或非法的結構或非法改建。
- 1.58 It is not aware of, having made all reasonable enquiries, any covenant, restriction, burden, stipulation or condition affecting the Real Property which adversely affects the use of the Real Property.
經合理查詢後，集團並不知悉存在任何影響不動產使用的不利契約、限制、負擔、條款或條件。
- 1.59 All payments required to be made by any member of the Group relating to Owned Real Property or Leased Real Property under the relevant Laws have been made.
集團的任何成員根據相關法律應支付的與擁有不動產或租賃不動產相關的所有款項均已支付。
- 1.60 All land grant price, premiums, management fees, related deed tax, public utilities connection fees (if any) reserved by and/or payable under the land grant contract or the title certificates relating to the Real Property and all outgoing incurred or payable in respect of the Real Property have been duly paid and will be fully paid or provided for in the Financial Statements up to Completion. The Real Property is not subject to the payment of any outgoing other than annual land use fee, service charges and other normal outgoing.
根據土地出讓合同或與不動產相關的所有權證書保留和/或應支付的土地出讓金、保費、管理費、相關契稅、公用事業接入費（如有）及所有與不動產相關的支出均已妥善支付，並將在完成前全額支付或在財務報表中進行充分列支。不動產不涉及除年度土地使用費、服務費及其他正常支出以外的任何支出。
- 1.61 Each of the member of the Group has not received any written notice or other form of written communication for terminating any of the lease(s) otherwise than in accordance with the terms of the relevant lease(s) or to the effect that any of the lease(s) is not valid and subsisting.
每個集團成員均未收到任何書面通知或其他形式的書面通信，要求終止任何租賃合同，除非該終止是根據相關租賃合同的條款進行的，或通知稱任何租賃合同無效或不再有效。

- 1.62 Each member of the Group who is a lessor and/or a lessee has complied with its obligations under the leases . There is no subsisting and breach by neither party of the leases which would entitle the other party to terminate the leases.
作為出租人和/或承租人的每個集團成員均已履行其在租賃合同下的義務。租賃雙方均無任何現存的違約情況，足以使另一方終止租賃合同。
- 1.63 There are no outstanding forfeiture proceedings in respect of any lease.
關於任何租賃合同均不存在未解決的沒收程序。
- 1.64 Each member of the Group who is a lessor and/or a lessee has not waived, varied or altered any of the terms and conditions of the lease(s) or agreed to do so other than in pursuant to the relevant provisions of this Agreement.
作為出租人和/或承租人的每個集團成員均未放棄、變更或修改任何租賃合同的條款和條件，亦未同意這樣做，除非根據本協議的相關條款規定。
- 1.65 Each member of the Group who is a lessor and/or a lessee has not entered into any assignment of rent or other monies payable under the leases.
作為出租人和/或承租人的每個集團成員均未進行任何租金或其他應付租賃款項的轉讓。
- 1.66 All construction projects are in compliance with applicable laws in material respects and have completed all statutory examination, approval and filing procedures, including but not limited to fire control, environmental protection, safety facilities, occupational disease protection facilities of the construction project completion filing.
所有建設項目在重大方面均符合適用法律，並已完成所有法定檢查、批准和備案程序，包括但不限於消防、環境保護、安全設施、職業病防護設施的竣工備案。

Environment

環境

- 1.67 The Group Companies are in compliance with all applicable environmental Laws and have obtained (and, to the extent required by environmental Law, has applied for the renewal of) and is in compliance with all government approvals in relation to environment protection necessary for the ownership and operation of its respective businesses and facilities and that are currently in effect, all such government approvals are in effect. All such government approvals are valid, and no appeal or other action is ongoing or pending that is intended to revoke or modify any such environmental permit.

集團公司均遵守所有適用的環境法律，並已獲得（且在環境法律要求的範圍內已申請續期）所有與環境保護相關的政府批准，這些批准對於其各自業務和設施的擁有權及運營是必要的且在有效期內的。所有此類政府批准均有效，且不存在任何旨在撤銷或修改此類環境許可的上訴或其他行動正在進行或懸而未決。
- 1.68 No written notice of violation, notification of liability, demand, request for information, complaint, action, suit, notice of investigation, citation, summons or order relating to or arising out of any environmental Law has been received by the Group Companies, nor are any such notices threatened.
集團公司未收到任何與環境法律相關或由此引起的書面違規通知、責任通知、要求、信息請求、投訴、訴訟、調查通知、傳票或命令，也未受到此類通知的威脅。
- 1.69 No release of hazardous substances has occurred at, on, above, under or from any properties currently leased, operated or used by the Group Companies, arising from the operations of, or distributed by, the Group Companies, in each case, in a manner that is reasonably likely to

result in a claim pursuant to applicable environmental Law against the Group Companies.
在集團公司目前租賃、運營或使用的任何財產上、上方、下方或從該財產中，均未發生任何由集團公司業務運營或其分銷活動引起的有害物質釋放，且未以可能根據適用環境法律對集團公司提出索賠的方式進行。

- 1.70 There are no claims pending or threatened against the Group Companies by any employees of the Group Companies or any Subsidiary alleging exposure to hazardous substances arising from or as the result of their employment with the Group Companies.
未有任何集團公司或其子公司員工提出或威脅提出索賠，聲稱因其在集團公司的工作而接觸到有害物質。
- 1.71 The Group Companies are not subject to any orders and have not entered into any agreements that may require them to pay to, guarantee, reimburse, pledge, defend, indemnify or hold harmless any Person from or against any liabilities or costs, arising out of or related to the generation, manufacture, use, transport, or disposal of hazardous substances, or otherwise in connection with or under any environmental Law.
集團公司未受到任何命令約束，亦未簽訂任何協議要求其支付、擔保、補償、抵押、防禦、賠償或保障任何人免於或應對任何因有害物質的生成、製造、使用、運輸或處置而產生或相關的責任或成本，或與任何環境法律相關的其他情況。

Contracts

合同

- 1.72 No member of the Group is a party to nor does it have any liability under:
集團的任何成員均未參與或承擔以下任何合同或責任：
- (a) any contract or arrangement which restricts its freedom to carry on the Business in any part of the world in such manner as it may think fit;
任何限制其在世界任何地區以其認為適當的方式開展業務自由的合同或安排；
 - (b) any guarantee, indemnity, surety relationship, letter of credit or any contract to which it is a party to secure any obligation of any person other than in the ordinary course of business;
任何保證、賠償、擔保關係、信用證或為保障任何其他人士義務而訂立的合同（但正常業務過程中除外）；
 - (c) any contract outside the ordinary course of business for rent, lease, hire, hire purchase, credit sale, conditional sale or purchase by instalments;
任何非正常業務範疇內的合同，包括租賃、租用、分期付款、信用銷售、條件銷售或分期付款購買；
 - (d) any agreement or arrangement between it and any other person which will be terminated as a result of the execution and completion of the transactions contemplated by this Agreement or which includes any provision with respect to a change in the control, management or shareholders of such member of the Group; or
任何與其他人士之間的協議或安排，因本協議所涉及交易的執行和完成而將被終止，或者包含有關集團成員控制權、管理層或股東變更的條款；或
 - (e) any contract, transaction, arrangement or liability which is outside its ordinary course of business or not conducted in connection within the Business of the Group as a whole.
任何合同、交易、安排或責任，不屬於其正常業務範疇或並非與集團整體業務相關。

Powers of Attorney

授權書

- 1.73 No member of the Group has given any power of attorney or other written authority which is still outstanding or effective to any person to enter into any contract or commitment on its behalf (other than to its directors, officers and employees to enter into routine contracts in the normal course of their duties).
集團的任何成員均未向任何人授予任何仍然有效或具有約束力的授權書或其他書面授權，允許其以集團成員的名義簽訂任何合同或承諾（授權其董事、高級管理人員和員工在其正常職責範圍內簽訂日常合同的情況除外）。

Related Party Arrangements

關聯方安排

- 1.74 No member of the Group is a party to, or has had its profits or financial position during the last three (3) years affected by, any agreement or arrangement which is not of an arm's length nature and for full and proper consideration. All transactions between any member of the Group and its Affiliates are fair, reasonable, legal, necessary and obtained all necessary approvals required for such Affiliate transactions (if applicable).
集團的任何成員均未參與任何非以公平交易條件和充分對價為基礎的協議或安排，且在過去三（3）年內，其利潤或財務狀況未因任何此類協議或安排受到影響。任何集團成員與其關聯方之間的所有交易均公平、合理、合法、必要，並已獲得所有必要的批准（如適用）。

Tax

稅務

- 1.75 Each member of the Group has properly and punctually filed with the appropriate Tax Authority all Tax Returns required to be filed in all jurisdictions in which such Tax Returns are required to be filed, and all such Tax Returns and the information contained therein are true and correct for the periods covered thereby.
集團的每個成員均已按時向相關稅務機構提交其應在各管轄區提交的所有稅務申報表，且所有此類稅務申報表及其中包含的信息在所涵蓋的期間內均真實且正確。
- 1.76 Each member of the Group has paid all Taxation which it has become liable to pay and adequate provision or reserve of all such liability has been made in its accounts.
集團的每個成員均已支付其應支付的所有稅款，並在其賬目中對所有此類稅務負債作出了充分的準備或預留。
- 1.77 Each member of the Group has duly and punctually complied with Law imposing Tax withholding or deduction obligations in material respects and accounted for all Tax due to the relevant Tax Authorities.
集團的每個成員於重大方面均已適當且按時遵守規定稅款扣繳義務的法律，並已向相關稅務機構申報所有應繳稅款。
- 1.78 There is no claim or dispute outstanding with the relevant Tax Authorities involving any member of the Group regarding liability or potential liability to any Tax (including but not limited penalties or interest) recoverable from any member of the Group or regarding the availability of any relief from Tax to any member of the Group.
集團的任何成員與相關稅務機構之間均不存在任何涉及可向其追討之稅務負債或潛在稅務負債（包括但不限于罰款或利息）的未結索賠或爭議，亦不存在任何涉及其稅務減免可得性的未結索賠或爭議。

- 1.79 No member of the Group has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.
集團的任何成員均未放棄與稅務相關的任何追溯時效，也未同意對稅務評估或稅務欠缺進行任何延期。
- 1.80 Each Group Company is a resident taxpayer at all times in its country of incorporation or establishment and nowhere else since its incorporation or establishment.
自成立或設立以來，每個集團公司始終是其註冊成立或設立所在國的居民納稅人，且並未在該國以外的其他地區向任何稅務機構繳納所得稅或收益稅。
- 1.81 Each Group Company has not, at any time, in violation of any applicable Taxation laws in material respects.
每個集團公司均未在任何時候違反適用法律，參與、訂立或涉及任何旨在規避其根據適用法律應負稅務責任的交易、計劃或安排。

The Business and Its Assets **業務及其資產**

Assets and Charges *資產及負擔*

- 1.82 The members of the Group are the owners legally and beneficially of, and have good title to, all the Business Assets, and all such assets are within the control or possession of the Group.
集團的成員在法律上和實益上均為所有業務資產的所有者，並對其擁有良好的所有權，所有此類資產均處於集團的控制或佔有之下。
- 1.83 No Business Asset is shared by the Group with any other person. The Business does not require or depend (for its continuation or for the continuation of the method, manner or scope of operation of its business in the same way or manner or on the same basis as heretofore) upon any assets, premises, facilities or services of a third party (other than those included in the Business Assets).
集團的業務資產未與其他任何人共享。業務的持續運營（包括其方式、方法或範圍保持與以往一致）不依賴於任何第三方的資產、場所、設施或服務（業務資產中包含的除外）。
- 1.84 The Business Assets comprise all of the assets, rights and privileges which are currently required by the Group to carry on the Business.
業務資產包含集團目前開展業務所需的所有資產、權利和特權。
- 1.85 The plant, machinery, vehicles and other equipment owned or used by the Group which are to the Business are in satisfactory working order, have been regularly and properly maintained and are not dangerous, obsolete, inefficient or surplus to requirements.
集團擁有或使用且與業務相關的工廠、機械、車輛及其他設備均處於令人滿意的運行狀態，並已定期且妥善維護，且不存在危險、過時、低效或超出需求的情況。
- 1.86 There is no dispute or circumstances likely to give rise to a dispute directly or indirectly relating to all or any of the Business Assets which would materially affect the trading or financial position of the Business.與所有或任何業務資產直接或間接相關的事項，不存在任何糾紛或可能引致糾紛的情況，而該等糾紛或情況將對業務的營運或財務狀況產生重大不利影響。

Intellectual Property Rights

知識產權

- 1.87 Each member of the Group owns or has a valid license to use all Intellectual Property Rights necessary to carry on the Business in each country in which it operates.
集團的每個成員擁有或持有有效許可使用所有在其運營所在國家開展業務所需的知識產權。
- 1.88 No member of the Group has received any notice or, is otherwise aware of any facts or circumstances which would render any Intellectual Property Rights invalid.
集團的任何成員均未收到任何通知，也未知悉任何可能導致任何知識產權無效的事實或情況。
- 1.89 No member of the Group has received any notice of infringement of, or conflict with, asserted rights of others with respect to its Intellectual Property Rights or sent a written notice alleging that a third party is infringing, violating, or misappropriating the Intellectual Property Rights.
集團的任何成員均未收到任何聲稱其知識產權侵犯或與他人權利衝突的通知，也未發送過書面通知，聲稱第三方正在侵犯、違反或盜用其知識產權。
- 1.90 All applicable taxes and other payments have been made in respect of the Intellectual Property Rights used by the Group and to the Knowledge of the Seller and the Guarantor, all Authorisations necessary for the use of such Intellectual Property Rights have been obtained and are in full force and effect (nor, is there any reason why any such Authorisation should be withdrawn or cancelled).
集團使用的知識產權相關的所有適用稅款及其他款項均已支付，且據賣方及擔保人知悉，所有使用該等知識產權所需的授權已獲得並完全有效，亦無任何理由導致該等授權被撤銷或取消。

Computer Systems 電腦系統

- 1.91 The Computer Systems owned by or licensed to each member of the Group comprise all computer hardware and software systems used in the operation of the Business as carried on at the date of this Agreement, and no member of the Group is in breach of any agreement relating to Computer Systems in material respects.
集團的每個成員擁有或獲授權使用的計算機系統，包括在本協議日期運營業務所使用的的所有計算機硬件和軟件系統，且集團的任何成員在重大程度上均未違反與計算機系統相關的任何協議。
- 1.92 To the Knowledge of the Seller and the Guarantor, the activities of each member of the Group do not, nor are reasonably likely to, infringe and have not infringed any rights to Computer Systems (including source codes) of any third party and do not make unauthorised use, and have not made unauthorised use, of any rights to Computer Systems (including source codes) owned by any third party. No claims have been received by any member of the Group in respect of any such infringement or unauthorised use.
據賣方及擔保人知悉，集團的每個成員的活動未侵犯、也不可能侵犯任何第三方對計算機系統（包括源代碼）的權利，且未對任何第三方擁有的計算機系統（包括源代碼）的權利進行未經授權的使用，亦未收到任何與此類侵權或未經授權使用相關的索賠。

Effect of Sale 出售影響

1.93 To the Knowledge of the Seller and the Guarantor, neither entering into or compliance with this Agreement, nor Completion will:

據賣方及擔保人知悉，無論是簽訂本協議還是履行其條款，亦或完成交易，均不會：

- (a) cause any member of the Group to lose the benefit of any Authorisation, right or privilege it presently enjoys;
導致集團的任何成員失去其目前享有的任何授權、權利或特權；
- (b) result in any present or future indebtedness of any member of the Group becoming due or capable of being declared due and payable prior to its stated maturity;
導致集團的任何成員的現有或未來債務提早到期或可以被宣告到期並需支付；
- (c) cause any person who normally does business with or gives credit to any member of the Group not to continue to do so;
導致任何通常與集團成員合作或提供信用的第三方不再繼續合作；
- (d) prejudice the attitude or action of customers, suppliers or employees with regard to any member of the Group;
損害客戶、供應商或員工對集團任何成員的態度或行動；
- (e) result in any breach of, or give any third party a right to terminate or vary, or result in any Encumbrance under, any contract or arrangement to which any member of the Group is a party; or
導致集團的任何成員作為當事方的合同或安排受到違約影響，或賦予任何第三方終止或變更的權利，或導致任何權利負擔的產生；或
- (f) result in the creation or imposition, crystallisation or enforcement of any Encumbrance over any property or asset of the Group;
導致集團任何財產或資產上產生、設立、固化或執行任何權利負擔；
- (g) result in any breach of, or constitute a default, under any constitutional document or any agreement or instrument to which any member of the Group is a party or any Encumbrance, lease, order, judgment, award, injunction, regulation or other restriction or obligation of any kind or character by which or to which any asset of any member of the Group is bound or subject; and
導致集團的任何成員的憲章文件、其作為當事方的任何協議或文書、任何權利負擔、租賃、命令、判決、裁定、禁令、法規或其他約束或義務被違反或構成違約；且
- (h) relieve any person from any obligation to any member of the Group (whether contractual or otherwise), or enable any person to determine any obligation, or any right or benefit enjoyed by a member of the Group, or to exercise any right, whether under an agreement with, or otherwise in respect of, a member of the Group.
解除任何人對集團成員的任何義務（無論是合同義務還是其他義務），或使任何人能夠終止其義務或集團成員享有的任何權利或利益，或行使任何涉及集團成員的權利（無論是基於協議還是其他原因）。

Information Disclosed

披露的信息

1.94 All information contained in this Agreement and all other information relating to itself and the Group which has been given in writing by it to the Buyer or its Representatives in the course of negotiations leading to this Agreement or in the course of due diligence or any other investigation carried out by the Buyer or its Representatives prior to entering into this Agreement was (when given) and remains true and accurate and is not misleading, and it is not aware of any fact, matter or circumstance not disclosed in writing to the Buyer which renders any such information untrue, inaccurate or misleading.

本協議中包含的所有信息，以及在本協議談判過程中或買方及其代表進行盡職調查或其他調查過程中其向買方或其代表提供的所有與其自身及集團相關的其他信息，在提供時及目前均為真實、準確且不具誤導性，並且其並不知悉有任何未以書面形式向買方披露的事實、事項或情況，會導致任何此類信息不真實、不準確或具誤導性。

Suppliers and Customers

供應商與客戶

- 1.95 The Seller has provided the Buyer with a correct list of top fifteen (15) suppliers (by attributed expenses) (with Affiliates aggregated for purposes hereof) for the Group's business, together with the aggregate amount of revenues received or expenses paid to such business partners. To the Knowledge of the Seller and the Guarantor, each such supplier can provide sufficient and timely supplies of goods and services of reasonable quality in order to meet the key-performance-indicator requirements of the Group's business consistent with prior practice. No member of the Group has experienced or been notified of any shortage in goods or services provided by its suppliers or other providers and none of the top fifteen (15) suppliers would not continue to provide to, or purchase from, or cooperate with, respectively, or that it would otherwise alter its business relationship with, the Group at any time after the Closing on terms substantially similar to those in effect on the date hereof, in any case. There is not currently any dispute pending between any member of the Group and any top fifteen (15) suppliers.

賣方已向買方提供了集團業務前 15 名供應商（按費用計算，為本目的將關聯方合併計算）的準確名單，並附有從這些業務合作夥伴獲得的總收入或支付的總費用。據賣方及擔保人知悉，每個此類供應商均能提供質量合理的充足及及時的商品和服務，以滿足集團業務的關鍵績效指標要求，並與以往做法一致。集團的任何成員均未經歷過或收到任何供應商或其他提供者供應短缺的通知，且前 15 名供應商均不會在完成交易後停止向集團提供服務、購買商品或合作，亦不會改變當前條款。集團的任何成員與前 15 名供應商之間不存在任何懸而未決的糾紛。

- 1.96 The Seller has provided the Buyer with a correct list of top fifteen (15) customers (by attributed expenses) (with Affiliates aggregated for purposes hereof) for the Group's business, together with the aggregate amount of revenues received or expenses paid to such business partners. To the Knowledge of the Seller and the Guarantor, no Group Company has received any notice or no significant customer has ceased, or will cease, to use the services of the Group, or has substantially reduced or will substantially reduce, the use of such services at any time, nor that the above is likely to occur or that the Transaction would cause the above to occur. No Group Company is involved in any material disputes or any proceeding with any customer. There is no potential credit deficiency with any customer which may enable it to fulfill its payment obligations due to the Group. Neither the Group nor its customers are in material breach or default under any contract between the Group and its customers. No Group Company has received any complaints from any third party (including customers of the Group) concerning alleged defects in their goods or services provided.

賣方已向買方提供了集團業務前 15 名客戶（按費用計算，為本目的將關聯方合併計算）的準確名單，並附有從這些業務合作夥伴獲得的總收入或支付的總費用。

據賣方及擔保人知悉，沒有任何重要客戶停止或將停止使用集團的服務，也未大幅減少或將大幅減少此類服務的使用，原因在於交易的進行。集團的任何成員均未與任何客戶存在重大糾紛，也未收到有關商品或服務缺陷的第三方（包括客戶）投訴。

Data Protection

數據保護

- 1.97 The Group has in place reasonably necessary procedures to ensure that its business can continue without material disruption in the event of breakdown or performance reduction or loss of data in relation to any information technology.

集團已建立合理必要的程序，以確保在信息技術發生故障、性能下降或數據丟失的情況下，其業務能夠不受重大干擾地繼續運行。

- 1.98 The Group have, in accordance with reasonably industry practice, taken precautions to preserve the availability, security and integrity of the data and information stored.
集團已根據合理的行業慣例採取預防措施，以保護存儲數據和信息的可用性、安全性和完整性。
- 1.99 The Group have at all times complied in material respects with all of their obligations under all applicable Laws regarding the collection, use and protection of personal data relating to employees, customers, suppliers and other persons, including without limitation obtaining any and all consents necessary for such collection and use. The Group have taken all steps necessary and appropriate (including without limitation implementing and monitoring compliance with adequate measures with respect to technical and physical security) to ensure that such personal data is protected against loss and against unauthorized access, use, modification, disclosure or other misuse, and no person has gained unauthorized access to or made any unauthorized use of any such personal data maintained by the Group.
集團在實質上遵守所有適用於收集、使用和保護員工、客戶、供應商及其他人員個人數據的法律，包括獲得必要的同意。集團已採取適當措施，保護個人數據免於丟失、未經授權的訪問或濫用。

Proceedings

訴訟

- 1.100 There is no ongoing claims, demands or proceedings pending or, threatened against the Group Companies by any Authority or before any courts or other juridical entities.
集團公司未有任何正在進行或威脅中的索賠、要求或訴訟，無論是由任何主管機構提出，還是於任何法院或其他司法機構進行。

Brokers and Finders

經紀人和仲介

- 1.101 None of the Group Company has any contract with any broker, finder or similar agent with respect to the Transaction, and none of them has incurred any liability for any brokerage fees, agents' fees, commissions or finders' fees in connection with this Agreement or the consummation of the Transaction.
集團公司與任何經紀人、尋找人或類似代理人均無關於本交易的合同，且未因此協議或交易完成而產生任何經紀費、代理費、佣金或中介費的責任。

Thai-Specific Representations and Warranties

The Seller represents and warrants to the Buyer as follows:

賣方向買方作出如下陳述與保證：

- 1.102 there are no outstanding liabilities, claims or disputes in connection with Dejinchang Thailand's participation in Talesun.
有關泰國德晉昌於 Talesun 參與事項不存在任何未了結之債務、索賠或爭議。
- 1.103 All capital contribution obligations relating to Dejinchang Thailand's former shareholding in Talesun have been irrevocably assumed by the transferee and duly discharged, and there are no circumstances which may give rise to any such liabilities after Completion.
泰國德晉昌於 Talesun 之前持股所涉及的所有出資義務均已由受讓方不可撤銷地承擔並已妥善履行，且不存在於完成後可能引致相關責任之情況。

- 1.104 All registered encumbrances and their rankings affecting the assets of the Group Companies in Thailand are limited to those expressly disclosed to the Buyer, and no undisclosed mortgages, charges, pledges or other security interests exist. 在泰國影響集團公司資產的所有已登記之負擔及其優先順序僅限於已明確告知買方者，且不存在任何未披露之抵押、押記、質押或其他擔保權益。
- 1.105 No consent, approval, notification or other action under Thai competition laws is required in connection with the execution, delivery and performance of this Agreement. 本協議之簽署、交付及履行不需依據泰國競爭法取得任何同意、批准、通知或其他行動。
- 1.106 The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (i) result in a breach or termination of, or give any counterparty the right to terminate or vary, any Material Contract, or (ii) require the consent or approval of any counterparty. 本協議之簽署、交付及履行以及據此完成之交易不會 (i) 導致任何重大合同違約或終止，亦不會賦予任何合同相對方終止或更改合同之權利，或 (ii) 需取得任何合同相對方之同意或批准。
- 1.107
- (a) The work rules of each Group Company in Thailand comply in all material respects with applicable Thai labour laws, and any non-compliance will not result in a material adverse effect; 泰國各集團公司之工作規則在所有重大方面均符合適用之泰國勞動法，且任何不合規情況均不會造成重大不利影響；
- (b) All social security contributions required to be made by each Group Company in Thailand have been duly paid in full within statutory deadlines, or any non-payment will not result in a material adverse effect; and 泰國各集團公司依法須繳納之所有社會保險費用均已於法定期限內足額繳納，或任何未繳納情況均不會造成重大不利影響；及
- (c) All foreign employees of each Group Company in Thailand hold valid work permits, or any absence thereof will not result in a material adverse effect. 泰國各集團公司所有外籍僱員均持有有效之工作許可證，或任何缺失均不會造成重大不利影響。
- 1.108 The Group Companies are legally entitled to use all intellectual property necessary for the operation of their business in Thailand as currently conducted, without third-party consent or payment obligations, and such use will not be revoked, suspended or otherwise restricted as a result of the transactions contemplated by this Agreement. 集團公司依法享有使用在泰國開展現有業務所必需之所有知識產權之權利，無需取得第三方同意或支付費用，且該等使用不會因本協議項下之交易而被撤銷、中止或以其他方式受限。
- 1.109 Each Group Company in Thailand has, and will continue to have after Completion, full and valid rights and privileges under all BOI promotion certificates and IEAT rights applicable to

its business. All material conditions attached to such BOI promotion certificates and IEAT rights have been complied with, and no event has occurred which, with the giving of notice or the passage of time, would result in the suspension, withdrawal or termination of such rights. 泰國各集團公司現時並於完成後仍持有完整且有效之投資委員會（BOI）優惠證書及工業園區管理局（IEAT）權利。與該等 BOI 優惠證書及 IEAT 權利相關之所有重大條件均已遵守，且未發生任何在通知或時效經過後將導致該等權利被中止、撤回或終止之情況。

SCHEDULE 6A

附表 6A

Disclosure Schedule

披露函

N/A

不適用

SCHEDULE 7

REPRESENTATIONS AND WARRANTIES OF THE BUYER

買方的陳述與保證

The Buyer warrants to the Seller on the terms of clause 8 as follows:

Capacity of Buyer

買方的能力

- 1.1 The Buyer has the requisite power and authority to enter into, and to perform its obligations under this Agreement.
買方擁有簽訂本協議並履行其義務所需的權力和授權。
- 1.2 Upon satisfaction of the Conditions set out in Schedule 3, the Buyer has obtained or satisfied all corporate, regulatory and other approvals, or any other conditions, necessary to execute and perform its obligations under this Agreement.
在滿足附表 3 所列條件後，買方已獲得或滿足所有執行和履行本協議義務所需的公司、監管及其他批准，或其他條件。
- 1.3 The Buyer is a company incorporated and validly existing under its Laws of incorporation and is not insolvent or unable to pay its debt as they fall due.
買方是一家依照其成立法律註冊成立並有效存續的公司，且未陷入無力償債或無法按期支付其債務的情況。
- 1.4 Entry into and performance by the Buyer of this Agreement will not result in the Buyer being in reach of any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or result in the Buyer being in breach of any Laws and regulations under the Laws of its incorporation.
買方簽署和履行本協議不會導致其違反公司章程細則、附則或等同的憲章文件的任何條款，也不會導致其違反依其成立法律的法律和規定。

Valid Obligation

有效義務

- 1.5 This Agreement constitutes legal, valid and binding obligations of the Buyer in accordance with its terms.
本協議構成買方依其條款合法、有效且具有約束力的義務。

No Default

無違約

- 1.6 The execution, delivery of and performance by the Buyer of its obligations under this Agreement does not and will not, and this Agreement does not and will not conflict with, or constitute a default or breach under any provision of:
買方簽署、交付和履行本協議項下義務的行為，以及本協議本身，均不會與以下任何條款相衝突，也不會構成違約或違反：
 - (a) any order, judgment, decree or regulation or any other restriction under Law of any kind by which it is bound or submits to; or
任何其受其約束或服從的法律命令、判決、法令、法規或其他限制；或

- (b) any agreement, instrument or contract to which it is a party or by which it is bound except for any such default or breach that would not result in a material adverse effect over its ability to consummate the Completion.
其作為當事方或受其約束的任何協議、文書或合同，但不包括任何不會對其完成交易的能力造成重大不利影響的違約或違反。

Previous Disclosures 先前披露事項

- 1.7 All information publicly disclosed by the Buyer (the “**Previous Disclosures**”) is and was, when supplied or published, to the knowledge of the Buyer, true and accurate in all material respects and not misleading in any material respect as at the respective dates of such Previous Disclosures. All expressions of opinion or intention contained in the Previous Disclosures were made by the directors of the Buyer on reasonable grounds and were truly and honestly held by the directors of the Buyer at the respective dates of such Previous Disclosures, and there were no other facts known to the directors of the Buyer the omission of which would make any such statement or expression in any of the Previous Disclosures misleading in any material respect in the context in which the Previous Disclosures were made and as at the respective dates of such Previous Disclosures.

買方公開披露的所有信息（“**先前披露事項**”）據買方所知，在披露時以及在其發布當時，在所有重大方面均為真實和準確，且在任何重大方面均無誤導成分。先前披露事項中所載的所有意見或意圖，均由買方董事基於合理依據作出，並在各自披露當日真誠地持有該等意見或意圖，且買方董事當時並無知悉任何其他會因遺漏而在先前披露的語境下導致該等陳述或表述在任何重大方面具有誤導性的事實。

Share Capital

- 1.8 As at the date of this Agreement, the Buyer has 1,955,570,000 Shares in issue.
截至本協議日期，買方已發行股份為1,955,570,000股。
- 1.9 Save as publicly disclosed by the Buyer and except for any share options (including employee share options) of the Buyer in issue as at the date of this Agreement, no unissued share capital of any member of the Group is under any option or agreed conditionally or unconditionally to be put under any option and no person has an outstanding warrant, pre-emptive right or any other right of any description to require shares to be allotted or issued by any member of the Group.
除買方已公開披露的信息外，及截至本協議日期買方已發行的任何股份期權（包括僱員股份期權）外，集團成員公司未有任何尚未發行的股份資本處於期權之下，亦未有以有條件或無條件方式同意將其置於期權之下，且無任何人士擁有尚未行使的認股權、優先購股權或其他任何形式的權利，可要求集團任何成員公司配發或發行股份。

Insolvency 破產清盤

- 1.10 No resolution has been passed for the winding-up or any other reorganisation or restructuring of the Buyer or its subsidiaries.
買方或其附屬公司並無通過任何清盤或其他重組、重整的決議。
- 1.11 Neither the Buyer or any of its subsidiaries is insolvent or subject to any bankruptcy, insolvency, moratorium or similar proceedings under Applicable Laws.
買方或其任何附屬公司並無資不抵債，亦未根據任何適用法律受到任何破產、清盤、暫緩償債或其他類似法律程序的約束。

Consideration

對價

- 1.12 The Cash Consideration paid hereunder is sourced exclusively from its own lawful funds, and in no event derived from or connected with any illegal or criminal activities.

根據本協議所支付的現金對價全部來自買方自有的合法資金，並在任何情況下不來自或與任何非法或犯罪活動有關。

- 1.13 The Consideration Shares, when allotted and issued will be fully paid up, free and clear of all mortgage, charge, pledge, lien or other security interest or any option, restriction, claims, right of first refusal or any other encumbrance of any kind, listed on the Main Board of the Hong Kong Stock Exchange and rank pari passu in all respects with other Shares in issue on the date of issuance, including the right, with effect from Completion, to vote and to receive all dividends and distributions which may be declared or paid at any time after Completion.

於分配及發行時，代價股份將為繳足股款，並不附帶任何抵押、押記、質押、留置權或其他擔保權益，亦無任何期權、限制、索償、優先購買權或任何其他形式的產權負擔，並將在香港聯合交易所主板上市，且在一切方面與於發行當日已發行的其他股份享有同等權利，包括自完成日起具有投票權及獲取其後任何時間宣派或支付的所有股息及分派的權利。

SCHEDULE 8

附表 8

MANAGEMENT ACCOUNTS

管理帳目

**合并利润表
2025.1-6
人民币千元**

营业收入	1,541,051
营业成本	(1,432,302)
毛利	<u>108,749</u>
其他收益	19,797
贸易应收款项之预期信贷亏损 (「预期信贷亏损」) 项下之减值亏损	(9,481)
销售及分销费用	(13,100)
管理费用	(32,405)
其他营业收入/(支出)	-
融資成本	<u>(22,598)</u>
除稅前溢利/(亏损)	50,962
所得税费用	(9,191)
年内溢利/(亏损)	<u>41,770</u>
累积未分配利润 (期初)	259,003
Dividend paid	(34,554)
累积未分配利润 (期末)	<u>266,219</u>

合并资产负债表
30-Jun-25
人民币千元

非流动资产	
固定资产	423,439
在建工程	10
投资物业	26,958
使用权资产	60,411
长期股权投资 - 子公司	
长期股权投资 - 联营公司	
以公允价值计量且其变动计入当期损益的金融资产	
定金、预付款项及其他应收款 - 长期部份	7
其他资产	
非流动资产合计	510,825
流动资产	
应收票据	7,000
应收账款	740,053
定金、预付款项及其他应收款	99,095
应收股利	-
Derivative	6,112
合并范围公司 - 应收关连公司款	-
Due from related parties	63,582
可收回税项	-
现金及银行结存	616,371
存货	345,081
流动资产合计	1,877,294
流动负债	
短期银行借款	708,125
应付票据	1,035,818
应付账款	126,537
其他应付款项	36,775
应付股利	-
合并范围公司 - 应付关连公司款项	-
Due to related parties	236,192
租赁负债	2,533
应交税费	7,207
流动负债合计	2,153,187
流动资产净值	(275,893)
总资产减流动负债	234,932
非流动负债	
租赁负债	12,724
长期银行借款	42,500
	55,224
资产/(负债)净值	179,708
资本及储备	
股本	918
资本公积	665
盈余公积 (期初)	30,346
盈余公积 (本期)	251
外汇汇兑储备	10,112
合并储备	-128,551
保留溢利 / (累计亏损) (期初)	259,003
本年度利润	41,770
Dividend paid	-34,554
Transfer to share capital	-
Transfer to 盈余公积	-251
总权益	179,709

FORM OF RESIGNATION LETTER

辭職信格式

Reference is made to the sale and purchase agreement, dated as of 28 August 2025 (the “SPA”), by and among Jin’s Investment Limited 金氏投資有限公司, Jin Zhenghua (金政華) and Time Interconnect Technology Limited (匯聚科技有限公司). Unless otherwise stated, capitalised terms used herein shall have the same meanings as those defined in the SPA.

茲提述由金氏投資有限公司 Jin's Investment Limited、金政華 Jin Zhenghua及匯聚科技有限公司(Time Interconnect Technology Limited)於2025年8月28日簽訂的買賣協議（“股份購買協議”）。除非另有說明，本文所用詞彙與股份購買協議中定義的詞彙具有相同含義。

In connection with the transactions contemplated under the SPA, effective upon the Completion Date, I, _____, a [director/officer*] of [Group Company*], a company incorporated in [*] with limited liability (the “**Company**”), do hereby resign from the office of director of the Company.

就股份購買協議項下擬進行的交易，自完成日期起生效，本人 _____，[集團公司*]的[董事/高級職員*]，該公司為一家在[*]註冊成立的有限責任公司（“公司”），特此辭去公司董事職務。

I hereby waive any and all rights and claims against the Company arising out of my service with, and resignation from, the Company, and agree not to bring any action of any nature against the Company in connection with my service with, and resignation from, the Company.

本人特此放棄因本人在公司的服務和從公司辭職而產生的任何及所有權利和索賠，並同意不就本人在公司的服務和從公司辭職提起任何性質的訴訟。

This letter is executed voluntarily, unconditionally and irrevocably.

本信函是自願、無條件且不可撤銷地簽署的。

Date日期: _____

Name姓名: _____

FORM OF TAX DEED
稅務契據格式

THIS DEED OF TAX INDEMNITY is made on the [•] day of [•] 2025
本稅務賠償契據於2025年[•]月[•]日簽訂

BETWEEN訂約方：

- (1) **JIN'S INVESTMENT LIMITED** 金氏投資有限公司, a company incorporated in the British Virgin Islands with limited liability, whose registered office is at Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands (the "**Seller**");
金氏投資有限公司 JIN'S INVESTMENT LIMITED, 一家在英屬維爾京群島註冊成立的有限責任公司, 其註冊辦事處位於Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands (“賣方”);
- (2) **Time Interconnect Technology Limited** (匯聚科技有限公司), an exempted company incorporated under the laws of the Cayman Islands with limited liability, whose registered office is at Windward 3, Regatta Office Park PO Box 1350, Grand Cayman KY1-1108, Cayman Islands (the "**Buyer**"); and
匯聚科技有限公司(Time Interconnect Technology Limited), 一家根據開曼群島法律註冊成立的獲豁免有限責任公司, 其註冊辦事處位於Windward 3, Regatta Office Park PO Box 1350, Grand Cayman KY1-1108, Cayman Islands (“買方”); 及
- (3) **DEJINCHANG INVESTMENT LIMITED** 德晋昌投资有限公司, a company incorporated in the British Virgin Islands with limited liability, whose registered office is at Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands (the "**Company**").
德晋昌投资有限公司 DEJINCHANG INVESTMENT LIMITED, 一家在英屬維爾京群島註冊成立的有限責任公司, 其註冊辦事處位於Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands (“公司”)。

WHEREAS鑒於

- A. Pursuant to the Agreement (as defined below), the Seller agreed, inter alia, to sell the Sale Shares (as defined in the Agreement), and the Buyer agreed to purchase the Sale Shares, on and subject to the terms and conditions therein contained.
根據協議（定義見下文），賣方同意，除其他事項外，出售銷售股份（定義見協議），買方同意購買銷售股份，按照其中包含的條款和條件。
- B. The parties to this Deed intend to enter into this Deed pursuant to the terms of the Agreement.
本契據的各方有意根據協議條款訂立本契據。

BY WHICH IT IS AGREED as follows:
雙方同意如下：

1. DEFINITIONS AND INTERPRETATION定義和解釋

1.1 Unless expressly defined in this Deed, all capitalised terms used herein shall have the same meanings as ascribed to them in the Agreement.
除非在本契據中明確定義，否則本文中使用的所有大寫術語應具有與協議中賦予它們的相同含義。

1.2 In this Deed, unless the context requires otherwise:
在本契據中，除非上下文另有要求：

“Agreement” means the agreement dated 28 August 2025 entered into between the Seller, the Guarantor and the Buyer, relating to the sale and purchase of the entire issued share capital of the Company;

“協議”指賣方、保證人和買方於2025年8月28日訂立的協議，關於買賣公司的全部已發行股本；

“Relief” means any relief, allowance, set-off or deduction in computing profits, right to repayment of Taxation available to any of the Company or any Group Company’s credit or granted by or pursuant to any legislation or otherwise relating to all forms of Taxation;

“救濟”指在計算利潤時的任何寬免、津貼、抵銷或扣除，或公司或任何集團公司有權享有或根據任何法規或其他方式授予的稅務退還權利，以及與所有形式稅務相關的任何其他形式的減免；

“Tax Claim” means any claim, assessment, notice, demand or other document issued or action taken in respect of Tax taken by or on behalf of the Inland Revenue Department of Hong Kong, The State Taxation Administration of the PRC, The Revenue Department of Thailand, the General Department of Taxation of Vietnam or analogous authority or regulator as the case may be, which indicates that the Company or any Group Company (a) is liable to repay any refund received from Tax Authority (save and except in relation to clawback of commercial building allowance) or (b) is liable or is sought to be made liable for any payment of any form of Taxation or (c) is to be deprived of any Relief which Relief would, but for such claim, assessment, notice, demand or other document issued or action, have been available to the Company or any Group Company;

“稅務索賠”指由香港稅務局、中國國家稅務總局、泰國稅務部門、越南稅務總局或類似機構或監管機構（視情況而定）提出或代表其提出的任何索賠、評估、通知、要求或其他文件或採取的行動，表明公司或任何集團公司(a)有責任償還從稅務機關收到的任何退款（與商業樓宇津貼的追回有關的除外）或(b)有責任或被要求承擔任何形式的稅項的任何付款責任或(c)將被剝奪任何救濟，而該救濟若非該索賠、評估、通知、要求或其他發出的文件或行動，原本可供公司或任何集團公司使用；

1.3 In addition and subject to clause 1.1, words and expressions defined in the Agreement shall, unless the context otherwise requires, have the same meanings when used herein.

此外，並在符合第1.1條的情況下，協議中定義的詞語和表達，除非上下文另有要求，否則在本文中使用时應具有相同含義。

1.4 In this Deed, unless otherwise stated, references to Clauses are to clauses of this Deed, words importing the singular include the plural and vice versa, words importing a gender include any gender and references to persons include bodies corporate or unincorporate.

在本契據中，除非另有說明，對條款的引用是指本契據的條款，單數詞包括複數，反之亦然，表示一種性別的詞包括任何性別，對人的引用包括法人團體或非法人團體。

1.5 Headings are for convenience only and shall not affect the construction of this Deed.
標題僅供方便參考，不應影響本契據的解釋。

- 1.6 In this Deed, references to provisions of legislation are references to the provisions of the relevant legislation as in force at the date of this Deed but shall be deemed to include references to all statutory modifications, re-enactments, replacements and extensions of those provisions now or hereafter in force.

在本契據中，對立法條文的引用是指在本契據日期有效的相關立法條文的引用，但應被視為包括對這些條文的所有法定修改、重新制定、替換和擴展的引用，無論是現在或以後生效的。

2. INDEMNITY賠償

- 2.1 Subject to as hereinafter provided, the Seller hereby agrees and covenants with the Company and the Buyer that it will fully indemnify and at all times keep fully indemnified the Company and the Buyer on demand from and against any of the following matters, where such matters occurred, arose or existed prior to the Completion Date: 根據以下規定，賣方特此同意並向公司及買方承諾，其將應公司或買方要求，就以下各項（如該等事項於完成日前已發生、產生或存在）向公司及買方作出全額賠償，並在任何時間全額持續賠償公司及買方，使其免受損害：

- (a) the amount of any and all Taxation falling on the Company or any Group Company in connection with any Tax Claim resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into or occurred before Completion;
公司或任何集團公司因任何稅務索賠而承擔的任何及所有稅項，該稅務索賠是由於或參考在完成前賺取、應計、收到、訂立或發生的任何收入、利潤、收益、交易、事件、事項或事情而產生
- (b) any and all losses, damages, costs (including all reasonable legal costs), charges, expenses, interests, fines, penalties or other liabilities (other than internal costs or expenses of management) which the Company, the Buyer may reasonably and properly incur in connection with:
公司、買方可能合理和適當地招致的與以下各項有關的任何及所有損失、損害、成本（包括所有合理的法律成本）、費用、開支、利息、罰款、罰金或其他責任（內部管理成本或開支除外）：
 - (i) the settlement of any Tax Claims or any of the matters referred to in Clause 2.1(a);
任何稅務索賠或第2.1(a)條所述任何事項的解決；
 - (ii) any legal proceedings in which the Buyer or any Group Company claims under or in respect of this Deed and in respect of which final judgment is given in favour of the Buyer, or any Group Company; or
買方或任何集團公司根據或就本契據提出索賠的任何法律程序，且最終判決支持買方或任何集團公司；或
 - (iii) the enforcement of any such settlement, judgment, award or decision;
執行任何此類和解、判決、裁決或決定；
- (c) the amount of indirect transfer tax falling on the Company or any Group Company in connection with the indirect sale of the PRC and Vietnam incorporated Group Companies as a result of the Transaction.
因交易而導致間接出售中國和越南註冊成立的集團公司，公司或任何集團公司

因此承擔的間接轉讓稅金額。

- 2.2 For the purpose of Clause 2.1, in the event of any deprivation of any Relief, there shall be treated as an amount of Taxation for which liability has arisen, the amount of such Relief or (if smaller) the amount by which the liability for any Taxation of the Company would have been reduced by the Relief if there had been no such deprivation as aforesaid, applying the relevant rates of Taxation in force in the period or periods in respect of which Relief would have applied or (where the rate has at the relevant time not been fixed) the last known rate and assuming that such amount of Relief was capable of full utilisation by the Company.

就第2.1條而言，如果發生任何救濟的剝奪，應視為已產生稅項責任的金額，該金額為該救濟的金額或（如較小）如果沒有上述剝奪，公司的任何稅項責任本應因該救濟而減少的金額，適用救濟將適用的期間內有效的相關稅率或（如在相關時間尚未確定稅率）最後已知稅率，並假設公司能夠充分利用該救濟金額。

- 2.3 This Deed does not cover any Tax Claim and the Seller shall be under no liability under this Deed in respect of Taxation:

本契據不涵蓋任何稅務索賠，且賣方在本契據下就稅項不承擔任何責任：

- (a) to the extent that provision, reserve or allowance is made for such Taxation or Tax Claim in the audited Accounts of the Group;
在集團經審核賬目中已為該稅項或稅務索賠作出撥備、儲備或準備的範圍內；
- (b) for which the Company is primarily liable as a result of transactions in the ordinary course of normal day to day trading operations since the Completion Date;
公司因完成日期後在正常日常交易操作過程中的交易而主要負責的稅項；
- (c) to the extent that such Taxation or Tax Claim arises or is incurred as a result of the imposition of Taxation or Tax Claim as a consequence of any retrospective change in the law, published rules and regulation or interpretation thereof coming into force on or after the date hereof or to the extent such Taxation or Tax Claim arises or is increased by an increase in rates of Taxation on or after the date hereof with retrospective effect;
在該稅項或稅務索賠因在本契據日期當日或之後生效的法律、已發佈的規則和法規或其解釋的任何追溯性變更而產生或招致的範圍內，或在該稅項或稅務索賠因在本契據日期當日或之後的稅率增加而產生或增加的範圍內，且具有追溯效力；
- (d) to the extent that such Tax Claim arises or is incurred as a result of or arising from the sale or disposal or transfer by the Company of any shares in the Company, or loans owing by the Company, effected after Completion;
在該稅務索賠因公司在完成後進行的公司股份的銷售或處置或轉讓，或公司欠款的貸款而產生或招致的範圍內；
- (e) to the extent that such liability for Taxation would not have arisen but for any act, transaction or omission by the Buyer, the Company carried out, effected or occurred after Completion other than any act or transaction as a result of any error or irregularity existing or accrued prior to Completion or any act or transaction taken to rectify such error or irregularity;
在該稅項責任若非買方、公司在完成後進行、實施或發生的任何行為、交易或疏忽而不會產生的範圍內，但因完成前存在或累積的任何錯誤或不規範，或為糾正此類錯誤或不規範而採取的任何行為或交易除外；
- (f) to the extent that such Taxation or Tax Claim would not have arisen but for any act or transaction carried out by, or omission of, the Seller or the Company prior to

Completion at the request by the Buyer or with the written consent of the Buyer;
在該稅項或稅務索賠若非賣方或公司在完成前應買方要求或經買方書面同意而進行的任何行為或交易，或疏忽而不會產生的範圍內；

- (g) to the extent that any Tax Claim would not have arisen but for any voluntary treatment by the Buyer, the Company of any assets or liabilities of the Company on or after Completion being different from their treatment in the audited financial statements of the Company issued before Completion or the Accounts; or
在任何稅務索賠若非買方、公司在完成時或之後對公司的任何資產或負債的任何自願處理與完成前發出的公司經審核財務報表或賬目中的處理方式不同而不會產生的範圍內；或
- (h) to the extent that such Taxation or Tax Claim is the subject matter of a claim covered by and already satisfied by the Buyer under the Agreement.
在該稅項或稅務索賠是買方根據協議已涵蓋並已滿足的索賠主題事項的範圍內。

- 2.4 The limitations contained in Clause 2.2 shall not apply where a Tax Claim arises as a result of fraud, gross negligence or wilful misconduct on the part of the Seller or the Guarantor.
第2.3條中的限制不適用於因賣方或保證人的欺詐、重大過失或故意不當行為而產生的稅務索賠。

3. CLAIMS索賠

- 3.1 In the event of any Tax Claim arising, the Buyer shall, give or procure the Company to give written notice thereof to the Seller within seven (7) Business Days after it becomes aware of any Tax Claim in respect of which a claim may be made against the Seller pursuant to this Deed and shall provide all relevant details and supporting documents then available in relation to the Tax Claim to the Seller.

如果發生任何稅務索賠，買方應在其知悉可能根據本契據對賣方提出索賠的任何稅務索賠後七(7)個營業日內，向賣方發出或促使公司向賣方發出書面通知，並應提供當時可獲得的與稅務索賠有關的所有相關詳情和支持文件給賣方。

- 3.2 The Buyer shall procure the Company to provide such information and documentation, take such action and appoint such solicitors and other professional advisers to act in the name of the Company in accordance with the Seller's instructions (but not otherwise) given within seven (7) Business Days after the date of the notice given pursuant to Clause 3.1 or not later than seven (7) Days prior to the date on which the Taxation under the Tax Claim is due and payable whichever is earlier as the Seller may in its reasonable discretion request to avoid, dispute, resist, appeal against, compromise, settle, postpone or defend any Tax Claim and any determination or adjudication in respect thereof subject to the Buyer and the Company being indemnified and secured to their reasonable satisfaction by the Seller from and against any and all losses, liabilities (including additional Taxation), damages, interests, fines, penalties, costs, charges and expenses which may be thereby incurred by the Buyer or the Company.

買方應促使公司提供賣方可能在其合理裁量權範圍內要求的資料和文件，採取行動並委任律師和其他專業顧問按照賣方在根據第3.1條發出通知之日後七(7)個營業日內或不遲於稅務索賠下的稅項到期應付日期前七(7)天（以較早者為準）給出的指示（但不以其他方式）以公司名義行事，以避免、爭議、抵抗、上訴、妥協、解決、推遲或抗辯任何稅務索賠以及與之相關的任何決定或裁決，但買方和公司應被賣方合理賠償和擔保，使其免受買方或公司可能因此招致的任何和所有損失、責任（包括額外稅項）、損害、利息、罰款、罰金、成本、費用和開支。

- 3.3 In the event that any Tax Claim is or has been discharged or suffered by the Company (whether

by payment or by the loss of any Relief and whether or not any defence or dispute of the Tax Claim is ongoing), the covenant given hereunder shall take effect as a covenant by the Seller forthwith to indemnify the Company an amount, in the currency in which the Tax Claim was paid, and equal to the amount so paid under a Tax Claim.

如果任何稅務索賠已被或已經由公司履行或蒙受（無論是通過付款或任何救濟的損失，無論稅務索賠的任何抗辯或爭議是否正在進行），本契據下給予的承諾應立即生效，作為賣方立即賠償公司一筆金額的承諾，該金額以支付稅務索賠的貨幣計算，等於根據稅務索賠支付的金額。

- 3.4 The Seller shall not disclose any information or documents (or their contents) provided by the Buyer or the Company pursuant to this Clause 3.4 to any person without obtaining the prior written consent of the Buyer. This Clause 3.4 shall not prohibit disclosure or use of any information if and to the extent:

未經買方事先書面同意，賣方不得向任何人披露買方或公司根據本第3.4條提供的任何資料或文件（或其內容）。如果在以下範圍內，本第3.4條不禁止披露或使用任何資料：

- (a) the disclosure or use is required by any law, applicable securities exchange (including the rules or guidelines issued by the Stock Exchange, the Hong Kong Securities and Futures Commission or any other supervisory, regulatory or governmental body);
任何法律、適用的證券交易所（包括聯交所、香港證券及期貨事務監察委員會或任何其他監管、監督或政府機構發佈的規則或指引）要求披露或使用；
- (b) the disclosure or use is required for the purpose of any judicial proceedings or any other agreement entered into under or pursuant to the Agreement or the disclosure is required to be made to a Tax Authority;
為任何司法程序或根據協議訂立的任何其他協議的目的而需要披露或使用，或需要向稅務機關披露；
- (c) is publicly available or otherwise in the public domain prior to or at the time of disclosure;
在披露時或之前已公開可用或以其他方式在公共領域；
- (d) the disclosure is made to auditors and professional advisers of the Seller on a need-to-know basis; and
在需要知情的基礎上向賣方的審計師和專業顧問披露；及
- (e) the disclosure is made with the written approval of the Buyer.
經買方書面批准而披露。

- 3.5 No claim in respect of this Deed may be brought against the Seller unless the Seller shall have received a written notice from the Buyer giving reasonable particulars of such claim:

除非賣方在以下期限屆滿前收到買方發出的書面通知，該通知應提供有關索賠的合理詳情，否則不得根據本契據對賣方提出索賠：

- (a) within ten (10) years from the date of this Deed, in the case of any claim arising from or in connection with the indirect transfer of PRC taxable income (including under SAT Bulletin [2015] No. 7 ("Bulletin 7")); or
如該索賠因間接轉讓中國應稅所得（包括根據國家稅務總局[2015]第7號公告（“7號文”））而產生或與之有關，則為自本契據日期起十（10）年內；或
- (b) within seven (7) years from the date of this Deed, in the case of any other claim.
如屬其他索賠，則為自本契據日期起七（7）年內。

4. PAYMENTS付款

- 4.1 Any payments under this Tax Indemnity for which the Seller is liable shall be so payable not later than on the following dates: 賣方根據本稅務賠償契據應負責的任何付款應不遲於以下日期支付:
- (a) if the Taxation liability giving rise to a Tax Claim involves an actual payment of Taxation by the Company or any Group Company, five (5) Business Days before the date on which that Taxation becomes due and payable to the relevant Tax Authority(ies);
如果導致稅務索賠的稅項責任涉及公司或任何集團公司實際支付稅項，則為該稅項到期應付給相關稅務機關前五(5)個營業日;
 - (b) if the Taxation liability giving rise to a Tax Claim involves a denial or loss in whole or in part of a Relief, the date falling five (5) Business Days after the date when the Seller has been notified by either the Company and/or the Buyer; and
如果導致稅務索賠的稅項責任涉及全部或部分拒絕或損失救濟，則為公司及/或買方通知賣方後五(5)個營業日; 及
 - (c) if any costs become payable by the Company, any Group Company or the Buyer in connection with any Taxation liability or this Tax Indemnity, no more than five (5) Business Days before that the Company, the Group Company or the Buyer (as the case may be) becomes liable to pay such costs,
如果公司、任何集團公司或買方就任何稅項責任或本稅務賠償契據而應付任何成本，則不超過公司、集團公司或買方（視情況而定）有責任支付該等成本前五(5)個營業日，
- 4.2 All payments made under this Deed shall be made gross, free of any right of counterclaim or set-off and without deduction or withholding of any kind other than any deduction or withholding required by law.
根據本契據作出的所有付款應為總額，不受任何反訴權或抵銷權的限制，且不進行任何種類的扣減或預扣，法律要求的任何扣減或預扣除外。
- 4.3 If the Seller makes a deduction or withholding required by law from a payment under this Deed, the sum due from the Seller shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the recipient receives a sum equal to the sum it would have received had no deduction or withholding been made.
如果賣方按法律要求從本契據下的付款中進行扣減或預扣，賣方應付的金額應增加到必要的程度，以確保在進行任何扣減或預扣後，接收者收到的金額等於如果沒有進行扣減或預扣本應收到的金額。

5. REFUNDS退款

If, after the Seller has made any payment pursuant to this Deed, the Company, the Group Company or the Buyer shall receive a refund of all or part of the relevant Taxation, the Company, the Group Company or the Buyer shall repay to the Seller within five (5) Business Days from the day receiving such refund a sum corresponding to the balance of the refund remaining after deducting the aggregate of any costs, charges and expenses payable or sustained or incurred by the Buyer and/or the Group Company in recovering such refund and the amount of any additional Taxation which may be suffered or incurred by the Group Company and/or the Buyer in consequence of such refund.

如果在賣方根據本契據作出任何付款後，公司、集團公司或買方收到全部或部分相關

稅項的退款，公司、集團公司或買方應在收到該退款之日起五(5)個營業日內向賣方償還一筆相當於扣除買方及/或集團公司在收回該退款時應付或承擔或產生的任何成本、費用和開支的總額，以及集團公司及/或買方因該退款而可能遭受或產生的任何額外稅項金額後的退款餘額的款項。

6. NOTICES通知

The provisions of clause 17 of the Agreement (*mutatis mutandis*) shall be incorporated in and be deemed to be part of this Deed.

協議第17條的規定（經必要修改）應納入本契據並被視為本契據的一部分

7. BINDING EFFECT約束力

This Deed shall enure to the benefit of and be binding on each party and their respective successors and permitted assigns but shall not be assigned by any party without the prior written consent of all other parties to this Deed.

本契據應對各方及其各自的繼承人和許可受讓人有利並具有約束力，但未經本契據所有其他各方事先書面同意，任何一方不得轉讓本契據。

8. ENTIRETY OF DEED AND SEVERABILITY契據的完整性和可分割性

- 8.1 The terms and conditions herein contained constitute the entire agreement between the parties relating to the subject matter hereof and shall supersede all previous communications, oral or written, between the parties with respect to the subject matter hereof which are inconsistent with the provisions of this Deed.

本契據中包含的條款和條件構成各方之間關於本契據主題事項的完整協議，並應取代各方之間關於本契據主題事項的所有先前的口頭或書面溝通，這些溝通與本契據的條款不一致。

- 8.2 Any provision of this Deed prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Deed shall be valid, binding and enforceable in accordance with its terms.

如果本契據的任何條款根據任何有管轄權的法院實際適用的任何適用法律被禁止、不合法或不可執行，則在該法律要求的範圍內，該條款應從本契據中分離並在可能的範圍內失效，而不修改本契據的其餘條款。但是，如果任何此類適用法律的規定可以被放棄，則各方特此在該法律允許的最大範圍內放棄這些規定，以使本契據根據其條款有效、具約束力並可執行。

9. AMENDMENT修訂

This Deed may be varied, amended or modified only by any supplemental agreement executed as a deed by all parties.

本契據只能通過由所有各方作為契據執行的補充協議進行變更、修訂或修改。

10. COSTS AND EXPENSES成本和費用

Each party to this Deed shall bear its own legal and professional fees, costs and expenses incurred in relation to the negotiation and preparation of this Deed.

本契據的各方應承擔各自在與本契據的協商和準備有關的法律和專業費用、成本和開支。

11. COUNTERPARTS副本

This Deed may be executed in one or more counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Deed but all the counterparts shall together constitute one and the same instrument.

本契據可以一份或多份副本執行，並由各方在單獨的副本上執行，但直到每一方至少執行一份副本後才生效，每份副本應構成本契據的原件，但所有副本應共同構成一份相同的文書。

12. GOVERNING LAW AND JURISDICTION管轄法律和司法管轄權

This Deed shall be governed by and construed in accordance with the laws of Hong Kong and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

本契據應受香港法律管轄並根據香港法律解釋，各方同意接受香港法院的非專屬司法管轄權。

[Remainder of the page intentionally left blank; execution page follows]

[本頁其餘部分有意留空；簽署頁如下]

IN WITNESS whereof this Tax Deed has been executed as a deed under seal and delivered on the day and year first above written.
茲證明本稅務契據已於上述日期首次書寫的日期作為契據蓋章並交付。

THE SELLER
賣方

SEALED with the COMMON SEAL of)
JIN'S INVESTMENT LIMITED 金氏)
投資有限公司 and)
SIGNED by)
JIN ZHENGHUA (金政華))
)
蓋上金氏投資有限公司 JIN'S)
INVESTMENT LIMITED的)
公章並由JIN ZHENGHUA (金政華))
簽署)
)
)
In the presence of:)
見證人)
[Name of witness])
[見證人姓名])

THE COMPANY

SEALED with the COMMON SEAL of)
DEJINCHANG INVESTMENT)
LIMITED 德晉昌投資有限公司 and)
SIGNED by)
)
蓋上德晉昌投資有限公司)
DEJINCHANG INVESTMENT)
LIMITED的)
公章並由以下人士簽署)
)
)
In the presence of:)
見證人)
[Name of witness])
[見證人姓名]

THE BUYER

買方

SEALED with the **COMMON SEAL** of)
Time Interconnect Technology Limited)
(匯聚科技有限公司) and)
SIGNED by)
Cua Tin Yin Simon (柯天然))

蓋上匯聚科技有限公司(Time)
Interconnect Technology Limited)的)
公章並由Cua Tin Yin Simon (柯天然))
簽署)

In the presence of:)
見證人)
[Name of witness])
[見證人姓名])

Form of Lock-up Undertaking
鎖定承諾書格式

THIS DEED OF LOCK-UP UNDERTAKING is made on [●].

本鎖定承諾契據訂立於[●]。

BY:

立約方：

JIN'S INVESTMENT LIMITED 金氏投資有限公司, a company incorporated in the British Virgin Islands with limited liability, whose registered office is at Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands (the **"Seller"**);

金氏投資有限公司 JIN'S INVESTMENT LIMITED，一家在英屬維爾京群島註冊成立的有限責任公司，其註冊辦事處位於Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands（“賣方”）；

IN FAVOUR OF:

受益方：

Time Interconnect Technology Limited (匯聚科技有限公司), an exempted company incorporated under the laws of the Cayman Islands with limited liability, whose registered office is at Windward 3, Regatta Office Park PO Box 1350, Grand Cayman KY1-1108, Cayman Islands (the **"Buyer"**); and 匯聚科技有限公司(Time Interconnect Technology Limited)，一家根據開曼群島法律註冊成立的獲豁免有限責任公司，其註冊辦事處位於Windward 3, Regatta Office Park PO Box 1350, Grand Cayman KY1-1108, Cayman Islands（“買方”）；

WHEREAS鑒於

(A) The Seller is a party to the share purchase agreement dated 28 August 2025 between, among others, the Buyer and the Seller (the **"Agreement"**).

賣方為買方與包括賣方在內各方於 2025 年 8 月 28 日簽訂之協議（“協議”）的當事方。

(B) Pursuant to the Agreement, the Seller has agreed to provide this Lock-up Undertaking in favour of the Buyer.

根據協議，賣方同意向買方提供本鎖定承諾書。

BY WHICH IT IS AGREED as follows:

茲雙方協議如下

1. Interpretation解釋

1.1 Unless otherwise defined, all capitalised terms in this Deed shall have the same meaning of the same terms as defined in the Agreement.

除非另有定義，本契據中所有大寫詞語應與協議中所定義的詞語具有相同含義。

1.2 In construing this Deed:

解釋本契據時:

- (a) the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
不適用同類解釋原則（*ejusdem generis* rule），因此，以“其他”一詞引入的一般用語，不因其前有指示特定行為、事項或事物類別之詞語而被賦予限制性涵義；及
- (b) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
一般用語不因其後列舉的特定例子而被賦予限制性涵義，該等例子僅為該一般用語所涵蓋的例證。

2. **LOCK-UP UNDERTAKING**

鎖定承諾

- 2.1 The Seller hereby irrevocably agrees, undertakes to and covenants with the Buyer (for itself and on behalf of its subsidiaries) that the Seller shall not during the 48-month period immediately following the period commencing on the Completion Date (“**Lock-up Period**”), offer, pledge, charge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend, make any short sale or otherwise transfer or dispose of (nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of), either directly or indirectly, conditionally or unconditionally, any of the Consideration Shares or any interest therein (including, but not limited to any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, any such capital or securities or any interest therein), subject to the following release in phases:
賣方茲此不可撤回地同意、承諾並向買方（為其自身及其附屬公司之利益）契諾，賣方不得於自完成日期起計之四十八（48）個月期間（“鎖定期”）內，直接或間接、無論有條件或無條件，發售、質押、設立押記、出售、訂立出售合約、出售任何期權或購買合約、購買任何出售期權或合約、授出或同意授出任何購買或認購之期權、權利或認股權證、借出、進行淡倉交易，或以其他方式轉讓或處置（亦不得訂立任何轉讓或以其他方式設立任何期權、權利、權益或產權負擔之協議），任何代價股份或其任何權益（包括但不限於可轉換為、可行使或可交換為，或代表接收該等股本或證券或其任何權益之權利的任何證券）。惟以下分階段釋出安排除外：

- (a) Upon the expiration of the first 24 months of the Lock-up Period, 40% of the Consideration Shares shall be released from the restrictions under this Clause 2.1 and may be freely transferred or disposed of by the Seller;
鎖定期首24個月屆滿後，40%的代價股份將不再受本第2.1條限制，賣方可自由轉讓或處置該等股份；
- (b) Upon the expiration of the first 36 months of the Lock-up Period, an additional 30% of the Consideration Shares (cumulatively 70%) shall be released from the restrictions under this Clause 2.1 and may be freely transferred or disposed of by the Seller; and
鎖定期首36個月屆滿後，額外30%的代價股份（累計70%）將不再受本第2.1條限制，賣方可自由轉讓或處置該等股份；及
- (c) Upon the expiration of the full 48-month Lock-up Period, the remaining 30% of the

Consideration Shares (cumulatively 100%) shall be released from all restrictions under this Clause 2.1 and may be freely transferred or disposed of by the Seller.

完整48個月鎖定期屆滿後，剩餘30%的代價股份（累計100%）將完全解除本第2.1條之限制，賣方可自由轉讓或處置該等股份。

- 2.2 Any purported sale, transfer, assignment, creation of Encumbrance, disposal or dealing in breach of this Deed shall be void and of no effect.

任何違反本契據規定而擬進行的出售、轉讓、轉配、設立產權負擔、處置或處理，均屬無效，並不產生任何效力。

3. NOTICES通知

The provisions of clause 17 of the Agreement (mutatis mutandis) shall be incorporated in and be deemed to be part of this Deed.

協議第17條的規定（經必要修改）應納入本契據並被視為本契據的一部分

4. BINDING EFFECT約束力

This Deed shall enure to the benefit of and be binding on each party and their respective successors and permitted assigns but shall not be assigned by any party without the prior written consent of all other parties to this Deed.

本契據應對各方及其各自的繼承人和許可受讓人有利並具有約束力，但未經本契據所有其他各方事先書面同意，任何一方不得轉讓本契據。

5. ENTIRETY OF DEED AND SEVERABILITY契據的完整性和可分割性

- 5.1 The terms and conditions herein contained constitute the entire agreement between the parties relating to the subject matter hereof and shall supersede all previous communications, oral or written, between the parties with respect to the subject matter hereof which are inconsistent with the provisions of this Deed.

本契據中包含的條款和條件構成各方之間關於本契據主題事項的完整協議，並應取代各方之間關於本契據主題事項的所有先前的口頭或書面溝通，這些溝通與本契據的條款不一致。

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IN WITNESS whereof this Deed has been executed and delivered as a deed on the date first above written.

茲證明本契據已於文首所述日期作為契據簽署及交付。

THE SELLER

賣方

SEALED with the COMMON SEAL of)

JIN'S INVESTMENT LIMITED 金氏)

投資有限公司 and)

SIGNED by)

)

蓋上金氏投資有限公司)

JIN'S INVESTMENT LIMITED)

的公章並由以下人士簽署)

)

)

)

In the presence of:)

見證人)

)