

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is entered into on the 1st day of September, 2025

Between

1. 廣州合粵新能源科技有限公司 (Guangzhou Heyue New Energy Technology Co., Ltd.), a company incorporated in PRC with its principal place of business located at Room1904, 19/F, Building D, Greenland Central Plaza, No. 80, Science Avenue, Huangpu District, Guangzhou, China (Unified Social Credit Identifier 91440106664047573J) (“**Party A**”) on one part and
2. Silver World International Limited, a company incorporated in Hong Kong with its principal place of business located at Flat 18, 9/F., Block B, Focal Ind. Centre, 21 Man Lok Street, Hunghom, Kowloon, Hong Kong (BR No. 62890980) on the other part. (“**Party B**”).

with either Party A or Party B recited above to be hereinafter referred to as a “Party” and both Party A and the Party B as “Parties”.

Whereas

1. The registered and paid-in capital of Party A is RMB30 million, with 49% owed to Mr. 陆世友 (paid-in capital of RMB14.7 million), 36% owed to by Mr. 汪新忠 (paid-in capital of RMB10.8 million), 15% owed to Mr. 汪新发 (paid-in capital of RMB4.5 million)..
2. Party A is mainly engaged in providing high-quality integrated new energy solutions, specializing in the investment, construction and operation of new energy sectors (photovoltaics, inverters, energy storage, charging stations microgrids and hydrogen energy).
3. Party B is contemplating a possible investment in Party A (the “**Investment**”).

NOW THEREFORE both Parties have reached a preliminary understanding in relation to the intended Investment and this MOU is to summarize their preliminary understanding as follows:-

1. The Investment

- 1.1 Subject to Clause 2 of this MOU, the Parties have agreed to use their best endeavours to enter into further negotiation in good faith toward each other in respect of the possible Investment.
- 1.2 The Investment is subject to the specific terms and conditions (including but not limited to the consideration, conditions precedent, completion matters and representations, warranties and undertakings to be given by the Parties) being agreed upon in a legally binding agreement (the "**Formal Agreement**") as soon as reasonably practicable.
- 1.3 The investment amount is not more than HK\$5,500,000, subject to the execution of the Formal Agreement. The finalised investment amount, the manner of the Investment and the number of shares to be acquired under the Investment will be subject to further due diligence and negotiations between Party A and Party B before entering into any Formal Agreement.

2. Due diligence review

- 2.1 Upon entering of this MOU, Party A has agreed with Party B to instruct its professional adviser(s) and/or agent(s) to carry out a legal and financial due diligence review prior to the entering into of the Formal Agreement.
- 2.2 Party A shall use its best endeavours to assist Part B and its professional adviser(s) and/or agent(s) in completing the due diligence review.

3. Conditions

Parties hereby agree that the finalisation and the completion of the Investment is conditional upon the conditions as set out in the Formal Agreement, which shall include, but not limited to:-

- 3.1 Completion of due diligence review performed by Party B on Party A with findings to the satisfaction of the Party B.
- 3.2 All requisite approvals of any relevant regulatory bodies or governmental departments in relevant jurisdictions have been obtained.



- 3.3 Other conditions precedent as may be requested by the Party B, which shall be detailed in the Formal Agreement.

4. Undertaking

- 4.1 Both Parties hereby jointly and severally undertake to fully comply with rules, regulations and filing procedures of the relevant regulatory bodies and governmental departments in relevant jurisdictions.

5. Termination

- 5.1 Parties hereby agree that the negotiation of the Investment shall be automatically terminated in the event that no Formal Agreement can be reached by the Party A and the Party B on full terms and conditions of the Investment within twelve (12) months from the date of this MOU.

6. Confidentiality

Party A and Party B hereby agree, save and except required by laws or any stock exchange regulations and reporting under regulatory practices:-

- 6.1 To keep in their strictest confidence and shall not under any circumstances whatsoever to disclose to any person or entity which is not a party hereto the preliminary terms and conditions of the Investment as provided in this MOU.

7. Legal effect

- 7.1 Except for paragraphs 6, 9 and this paragraph, both Parties agree that this MOU shall not be legally binding and no legal obligations or liabilities will be incurred by the Parties hereto in respect of the Investment unless and until the Formal Agreement has been duly executed by the Parties.

8. Costs and expenses

- 8.1 Each Party shall bear its own costs and expenses incurred in connection with the negotiations and preparation of this MOU, the Formal Agreement and other documents in relation to the Investment.

9. Governing law and jurisdiction

- 9.1 This MOU shall be governed by and construed in accordance with the laws of Hong Kong.
- 9.2 The Parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.



IN WITNESS whereof the parties hereto have duly executed this MOU the day and year first above written.

Signed by Parties :-

Signed by
For and on behalf of
廣州合粵新能源科技有限公司



Name: 汪新忠
Position: 法定代表人

汪新忠

Signed by
For and on behalf of
Silver World International Limited

Name: Lam Man Chan
Position: Director