

and its Affiliates, each of this Agreement and such other Transaction Documents to which it is a party when executed and delivered constitutes a valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar restrictions affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement and each other Transaction Document to which it is a party by Purchaser do not, and the consummation of the transactions contemplated hereby and thereby by Purchaser will not, (i) conflict with or result in a violation or breach of any of the provisions of the business license, articles of association, resolutions or other equivalent governance documents, as amended from time to time, of Purchaser or (ii) contravene any Law or any Order applicable to Purchaser or by which any of its properties or assets are bound, or (iii) conflict with or result in a violation or breach of any Contract to which such Purchaser is a party or under which any of its assets and properties is bound.

Section 4.3 Consents and Approvals. Other than the SAMR Registration, no consent of, filing with or notice to any Governmental Authority, which has not been received or made, is necessary or required with respect to Purchaser in connection with the execution and delivery of this Agreement and each other Transaction Document to which it is a party by Purchaser or the consummation by Purchaser of the transactions contemplated hereby and thereby.

Section 4.4 Litigation. There is no Action pending, or, to the knowledge of Purchaser, threatened in writing against or affecting Purchaser which would challenge or seek to prevent, enjoin or otherwise materially delay the transactions contemplated by this Agreement and other Transaction Documents.

Section 4.5 Exclusivity of Representations and Warranties. Notwithstanding anything herein to the contrary, the representations and warranties made by Purchaser in this Article IV are the exclusive representations and warranties made by Purchaser with respect to the transactions contemplated under this Agreement. Purchaser hereby disclaims any representations or warranties, express or implied, written or oral, other than those made in this Article IV.

ARTICLE V.

COVENANTS

Section 5.1 Further Assurances. Each of Purchaser and Seller shall cooperate and use its best efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, and assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate, in the most expeditious manner practicable, the transactions contemplated hereby, including the satisfaction of the respective conditions set forth in Article VI.

Section 5.2 SAMR Registration.

(a) After the Closing, Purchaser shall be responsible for and shall procure the Company to use its reasonable efforts to complete as soon as practicable the registration and filing with respect to the following matters: (i) the change in the shareholders register of the Company reflecting Purchaser as the holder of the Sale Equity Interests; and (ii) the resignation of the Resigning Director as director of the Company, the occurrence of which are to be evidenced by official records on the public disclosure system of the local SAMR or the notice of change of registration/notice permitting change of registration (“变更(备案)通知书/准予变更(备案)通知书”) issued by the local SAMR or the equivalent thereof (such registration and filing collectively, the “**SAMR Registration**”).

(b) If Purchaser receives any request for additional information or documentary material from SAMR in relation to the SAMR Registration after Closing, Purchaser shall notify Seller in writing, and Seller shall provide all necessary or reasonable assistance.

Section 5.3 Confidentiality; Public Announcements.

(a) Each Party shall keep confidential, and make no disclosure of: (i) the contents of the Transaction Documents; or (ii) all information obtained from the other Party, its Affiliates or its or their respective Representatives in the course of negotiations in respect of the transactions contemplated by the Transaction Documents.

(b) Section 5.3(a) shall not apply if:

(i) disclosure is required by applicable Law or by any Governmental Authority having applicable jurisdiction, or is necessary to comply with the listing rules of any stock exchange, provided that the disclosure shall, so far as is practicable, be made after consultation with the other Party and after taking into account the other Party's reasonable requirements as to its timing, content and manner of making or despatch;

(ii) disclosure is necessary to obtain the benefits of, and fulfil obligations under, this Agreement;

(iii) that information already is, or becomes, public knowledge other than as a result of a breach of this Section 5.3 by any Party, its Affiliates or its or their respective Representatives; or

(iv) disclosure is made to a Representative of that Party on a need-to-know basis, provided that such Representative is bound by confidentiality obligations no less stringent than those contained in this Agreement.

(c) The Parties shall agree upon the timing and content of any press release or public disclosure relating to the transactions contemplated in this Agreement (including the terms, contents and existence of any evaluations, discussions and negotiations with respect thereto or the identities of the Parties), prior to any issuance or release thereof by any Party, its Affiliates or its or their respective Representatives.

Section 5.4 Seller Release. Subject to Closing having occurred and from the date on which the Seller has received the Purchase Price in full (the "**Release Start Date**"):

(a) Seller shall on behalf of itself and its Affiliates, or any Person claiming by, through or for the benefit of any of them, and each of their respective successors and assigns (collectively, the "**Seller Releasing Persons**"), irrevocably, unconditionally and completely release, acquit and forever discharge Purchaser, its past, present or future Affiliates (including the Company), its and their respective Representatives, and their respective heirs, executors, administrators, successors and assigns (collectively, the "**Purchaser Released Persons**"), to the fullest extent permitted under applicable Laws, in each case from any and all demands, Actions, causes of action, suits, debts, accounts, bonds, bills, covenants, Contracts, controversies, obligations, claims, counterclaims, demands, damages, costs, expenses, compensation, losses, liabilities and commitments of every kind and any nature whatsoever, whether absolute or contingent, liquidated or unliquidated, known or unknown, asserted or unasserted, accrued or unaccrued, matured or unmatured, direct or derivative on behalf of any person, and whether arising under any agreement or understanding or otherwise (but excluding (i) any such claim pursuant to the Transaction Documents and (ii) any such claim between the Seller Releasing Persons and the Purchaser Released Persons that arises out of matters that are not related to their respective rights or obligations under the Joint Venture Agreement or the Articles of Association or otherwise in connection with their respective direct or indirect

investment or holding of the equity interests in the Company) (the "**Seller Released Claims**"), which such Seller Releasing Persons, or any of them, had, has, or may have had arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising or existing, or occurring, in whole or in part, at any time in the past until and including the Release Start Date against any of the Purchaser Released Persons (the "**Seller Release**"). The Seller Release shall be effective as a full, final and irrevocable accord and satisfaction and release of all of the Seller Released Claims.

(b) Seller shall not make, and shall not permit any of its Affiliates to make, and irrevocably and unconditionally covenants never to, and to cause its Affiliates not to, directly or indirectly, assert or voluntarily assist any Person in asserting any claim or demand, or commence, institute or cause to be commenced, any Action asserting any claim or demand against any Purchaser Released Person with respect to any Seller Released Claim or to seek to recover any amounts in connection therewith or thereunder from and after the Release Start Date. Any Purchaser Released Person may plead the Seller Release as an absolute and complete bar to any Seller Released Claims brought in derogation of this covenant not to sue.

(c) Seller agrees that if it violates any provision of this Section 5.4, it shall pay the costs and expenses of defending against any related or resulting Actions incurred by the Purchaser Released Persons, including attorney's fees.

Section 5.5 Purchaser Release. From the Release Start Date:

(a) Purchaser shall on behalf of itself and its Affiliates, or any Person claiming by, through or for the benefit of any of them, and each of their respective successors and assigns (collectively, the "**Purchaser Releasing Persons**"), irrevocably, unconditionally and completely release, acquit and forever discharge Seller, its past, present or future Affiliates, its and their respective Representatives, and their respective heirs, executors, administrators, successors and assigns (collectively, the "**Seller Released Persons**"), to the fullest extent permitted under applicable Laws, in each case from any and all demands, Actions, causes of action, suits, debts, accounts, bonds, bills, covenants, Contracts, controversies, obligations, claims, counterclaims, demands, damages, costs, expenses, compensation, losses, liabilities and commitments of every kind and any nature whatsoever, whether absolute or contingent, liquidated or unliquidated, known or unknown, asserted or unasserted, accrued or unaccrued, matured or unmatured, direct or derivative on behalf of any person, and whether arising under any agreement or understanding or otherwise (but excluding (i) any such claim pursuant to the Transaction Documents and (ii) any such claim between the Purchaser Releasing Persons and the Seller Released Persons that arises out of matters that are not related to their respective rights or obligations under the Joint Venture Agreement or the Articles of Association or otherwise in connection with their respective direct or indirect investment or holding of the equity interests in the Company) (the "**Purchaser Released Claims**"), which such Purchaser Releasing Persons, or any of them, had, has, or may have had arising from, connected or related to, or caused by any event, occurrence, cause or thing, of any type whatsoever, or otherwise, arising or existing, or occurring, in whole or in part, at any time in the past until and including the Release Start Date against any of the Seller Released Persons (the "**Purchaser Release**"). The Purchaser Release shall be effective as a full, final and irrevocable accord and satisfaction and release of all of the Purchaser Released Claims.

(b) Purchaser shall not make, and shall not permit any of its Affiliates to make, and irrevocably and unconditionally covenants never to, and to cause its Affiliates not to, directly or indirectly, assert or voluntarily assist any Person in asserting any claim or demand, or commence, institute or cause to be commenced, any Action asserting any claim or demand against any Seller Released Person with respect to any Purchaser Released Claim or to seek to recover any amounts in connection therewith or thereunder from and after the Release Start Date. Any Seller Released Person may plead the Purchaser Release as an absolute and complete bar to any Seller Released Claims brought in derogation of this covenant not to sue.

(c) Purchaser agrees that if it violates any provision of this Section 5.5, it shall pay the costs and expenses of defending against any related or resulting Actions incurred by the Seller Released Persons, including attorney's fees.

ARTICLE VI.

CONDITIONS PRECEDENT

Section 6.1 Conditions to the Obligations of Each Party. The respective obligations of Seller and Purchaser to consummate the transactions contemplated hereby are subject to the satisfaction, or waiver by Seller and Purchaser, on or prior to the Closing Date of the following conditions:

(a) Injunctions; Illegality. No Governmental Authority shall have issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

Section 6.2 Conditions to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated hereby are subject to the satisfaction or waiver by Purchaser on or prior to the Closing Date of the following additional conditions:

(a) Performance. All of the agreements and covenants of Seller to be performed prior to the Closing pursuant to this Agreement shall have been duly performed in all material respects.

(b) Representations and Warranties. Each of the representations and warranties set forth in Article III shall be true and correct in all respects as of the Closing Date (other than such representations and warranties that are expressly made as of a specific date or time, which will be true and correct as of such specified date or time).

Section 6.3 Conditions to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated hereby are subject to the satisfaction or waiver by Seller on or prior to the Closing Date of the following additional conditions:

(a) Performance. All of the agreements and covenants of Purchaser to be performed prior to the Closing pursuant to this Agreement shall have been duly performed in all material respects.

(b) Representations and Warranties. Each of the representations and warranties of Purchaser set forth in Article IV shall be true and correct in all respects and as of the Closing Date (other than such representations and warranties that are expressly made as of a specific date or time, which will be true and correct as of such specified date or time).

Section 6.4 Frustration of Closing Conditions. No Party may rely, whether as a basis for not consummating the transactions contemplated by this Agreement or terminating this Agreement or otherwise, on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such Party's breach of this Agreement. In the event any Party becomes aware of any fact, matter or circumstance which constitutes or which is reasonably expected to prevent any conditions in Section 6.1, Section 6.2 or Section 6.3 from being satisfied at or prior to Closing, such Party shall promptly notify the other Party of the same in sufficient detail to enable the other Party to make an accurate assessment of the situation and if requested by the other Party. To the extent a condition set forth in this Article VI is waived in whole or in part in accordance with this Agreement, the relevant Party or Parties responsible for satisfaction of such condition shall continue to endeavour to procure satisfaction of such condition after Closing unless otherwise agreed in writing between the Parties.

ARTICLE VII.

INDEMNIFICATION

Section 7.1 Survival.

(a) The representations and warranties set forth in Article III shall survive the Closing for a period of twenty four (24) months following the Closing Date.

(b) The representations and warranties set forth in Article IV shall survive the Closing for a period of twenty-four (24) months following the Closing Date.

(c) The agreements and covenants set forth in Article V that are to be performed on or prior to the Closing shall survive until the Closing and expire thereafter. The agreements and covenants set forth in Article V that are to be performed after the Closing shall survive the Closing until fully performed in accordance with their respective terms.

(d) Following the expiration of the survival periods provided in Sections 7.1(a) and (c) above, any claim for indemnification against Seller under Section 7.2 with respect to any inaccuracy in or breach of any representation or warranty made by Seller or any breach of or failure to perform any covenant or agreement of Seller under Article V shall be barred, and no such claim shall be valid unless written notice of such claim has been duly delivered to Seller within the applicable survival period in accordance with Section 7.1.

(e) Following the expiration of the survival period provided in Section 7.1(b) and (c) above, any claim for indemnification against Purchaser under Section 7.3 with respect to any inaccuracy in or breach of any representation or warranty of Purchaser under this Agreement or any breach of or failure to perform any agreement or covenant under Article V shall be barred, and no such claim shall be valid unless written notice of such claim has been duly delivered to Purchaser within the applicable survival period in accordance with Section 7.1.

(f) Any indemnification claim under Section 7.2 or Section 7.3 (if not previously satisfied, settled or withdrawn) shall be deemed to have been withdrawn (and no new indemnification claim may be made in respect of the same fact, event, matter or circumstance giving rise to such withdrawn claim) unless a legal proceeding in respect of such indemnification claim is commenced within eight (8) months of the date on which the written notice of claim is delivered to the relevant Party and such legal proceeding is continuously pursued with reasonable diligence. Notwithstanding anything to the contrary herein, no survival period shall apply to any representations and warranties, agreements and covenants of a Party in the event of fraud or willful misconduct of such Party.

Section 7.2 Indemnification by Seller. Subject to the limitations contained in this Agreement, from and after the Closing, Seller shall indemnify and hold harmless Purchaser and its Affiliates (for the avoidance of doubt, including the Company after Closing to the extent it remains as an Affiliate of Purchaser, the "**Purchaser Indemnified Parties**") from and against any and all incurred Loss arising out of or resulting from (a) any inaccuracy in or breach of any representation or warranty made by Seller under Article III hereof and/or (b) any failure by Seller to perform any of its covenants or agreements under this Agreement.

Section 7.3 Indemnification by Purchaser. Subject to the limitations contained in this Agreement, from and after the Closing, Purchaser shall indemnify and hold harmless Seller and its Affiliates (the "**Seller Indemnified Parties**") from and against any and all incurred Loss arising out of or resulting from (a) any inaccuracy in or breach of any representation or warranty made by Purchaser under Article IV and/or (b) any failure by Purchaser to perform any of its covenants or agreements under this Agreement.

Section 7.4 Limitations on Remedies and Liabilities. Notwithstanding anything to the contrary contained in this Agreement:

(a) Sole Contractual Remedy. The remedies specified in Section 8.2 (Effect of Termination), Section 9.9 (Specific Performance) and/or the indemnification under this Article VII shall be the sole and exclusive contractual remedy of each Party and its Affiliates for any breach of representation and warranty made or any covenant or agreement to be performed by the other Party under this Agreement, except in the event of fraud, willful misconduct or willful default of this Agreement by such other Party. Notwithstanding the foregoing, such contractual remedies of the parties are independent of, and in addition to, such rights and remedies as the parties may have at applicable Laws or otherwise for any misrepresentation, breach of warranty or failure to fulfill any covenant, agreement or obligation hereunder on the part of any party hereto, including the right to seek specific performance or restitution, none of which rights or remedies shall be affected or diminished hereby.

(b) Cap of Seller. Seller shall not be required to indemnify or hold harmless the Purchaser Indemnified Parties for any claim for indemnification with respect to (i) any inaccuracy in or breach of any representation or warranty made by Seller under Article III hereto or (ii) any failure by Seller to perform any of its covenants or agreements under this Agreement, for any Loss (or series of Losses related to the same underlying facts, events or circumstances) to the extent the aggregate liability of Seller to the Purchaser Indemnified Parties under Section 7.2 exceeds an amount equal to 100% of the Purchase Price, *provided* that the limitation set forth in this Section 7.4(b) shall not apply to any Loss resulting from any representations and warranties, agreements and covenants of Seller in the event of fraud, willful misconduct or willful default of this Agreement by Seller.

(c) Cap of Purchaser. Purchaser shall not be required to indemnify or hold harmless Seller for any claim for indemnification with respect to (i) any inaccuracy in or breach of any representation or warranty made by the Purchaser under Article IV hereof or (ii) any failure by Purchaser to perform any of its covenants or agreements under this Agreement for any Loss (or series of Losses related to the same underlying facts, events or circumstances) to the extent the aggregate liability of Purchaser to the Seller Indemnified Parties under Section 7.3 exceeds an amount equal to 100% of the Purchase Price, *provided* that the limitation set forth in this Section 7.4(c) shall not apply to any Loss resulting from any representations and warranties, agreements and covenants of Purchaser in the event of fraud, willful misconduct or willful default of this Agreement by Purchaser.

(d) General Exclusions. In no event shall Seller be liable for any fact, event, matter, circumstance, act or omission (or any combination thereof), including the aggravation thereof, and any Losses arising therefrom to the extent that the same arises or results from or is attributable to (i) any enactment or change in Law after the Closing, (ii) any adoption or change in accounting or Tax standard, principle, policy, base, method or practice of Company after the Closing, or (iii) any act or omission of or on behalf of the Seller Indemnified Party (including Company) prior to Closing which is effected or not effected, as applicable, at the written request or direction of, or with the written consent of, any Purchaser Indemnified Party or its Representatives or as expressly permitted hereunder.

(e) Mitigation of Loss. Each Party shall use all reasonable efforts to mitigate Losses of the other Party upon and after becoming aware of any event which would reasonably be expected to give rise to a claim against the other Party hereunder.

(f) No Double Recovery. No Indemnified Party shall be entitled to recover under this Agreement more than once in respect of the same Loss.

Section 7.5 Notice of Claim; Third Party Claims.

(a) An Indemnified Party shall promptly give the Indemnifying Party written notice of any claim in respect of which indemnity may be sought under this Article VII, which notice shall (i) describe such claim in reasonable detail (including the facts and circumstances underlying each particular claim and the specific section of this Agreement pursuant to which indemnification is being sought for each such set of facts and, if applicable, a reasonable description of any pending or threatened claim by a third party, including for the avoidance of doubt any investigation, inquiry or enforcement proceedings by any Governmental Authority, which gives rise to a right of indemnification under this Agreement (a "**Third Party Claim**")), (ii) attach copies of all material written evidence upon which such claim is based and (iii) set forth the amount, if reasonably practicable, of the Losses sustained by such Indemnified Party, including the method of computation thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits or otherwise materially and adversely affects rights or defenses by reason of such failure.

(b) If an Indemnifying Party receives notice of a claim for indemnity from an Indemnified Party pursuant to Section 7.5(a) in respect of a Third Party Claim, the Indemnifying Party shall have the opportunity to discuss with an Indemnified Party in good faith to allow the Indemnifying Party to participate in the defense of such Third Party Claim at its expense and through counsel of its choice upon providing notice of its intention to do so to the Indemnified Party within fifteen (15) Business Days of the receipt of such claim notice from the Indemnified Party. The Indemnified Party and Indemnifying Party shall, and shall cause that their respective Affiliates shall, take any action reasonably necessary and to cooperate in good faith to defend such Third Party Claim.

ARTICLE VIII.

TERMINATION AND ABANDONMENT

Section 8.1 Termination. This Agreement may be terminated:

- (a) by agreement in writing by Seller and Purchaser;
- (b) by Seller or Purchaser, by written notice to the other Party, if any Governmental Authority shall have issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided that the right to terminate this Agreement pursuant to this Section 8.1(b) shall not be available to the Party seeking to terminate if (i) such Party is then in breach of any representation, warranty, covenant or other agreement in this Agreement that would result in a failure of a condition set forth in Article VI to be satisfied or (ii) the issuance of such Order was primarily caused by any action or inaction of such Party or its Affiliates unless such action or inaction is required by the Transaction Documents;
- (c) by Seller or Purchaser, by written notice to the other Party, if the other Party has materially breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements under this Agreement which breach, individually or in the aggregate, would result in, if occurring or continuing on the Closing Date, the failure of any condition to the terminating Party's obligations set forth in Article VI to be satisfied and such breach or failure is incapable of being cured, or has not been cured within ten (10) Business Days from the date that such Party is notified in writing of such breach or failure to perform;
- (d) by Seller or Purchaser, by written notice to the other Party, if the other Party does not effect the Closing notwithstanding the conditions set forth in Article VI have been satisfied or waived (other than those conditions that by their nature are to be satisfied, or would be satisfied, at the Closing, but subject to the satisfaction or waiver of such conditions); or

(e) by Seller, by written notice to Purchaser, if Purchaser has made the payment of the Purchase Price on the Closing Date pursuant to Section 2.3(c) but Seller has not received in full the Purchase Price within twenty (20) Business Days from the Closing Date due to reasons not attributable to either Party; provided that the Parties shall discuss in good faith to reach a mutually acceptable solution if the Seller has not received in full the Purchase Price within three (3) Business Days from the Closing Date.

For the avoidance of doubt, in no event, and notwithstanding anything to the contrary in this Agreement, shall this Agreement be terminated after the Closing and the receipt of the Purchase Price by the Seller in full.

Section 8.2 Effect of Termination. In the event of termination of this Agreement by Seller or Purchaser pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party specifying the provision hereof pursuant to which such termination is made, and this Agreement shall be terminated and without liability hereunder on the part of any Party to the other Party, except that Article I (*Definitions*), Section 5.3 (*Confidentiality; Public Announcements*), Article VII (*Indemnification*), this Section 8.2 (*Effect of Termination*) and Article IX (*Miscellaneous*) shall survive any termination of this Agreement and continue in full force and effect; *provided* that nothing in this Section 8.2 shall relieve or release any Party of any liability arising out of such Party's breach of this Agreement prior to termination; *provided further*, that, if this Agreement is terminated after the Closing and before the receipt of the Purchase Price by the Seller in full, (i) Purchaser shall unconditionally transfer the Sale Equity Interests to Seller at nil consideration within three (3) Business Days after its receipt of all documents required from Seller to complete the relevant SAMR registration or filing procedures in respect of such transfer of the Sale Equity Interests, and (ii) Seller shall unconditionally refund any and all portions of the Purchase Price received by it to Purchaser within three (3) Business Days after such termination (with any other portion of the Purchase Price received after such termination to be refunded to Purchaser within three (3) Business Days after its receipt).

ARTICLE IX.

MISCELLANEOUS

Section 9.1 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 9.2 Notices. All notices and other communications required or permitted by this Agreement shall be in writing and made in both Chinese and English, and addressed to the relevant recipient in the manner provided below, and shall be deemed to have been duly and sufficiently given only if delivered by hand or courier service, mailed by certified or registered mail or sent by email transmission. Notices shall be deemed to have been duly given (a) if delivered by hand, courier service, or certified or registered mail, when actually delivered to the relevant address, and (b) if sent by email, upon delivery, provided that if such day is not a Business Day, such notice or other communication shall be deemed delivered on the next following Business Day.

(a) if to Seller:

SHENZHEN CHUANGWEI-RGB ELECTRONICS CO., LTD.
21F, East District, Skyworth Semiconductor Design Building, 18 High-tech
South 4th Road, Nanshan District, Shenzhen City, Guangdong Province,
China
Attention: Wang Junsheng
Email: wangjunsheng@skyworth.com

(b) if to Purchaser:

LG Display (Guangzhou) Co., Ltd.

No. 59 Kaitai Road, Science City, Hi-Tech Industrial Development Zone,
Luogang Street, Huangpu District, Guangzhou, China

Attention: Mr. Sunyong Choi

Email: choisunyong@lgdisplay.com

or to such other Person or address as any Party shall specify by notice in writing.

Section 9.3 Entire Agreement. This Agreement and other Transaction Documents constitute the entire agreement between the Parties hereto and supersedes any other undertakings and agreements, oral and written, with respect to the subject matter hereof including the transactions contemplated hereby. Upon reasonable request by either Party, the Parties may enter into a short form share purchase agreement in Agreed Form for regulatory submission purposes only, provided that in the event of there is any conflict between the terms of this Agreement and the terms of the short form share purchase agreement, this Agreement shall prevail.

Section 9.4 Binding Effect; Benefit; Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto upon execution by the authorized representative(s) of the Parties. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Party. Any attempted assignment in violation of this Section 9.4 shall be void.

Section 9.5 Amendment and Modification. This Agreement may not be amended or modified except by a written instrument executed by all Parties to this Agreement.

Section 9.6 Counterparts. This Agreement shall be executed in four (4) counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

Section 9.7 Governing Law; Forum.

(a) This Agreement shall be governed by and construed in accordance with the Laws of China, without regard to the conflicts of laws rules thereof to the extent such rules would require or permit the application of the laws of another jurisdiction.

(b) Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Agreement, including any dispute regarding its validity, invalidity, existence, interpretation, performance, breach or termination of this Agreement or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement (a "**Dispute**") shall be submitted to China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration (the "**CIETAC Arbitration Rules**"). The law of this arbitration clause shall be the Laws of China. The seat of arbitration shall be Beijing. The number of arbitrators shall be three (3). Purchaser shall nominate an arbitrator and Seller shall nominate an arbitrator. The third arbitrator (who shall act as presiding arbitrator) shall be nominated jointly by the arbitrators nominated by each Party in accordance with the CIETAC Arbitration Rules. The arbitration proceedings shall be conducted in both Chinese and English. The arbitral award is final and binding upon both parties.

Section 9.8 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be

affected, impaired or invalidated, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable term, provision, covenant or restriction or any portion thereof had never been contained herein. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

Section 9.9 Specific Performance. Each Party acknowledges and agrees that the other Party would suffer irreparable damage in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that an award of monetary damages would be inadequate in such event. Accordingly, it is acknowledged that each of Seller and Purchaser shall be entitled to seek legal relief including an injunction or injunctions or Orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including any Order sought by Seller to cause Purchaser to perform its agreements and covenants contained in this Agreement).

Section 9.10 No Third Party Beneficiaries. Except as otherwise expressly provided under this Agreement, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or will confer on any other Person any legal right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.11 Language. This Agreement shall be executed in both Chinese and English languages, and both language versions shall have equal force.

Section 9.12 Prevailing Version. In the event of any discrepancies between the provisions of this Agreement and any other document, certificate, and agreement executed or delivered by the Parties in connection with the transactions contemplated hereby (if applicable) any simplified version of this Agreement required by or submitted to Governmental Authorities, this Agreement shall prevail and such other document, certificate, and agreement shall be construed in accordance with this Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective officers thereunto duly authorized, all as of the date first above written.

SELLER

SHENZHEN CHUANGWEI-RGB ELECTRONICS CO., LTD.

By: _____

Name: Wang Zhiguo

Title: Chairman



PURCHASER

LG DISPLAY (GUANGZHOU) CO., LTD.

By: Park Seok Park
Name: Yoo Seok Park
Title: Chairman of the Board

