

Date : November 14, 2025

To : **Watlow Electric Manufacturing Company**  
12001 Lackland Road  
St. Louis, Missouri 63146

Dear Sirs/Madams

## DEED OF IRREVOCABLE UNDERTAKING

### 1. INTRODUCTION

This deed of irrevocable undertaking is executed by the undersigned (the “**Obligors**” or “**we**”) in connection with the proposed scheme of arrangement to be proposed under section 86 of the Companies Act for the implementation of the privatization (the “**Proposal**”) of Genes Tech Group Holdings Company Limited (the “**Company**”) by Watlow Electric Manufacturing Company (and/or a party approved in writing by it) (the “**Offeror**”) substantially on the terms and conditions set out in the joint announcement to be published by the Offeror and the Company pursuant to Rule 3.5 of the Takeovers Code in respect of the Proposal (the “**Announcement**”), a draft of which has been received by the Obligors.

### 2. INTERPRETATION

2.1 Capitalized terms used but not defined herein shall have the meanings assigned to them in the Announcement and the Implementation Agreement.

2.2 In this Undertaking, the following terms shall have the following meanings:

“**CCASS**” means the Central Clearing and Settlement System established and operated by HKSCC;

“**CCASS Participant**” means a person admitted for the time being by HKSCC as a participant of CCASS;

“**Company Shares**” means (i) the Shares owned by the Obligors as specified in Schedule 1, (ii) any other Share which the Obligors may acquire on or after the date hereof, and (iii) any other Shares attributable to or derived from the Shares referred to in (i) and (ii) (including, without limitation, any scrip dividend);

“**Competing Proposal**” means any offer by any person other than the Offeror involving (i) a sale, conveyance, transfer, assumption or other disposal of any direct or indirect interest in all or substantially all of the assets, business and/or undertakings of the Group; (ii) a general offer for the Shares or a partial offer for some of the Shares; (iii) a scheme of arrangement involving any of the entities in the Group or the merger of any entities in the Group with any other entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); (iv) any other arrangement having an effect similar to any of (i) to (iii); or (v) a transaction or series of related transactions which would or is reasonably likely to preclude, restrict, frustrate, delay or impede the Proposal and/or the Scheme. For the purpose of this definition, a Competing Proposal will be deemed to be for all or substantially all of the assets, business and/or undertakings of the Group if the relevant assets, business and/or undertakings in question constitute a “material amount” as defined in Note 6 to Rule 4 of the Code;

**“Dispatch Date”** means the date of dispatch of the Scheme Document;

**“EGM”** means the extraordinary general meeting of the Company to be convened for the Shareholders to consider and vote on, among other things, the necessary resolutions for the implementation of the Proposal;

**“Encumbrances”** means any liens, mortgages, charges, encumbrances, security interests, hypothecations, powers of sale, rights to acquire, options, restrictions, rights of first refusal, easements, pledges, title retention, trust arrangement, hire purchase, judgment, preferential right, rights of pre-emption and other third party rights and security interests or an agreement, arrangement or obligation to create any of the foregoing;

**“HKSCC”** means Hong Kong Securities Clearing Company Limited;

**“Implementation Agreement”** means the implementation agreement dated on or around the date of this Undertaking entered into between the Offeror and the Company pursuant to which the parties have agreed to pursue the Proposal and the Scheme;

**“Notice”** means a notice to be given pursuant to the terms of this Undertaking, and shall be construed in accordance with Clause 11;

**“Parties”** means the named parties to this Undertaking and **“Party”** means any one of them;

**“Reduction”** means the proposed reduction (if any) of the issued share capital of the Company as a result of the Scheme under the Companies Act;

**“Undertaking”** means this Undertaking as amended or varied from time to time; and

**“Warranties”** means the representations and warranties given by the Obligors and contained in this Undertaking set out in Clause 4.1 and Schedule 2 and the expression **“Warranty”** means any one of them.

- 2.3 References herein to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
- 2.4 References herein to Clauses and Schedules are to clauses in and schedules to this Undertaking unless the context requires otherwise and the Schedules to this Undertaking shall be deemed to form part of this Undertaking.
- 2.5 The expressions the **“Obligor”** and the **“Offeror”** shall, where the context permits, include their respective successors and permitted assigns. For the avoidance of doubt, in the event of a merger of any of the Parties, the surviving entity of such Party shall be deemed to be the successor of such Party.
- 2.6 The *ejusdem generis* principle of construction shall not apply to this Undertaking. Any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.
- 2.7 The headings are inserted for convenience only and shall not affect the construction of this Undertaking.

2.8 Unless the context requires otherwise, words and expressions defined in the Companies Act shall bear the same respective meanings when used in this Undertaking.

2.9 In this Undertaking, references to:

- (a) being “**interested in**” or having “**interests in**” shares or securities shall be interpreted in accordance with the SFO;
- (b) “**offer period**” shall be interpreted in accordance with the Takeovers Code; and
- (c) the “**Scheme**” shall include any new, increased, renewed or revised offer made by or on behalf of the Offeror (or if by way of scheme of arrangement, imposed by the Grand Court of the Cayman Islands), howsoever to be implemented.

### **3. OWNERSHIP OF SHARES**

3.1 Subject to this Undertaking not having been terminated, each Obligor hereby represents, warrants and undertakes as at the date hereof, on the Dispatch Date and the Effective Date that:

- (a) such Obligor is the beneficial owner of the Company Shares free and clear of any Encumbrance and has control over the exercise of the voting rights attached to all of the Company Shares; and
- (b) save as set out in Schedule 1, such Obligor is not interested in any other securities of the Company and does not have any rights to subscribe, purchase or otherwise acquire any securities of the Company.

### **4. DEALINGS**

4.1 Each Obligor unconditionally and irrevocably undertakes that it shall not, and shall procure that its concert parties and the relevant registered holder of the Company Shares shall not, on or before the Effective Date, and other than in connection with the Scheme or pursuant to Clause 5 below, directly or indirectly:

- (a) offer, sell, transfer, charge, encumber, create or grant any option or lien over or otherwise dispose of (or permit any such action to occur in respect of) all or any of the Company Shares or any interest therein, or agree with any person (other than the Offeror) to do the foregoing;
- (b) accept or approve (or permit the acceptance or approval on its behalf of) any other proposal, offer or scheme of arrangement from any party other than the Offeror for all or any of the Company Shares, whether or not such other proposal, offer or scheme of arrangement is at a higher price than the Cancellation Price (as defined in the Announcement) for the Company Shares and/or on more favorable terms than under the Scheme;
- (c) approve, endorse, recommend, vote or agree to vote for, any Competing Proposal and shall cast, or procure the casting of, all votes in relation to the Company Shares against any Competing Proposal;
- (d) grant any proxy or enter into any voting agreement or similar arrangement with respect to the voting of, all or any of the Company Shares or any interest therein;
- (e) (i) solicit, initiate, induce, encourage or entertain any approach, expression of interest, offer or proposal (whether oral, written or otherwise) from; (ii) provide any information

to or enter into any discussions or negotiations with; (iii) enter into any agreement, arrangement or understanding with; or (iv) announce or communicate any intention to do any of the foregoing to or with, any third party in connection with any Competing Proposal; or

- (f) enter, or propose to enter, into any arrangement, agreement, commitment or understanding with a view to effecting any of the matters in paragraphs (a) to (e) above.

- 4.2 Each Obligor unconditionally and irrevocably undertakes that it shall not, whether directly or indirectly through its concert party, nominee(s) or otherwise, offer to acquire, acquire or enter into any arrangement or contract to acquire any Company Shares or interest in the Company Shares.

## **5. IRREVOCABLE UNDERTAKING**

- 5.1 Each Obligor unconditionally and irrevocably undertakes to exercise or procure the exercise of the voting rights attached to all of the Company Shares (a) to vote in favor of the Scheme at the Court Meeting; and (b) to vote in favor of all resolutions at the EGM to approve the Reduction, and all resolutions proposed at the Court Meeting and the EGM to assist with the implementation of the Scheme or are necessary for the Scheme to become effective.

- 5.2 Each Obligor unconditionally and irrevocably undertakes that in exercising or procuring the exercise of any of the voting rights attached to the Company Shares in accordance with Clause 5.1:

- (a) if any of the Company Shares are registered under the name of the Obligor, it will complete, sign and deliver (or procure the signing and delivery of) the forms of proxy in accordance with the instructions printed on the forms of proxy (or other applicable instructions on the forms of proxy) to the Company's Hong Kong branch share registrar to vote in favor of all of the resolutions to be proposed at the Court Meeting and the EGM in accordance with Clause 5.1 by no later than five Business Days after the Dispatch Date, provided that the Obligor shall arrange for the duly completed and signed forms of proxy to be first provided to the Offeror and its financial adviser within three Business Days following the Dispatch Date for their review, and adopt the comments of the Offeror and its financial adviser in respect of the forms of proxy; and
- (b) if any of the Company Shares are deposited and registered in the name of HKSCC or its nominee and held in CCASS, the Obligor shall give all instructions, take all actions and execute all documents as may be necessary or required by the relevant CCASS Participant in respect of such Company Shares in a timely manner to ensure that the relevant CCASS Participant shall cause HKSCC or its nominee to vote in a manner which is in accordance with Clause 5.1 at the Court Meeting and the EGM.

- 5.3 Each Obligor irrevocably undertakes that it will not revoke or revise the forms of proxy or proxy and voting instructions made in accordance with Clauses 5.1 and 5.2, whether by way of writing, attending the meetings or otherwise.

- 5.4 Each Obligor hereby unconditionally and irrevocably undertakes that:

- (a) it shall exercise (or procure the exercise of) the voting rights attached to the Company Shares on any resolution which would assist implementation of the Scheme in accordance with the Offeror's reasonable instructions;
- (b) it shall not exercise (or permit the exercise of) any of the voting rights attached to the Company Shares other than in accordance with this Undertaking;

- (c) it shall, in its capacity as a Shareholder, at any general meeting of the Company, vote against any resolution seeking approval from Shareholders for the following matters: (i) any dividend, other distribution or return of capital (whether in cash or otherwise) by the Company; (ii) any allotment or issue of shares or other securities convertible into shares, or grant of options or other rights to subscribe for shares by the Company; and (iii) any notifiable transaction or connected transaction (each as defined in the Listing Rules);
  - (d) it shall not take any action, or omit to take any action, which would: (i) cause it to breach its obligations under this Undertaking; (ii) conflict with or diminish its obligations under this Undertaking; (iii) cause the Company to breach the Implementation Agreement; or (iv) otherwise frustrate the Proposal, the Scheme or its implementation; and
  - (e) to the extent it is within its power and authority to do so without contravention of any applicable laws, regulations or provisions of the Code, it shall use all its best efforts to do or procure to be done or executed such other acts, things or documents as may be necessary, desirable or expedient to ensure that the Obligors' obligations herein are fulfilled, and to provide any information as the Offeror may reasonably require to undertake and give full effect to the Scheme as expeditiously as possible.
- 5.5 Each Obligor shall notify the Offeror immediately should it become aware of any negotiations or discussions or of any approach or attempt to initiate any negotiations or discussions, or of any intention to make such an approach or attempt to initiate any negotiations or discussions, in respect of any Competing Proposal.
- 5.6 In the event that for whatever reason any Obligor shall fail to perform its obligations to vote in favor of the Scheme in accordance with the provisions of this Undertaking, such Obligor hereby irrevocably appoints any of the directors of the Offeror to be its attorney and proxy, with full power of substitution and re-substitution, in its name and behalf, to execute the relevant proxy forms and all other documents and to do all other acts and things as may be necessary, desirable or expedient to vote in favor of the Scheme in respect of the Company Shares.
- 5.7 Without prejudice to any other rights or remedies which the Offeror may have, the Obligors acknowledge and agree that the Offeror may be irreparably damaged and may not have an adequate remedy at law in the event that we breach the provisions of this Undertaking. The Obligors therefore agree that the Offeror shall be entitled to seek equitable relief, without posting a bond, including an injunction and/or specific performance, to enforce provisions of this Undertaking, in addition to any other remedy to which the Offeror may be entitled at law. We agree that if any action should be brought by the Offeror in equity to enforce any of the provisions of this Undertaking, we shall not raise the defence that there is an adequate remedy at law.
- 5.8 In the event of a breach by any of the Obligors of Clause 4 or 5 of this Undertaking, the Obligors shall jointly and severally compensate and indemnify the Offeror immediately on demand for its and its affiliates' loss, costs and expenses incurred in connection with the Proposal and the Scheme, including evaluation and due diligence of the Company and its subsidiaries and the negotiation and performance of the terms of the definitive documentation in respect of the Proposal and the Scheme.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1 Subject to this Undertaking not having been terminated, each Obligor represents and warrants to the Offeror that each of the Warranties is true and accurate in all respects and not misleading in any respects at the date of this Undertaking by reference to the facts and circumstances

existing at such date. On the Dispatch Date and the Effective Date, each Obligor is deemed to represent and warrant to the Offeror that each of the Warranties is true and accurate in all respects and not misleading in any respects at the Dispatch Date and the Effective Date by reference to the facts and circumstances existing at such date. For this purpose only, where in a Warranty there is an express or implied reference to the “date of this Undertaking”, that reference is to be construed as a reference to the Dispatch Date or the Effective Date (as the case may be).

- 6.2 Each of the Warranties shall be construed as a separate and independent warranty and (save where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other term of this Undertaking or any other Warranty.
- 6.3 Each Obligor hereby agrees, to the extent permissible under Applicable Laws, to disclose as soon as reasonably practicable to the Offeror in writing upon becoming aware of the same any matter, event or circumstance (including any omission to act) which may arise or become known to it after the date of this Undertaking up to and including the Effective Date which may constitute a breach of any of the Warranties if given at any time up to and including the Effective Date or which might make them untrue, inaccurate or misleading in any respect.

## **7. CONFIRMATION**

Each Obligor confirms that, save for this Undertaking:

- (a) it does not have any agreement, arrangement or understanding (whether formal or informal, written or oral) with the Offeror and its concert parties to obtain or consolidate effective control of the Company;
- (b) it has no agreement, arrangement or understanding (whether formal or informal, written or oral) with the Offeror and its concert parties pursuant to which the Offeror can direct, instruct, prescribe, advise or otherwise influence the Obligor on the exercise of the voting rights attached to the Company Shares; and
- (c) there is no relationship between itself and/or its concert parties, on the one hand, and the Offeror and its concert parties, on the other hand, that would give rise to a presumption that we are acting in concert with the Offeror (and vice versa) in relation to the Scheme.

## **8. CONSENTS**

### **8.1 Each Obligor agrees to:**

- (a) the issue of the Scheme Document and any other announcement in connection with the Proposal with the references to it and to details of this Undertaking;
- (b) details of this Undertaking being set out in any other announcement in respect of the Scheme and in the Scheme Document; and
- (c) this Undertaking being available for inspection during the offer period.

### **8.2 Each Obligor shall use commercially reasonable endeavors to give the Offeror all information and assistance as the Offeror or the Company may reasonably require in order to comply with the requirements of the Takeovers Code, the Listing Rules and all Applicable Laws in relation to the Proposal and the Scheme.**

- 8.3 Mr. Yang Ming-Hsiang consents to the transactions contemplated by the Proposal and the Scheme and waives any right of first refusal, pre-emption right or other rights conferred upon him in any way over the sale, transfer or disposal of Shares under the concert party agreement (一致行動協議) dated 22 August 2016 entered into by Mr. Yang Ming-Hsiang, Tai-Yi Investment Co. Ltd., Ms. Wei Hung-Li, Mr. Lin Yen-Po and Mr. Fan Chiang-Shen, or otherwise.

## **9. CONFIDENTIAL INFORMATION**

Each Obligor undertakes to keep confidential (save for any disclosure as required by the Takeovers Code, the Listing Rules or any Applicable Law) (a) matters referred to in this Undertaking; and (b) all information they have acquired about the Offeror and agree to use the information only for the purposes contemplated by the Proposal.

## **10. TERMINATION**

- 10.1 This Undertaking shall terminate immediately if the Implementation Agreement is terminated for any reason (other than as a result of a breach by any Obligor of its obligation set forth in this Undertaking) without the Scheme becoming effective.
- 10.2 In the event of termination of this Undertaking in accordance with its terms, this Undertaking shall terminate in all respects with immediate effect, and no Party shall have any claim under this Undertaking against any other Party, save that:
- (a) the provisions of Clauses 2 and 8 to 18 shall continue to apply in full force and effect thereafter; and
  - (b) such termination shall be without prejudice to a Party's accrued rights and remedies, obligations and liabilities under this Undertaking as at the date of such termination.

## **11. NOTICES**

- 11.1 A Notice under or in connection with this Undertaking shall be:
- (a) in writing and in English; and
  - (b) delivered personally, sent by email or sent by courier to the Party due to receive the Notice at the email address or address as a Party may specify by notice in writing to the other Parties received before the Notice was dispatched.

## **12. GENERAL**

- 12.1 Any date, time or period referred to in this Undertaking shall be of the essence except to the extent to which the Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 12.2 Each Obligor has been given a realistic opportunity to consider whether or not it should give this Undertaking and has received independent advice about the nature of this Undertaking.
- 12.3 Other than the Offeror, a person who is not a party to this Undertaking has no rights under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Undertaking.
- 12.4 Each and every obligation in this Undertaking shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, such part or parts as are unenforceable shall be

deleted from this Undertaking and any such deletion shall not affect the enforceability of all such parts of this Undertaking as remain not so deleted.

12.5 No failure or delay by any party in exercising any of their rights under this Undertaking shall operate as waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

12.6 This Undertaking contains the whole agreement between us and the Offeror relating to the subject matter of this Undertaking at the date hereof to the exclusion of any terms implied by law which may be excluded by contract, and supersedes any previous written or oral agreement between us and the Offeror in relation to the matters dealt with in this Undertaking.

### **13. COSTS**

We shall be responsible for our own fees and expenses in connection with the execution and performance of this Undertaking.

### **14. ENTIRE AGREEMENT**

This Undertaking constitutes the entire agreement and supersedes any previous agreements (if any) between the Parties relating to the subject matter of this Undertaking.

### **15. VARIATION**

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

### **16. FURTHER ASSURANCE**

The Obligor agrees to take all such action or procure that all such action is taken as is reasonable in order to implement the terms of this Undertaking or any transaction, matter or thing contemplated by this Undertaking.

### **17. COUNTERPARTS**

This Undertaking 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 instrument.

### **18. GOVERNING LAW AND JURISDICTION**

This Undertaking and any non-contractual rights or obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of Hong Kong. Any dispute, controversy or claim arising out of, in connection with or relating to this Undertaking, including the existence, interpretation, performance, invalidity, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre under the SIAC Administered Arbitration Rules in force when Notice of Arbitration is submitted in accordance with those rules (“**SIAC Rules**”), which SIAC Rules (save as modified in this Undertaking) are deemed to be incorporated by reference in this Clause. The tribunal shall consist of three arbitrators, who shall be nominated in accordance with the SIAC Rules. The seat, or legal place, of arbitration shall be Singapore. The language to be used in the arbitral proceedings and in all written communications and statements shall be English only. Judgment on any arbitral award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the arbitral award and an order of enforcement, as the case may be. It is agreed that nothing in this Clause



shall prevent any party from applying at any time to the courts of any country for injunctive or other interim relief. The arbitral award shall be final and binding on the parties to the arbitration. The parties to the arbitration agree to be bound by and to act in accordance with the arbitral award. Unless otherwise specified in the arbitral award, the expenses of the arbitration (including witness fees and reasonable legal expenses) shall be borne by the losing party.

**SCHEDULE 1**  
**COMPANY SHARES AS AT THE DATE OF THIS UNDERTAKING**

<b>No. of Company Shares</b>	<b>Beneficial Owner</b>
37,975,000	Mr. Yang Ming-Hsiang
29,125,000	Ms. Wei Hung-Li
374,625,000	Queenbest Development Limited
81,150,000	Ever Wealth Holdings Limited
63,750,000	Planeta Investments Limited
111,300,000	Tai-Yi Investment Co. Ltd.

## **SCHEDULE 2 WARRANTIES**

### **1. OBLIGORS**

#### **1.1 Capacity and authority**

Each Obligor has full power and capacity and has taken all actions necessary to execute and deliver this Undertaking and exercise its rights, to perform its obligations under this Undertaking in accordance with its terms.

#### **1.2 Binding obligations**

Each Obligor's obligations under this Undertaking and each document to be executed on or before the Effective Date will constitute, or where the relevant document is executed, constitutes, valid, legal and binding obligations of such Obligor, enforceable in accordance with their respective terms.

#### **1.3 No default**

Neither the execution nor performance of this Undertaking (or a document to be executed on or before the Effective Date) nor the making and completion of the Scheme will result in or amount to, a violation or breach by the Obligors of any (i) Applicable Law, (ii) order, writ, injunction, decree of any Authority, or (iii) contract, agreement, undertaking or commitment to which any Obligor is a party or by which an Obligor or an Obligor's assets are bound.

#### **1.4 Solvency**

Each Obligor is not insolvent or bankrupt or unable to pay its debts as they fall due within the meaning of any laws relating to insolvency or bankruptcy applicable to it, there are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning any Obligor, no steps have been taken to enforce any security over its assets, no insolvency or bankruptcy order or debt relief (including any insolvency or bankruptcy application) has been issued against any Obligor, no negotiations have been commenced with any Obligor's creditors with a view to rescheduling or restructuring any of its indebtedness or with a view to entering into a composition, scheme, debt repayment scheme, compromise, assignment or other similar arrangement with any of its creditors, no receiver, interim receiver, receiver and manager, trustee in insolvency, bankruptcy, administrator, nominee, supervisor or official manager or similar officer or person has been appointed in respect of any Obligor's assets, and no similar or analogous proceedings to any of the foregoing have been initiated in any applicable jurisdiction in relation to any Obligor.

#### **1.5 Consent**

The execution, delivery of and performance by each Obligor of its obligations under this Undertaking will not require such Obligor to obtain any consent or approval of, or give any notice to or make any registration with any Authority which has not been obtained or made at the date of this Undertaking.

#### **1.6 No Encumbrances**

There are no Encumbrances given by any member of the Group in respect of the obligations of any Obligor or any of its respective Affiliates.

1.7 No Litigation

No litigation, arbitration or administrative proceeding against any Obligor or the Company Shares is current or pending or threatened to restrain the entry into, exercise of any Obligor's rights under and/or performance or enforcement of or compliance with any Obligor's obligations under this Undertaking.

**2. CORPORATE MATTERS**

- 2.1 Each member of the Group is duly incorporated or established under the laws of its respective jurisdiction of incorporation, and has been validly existing and (where relevant to such jurisdiction) in good standing since incorporation.
- 2.2 The Company is duly authorized, has the requisite power and authority and has obtained or satisfied all corporate and regulatory Approvals necessary to execute and deliver the Implementation Agreement and exercise its rights and perform its obligations under the Implementation Agreement in accordance with its terms.
- 2.3 The Company's obligations under the Implementation Agreement constitute valid, legal and binding obligations of it enforceable in accordance with its terms.
- 2.4 Other than in compliance with the applicable requirements under the Takeovers Code, the GEM Listing Rules and the Companies Act in respect of the Proposal and the Scheme, neither the execution nor performance of the Implementation Agreement nor the implementation and completion of the Proposal and the Scheme will result in or constitute:
- (a) a violation or breach by the Company or a member of the Group of any Applicable Laws;
  - (b) a breach by the Company or a member of the Group of the terms of its Constitutional Documents; or
  - (c) a breach by the Company or a member of the Group of any contract, undertaking, commitment, agreement or instrument to which the Company or any member of the Group is a party, or any loan to or mortgage created by any member of the Group, or relieve any other party to a contract with any member of the Group of its obligations under such contract, or entitle such party to terminate, rescind, revoke, amend or modify such contract, whether summarily or by notice, or result in the creation of any Encumbrance under any agreement, license or other instrument, or result in a breach of any order, ruling, Licenses, judgment or decree of any court, Authority or regulatory body to which any member of the Group is a party or by which any member of the Group or any of their respective assets is bound.
- 2.5 No injunction or other order has been issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Proposal or the Scheme or any part thereof.
- 2.6 All directors, auditors and other officers of any member of the Group have been duly appointed in accordance with the Constitutional Documents of such member of the Group and the Applicable Laws.
- 2.7 Save as Disclosed, no member of the Group owns or has any interest of any nature whatsoever in any share, debenture or other security of any kind issued by any undertaking.

- 2.8 No member of the Group is, nor has agreed to become, a member of or party to any partnership, joint venture, consortium or other unincorporated association, body or undertaking or profit or loss sharing arrangement with any other entity or business.
- 2.9 Save as Disclosed, no member of the Group has any branch, agency, place of business or permanent establishment.
- 2.10 No member of the Group has given any power of attorney or other authority by which a person may enter into an agreement, arrangement or obligation on behalf of such member of the Group (other than an authority for a director, other officer or employee to enter into an agreement in the ordinary and usual course of that person's duties).

### **3. SECURITIES OF THE GROUP**

- 3.1 The relevant securities of the Company in issue as at the date of the Implementation Agreement comprise 1,000,000,000 Shares (which have been properly and validly allotted and issued, are fully paid up and rank *pari passu* with each other) and, save for the aforesaid, the Company has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) or rights to acquire (whether by purchase, grant, conversion, exchange, exercise or otherwise) any securities issued by the Company.
- 3.2 The Company is the legal and beneficial owner of 100% of the equity interests or issued share capital (as the case may be) of all other members of the Group and has the right to exercise all voting and other rights over such equity interests or shares. There are no Encumbrances on the equity interests or shares (as the case may be) of any member of the Group, and all transfers of equity interests or shares (as the case may be) of any member of the Group have been transferred, effected and registered in accordance with the Constitutional Documents of such member of the Group and Applicable Laws (including without limitation, with respect to each Taiwanese Subsidiary, the foreign investment approval and reinvestment approval having been duly obtained, the share certificates representing all the shares of each Taiwanese Subsidiary having been duly endorsed and delivered and the share transfer having been duly registered with the company in the shareholder roster).
- 3.3 All the relevant securities of any member of the Group have been duly authorized and validly allotted and issued, are fully paid-up and rank *pari passu* in all respects with each other. The Shares, shares and equity interests in other members of the Group are freely transferable (save for any applicable restrictions under Applicable Law and the Constitutional Documents of the relevant member of the Group).
- 3.4 No member of the Group has any outstanding warrants, convertible securities or options in issue and is not subject to any actual or contingent obligation to issue or convert securities except as required or contemplated by the Implementation Agreement, and it will not announce, declare, pay or make any dividend or any distribution (in cash or in kind) to the Shareholders.
- 3.5 As at the date of the Implementation Agreement:
- (a) there are no unexercised options and no obligation to grant any options to any employees of the Group;
  - (b) no share options have been granted since the adoption of the Share Option Scheme;
  - (c) save for the Share Option Scheme, there are no other share option scheme or similar equity incentive schemes for the granting of options and/or incentives to any employees of the Group.

- (d) No member of the Group has (or has agreed to acquire) interest in any other person or has agreed to merge, amalgamate or consolidate with any other person.

#### **4. INSOLVENCY**

- 4.1 No member of the Group is or has been, or is or has been deemed by law or a court to be, insolvent or bankrupt, nor is any member of the Group unable to pay its debt as they fall due.
- 4.2 No petition has been presented, no order has been made or resolution passed for the winding up of any member of the Group or for the appointment of a liquidator or a provisional liquidator to any member of the Group. So far as such Obligor is aware, there are no grounds on which any person would be entitled to have any member of the Group wound-up, nor has any person threatened to present such petition or convened or threatened to convene a meeting of any member of the Group to consider a resolution to wind up such member of the Group.
- 4.3 No receiver, administrative receiver, bankruptcy administrator or similar officer has been appointed, nor any written notice given of the appointment of any such person, over the whole or part of any member of the Group's business or assets and so far as such Obligor is aware there are no grounds on which any person would be entitled to have any member of the Group to be declared bankrupt or placed in administration or judicial management, nor has any person threatened to present such a petition.

#### **5. INTELLECTUAL PROPERTY**

- 5.1 The Group owns or otherwise holds the rights to use all Intellectual Property of the Group which are necessary for its business as currently conducted. All Intellectual Property owned or used by the Group is valid, subsisting, enforceable and free from any license, Encumbrance and restriction on use or disclosure obligation. So far as such Obligor is aware, nothing has been done or omitted to be done by which any of the Intellectual Property owned or used by the Group which is necessary for its business as currently conducted may cease to be valid and enforceable.
- 5.2 So far as such Obligor is aware, none of the operations of any member of the Group infringe upon any Intellectual Property held by any third party in any material respects and, so far as such Obligor is aware, there is not, and has not been, an actual or alleged infringement or unauthorized use of any of the Intellectual Property used by any member of the Group.
- 5.3 All application and renewal fees, costs and charges relating to the Intellectual Property of the Group necessary for its business as currently conducted have been duly paid on time and no payments have been made in excess of the rates specified under the relevant applications, contracts, agreements and/or licenses (as the case may be).
- 5.4 All actions required to be taken to protect and maintain the Intellectual Property owned by the Group have been taken by the relevant deadline, and nothing is due to be done, the omission of which would jeopardize the maintenance or registration of any Intellectual Property owned by the Group.
- 5.5 All confidential information of the Group is adequately and properly documented to enable the Offeror to acquire and retain its full benefit. The carrying on of the business and operations of each member of the Group does not involve the unlicensed use of any confidential information disclosed to any member of the Group by any person in circumstances which might entitle that person to a claim against any member of the Group.

## **6. GENERAL REGULATORY MATTERS**

- 6.1 Each member of the Group has conducted its business and dealt with its assets in all material respects in accordance with the Applicable Laws. So far as such Obligor is aware, there is and has been since the Company became listed on GEM of the Stock Exchange, no governmental, quasi-governmental, criminal, regulatory or stock exchange or other investigation or disciplinary proceeding concerning a member of the Group or any of its directors, officers and employees, and there is no such investigation or proceeding pending or threatened. So far as such Obligor is aware, no fact or circumstance exists which might reasonably be expected to give rise to an investigation, enquiry or proceeding of that type.
- 6.2 All corporate actions taken by each member of the Group have been duly authorized, and no member of the Group has taken any action that breaches, in any material aspect, any provision of, its Constitutional Documents.
- 6.3 Within the preceding three (3) years, the operations of all members of the Group are and have been conducted at all times in compliance with applicable Anti-Bribery Laws and Anti-Money Laundering Laws and no investigation, action, suit, sanction or proceeding by or before any court or governmental or regulatory agency, Authority or body or any arbitrator involving any members of the Group with respect to the Anti-Bribery Laws or Anti-Money Laundering Laws is pending or threatened.
- 6.4 Within the preceding three (3) years, no member of the Group and none of the Group's director, officer, agent, employee, affiliate or any other person acting for or on behalf of the foregoing, has violated and has been investigated by relevant Authorities in respect of a violation of, any applicable Anti-Bribery Laws or Anti-Money Laundering Laws, has not been investigated regarding any unlawful payment of money or anything of value (including, without limitation, any unlawful contribution, gift, entertainment or other unlawful inducement), directly or indirectly, to any person or a government official or to a political party, or any promise, agreement or offer to make such payment or provide such benefit, in each case, for the purpose of: (a) influencing any act or decision of a government official in his/her official capacity; (b) inducing such person to act (including through action or omission) in violation of the lawful duty of such person, or to enter into an agreement or arrangement with any member of the Group; (c) securing any improper advantage; or (d) inducing such person to use his/her influence to affect or influence any act or decision of a Authority in order to assist any member of the Group in obtaining or retaining business for or with, or directing business to, any person.
- 6.5 Since April 24, 2019, no member of the Group and none of the Group's director, officer, agent, employee, affiliate or any other person acting for or on behalf of the foregoing (a) has been or is a Restricted Person, (b) has had or has any assets located in, or has been or is otherwise engaged in, any activity, dealing, transaction or business in a Sanctioned Jurisdiction, or (c) has been or is in breach of any applicable Sanctions or Export Controls.
- 6.6 The Group has not conducted or initiated any internal investigation or made any voluntary, directed or involuntary disclosure to any Authority with respect to any alleged or suspected act or omission arising under or relating to any non-compliance with or offence under any Anti-Bribery Laws, Anti-Money Laundering Laws, Export Control Laws or Sanctions.

### **6.7 Licenses and Consents**

- (a) All statutory, municipal and other plan, licenses, permits, consents, authorizations, rulings, waivers, clearances, recordation, reporting, registrations, orders, warrants, confirmations, permissions, certificates, approvals and authorities (the "**Licenses**") necessary for or material to the carrying on of the businesses and operations of each member of the Group (including without limitation, the Licenses required under the

Waste Disposal Act (廢棄物清理法) of Taiwan, the Air Pollution Control Act (空氣污染防制法) of Taiwan, the Water Pollution Control Act (水污染防治法) of Taiwan, the Soil and Groundwater Pollution Remediation Act (土壤及地下水污染整治法) of Taiwan, the Toxic and Concerned Chemical Substances Control Act (毒性及關注化學物質管理法) of Taiwan and the Foreign Trade Act (貿易法) of Taiwan) have been obtained, are in full force and effect and all conditions applicable to any such Licenses of the Group have been and are being complied with in all material respects.

- (b) All actions required for the renewal or extension of each License (if any) as required that is necessary or material to the operation of the business of a member of the Group have been taken in a timely manner.
- (c) There is no investigation, enquiry or proceeding outstanding which is likely to result in the suspension, cancellation, modification, rescission or revocation of any of the Group's Licenses. So far as such Obligor is aware, none of the Group's Licenses is likely to be suspended, cancelled, refused, modified, rescind or revoked (whether as a result of entering into the Implementation Agreement, implementing the Proposal or the Scheme or otherwise).

## **7. CONNECTED TRANSACTIONS**

- 7.1 There are no subsisting connected transactions (as defined under the GEM Listing Rules) of the Group other than those which are exempted from the reporting and announcement requirements under Chapter 20 of the GEM Listing Rules.
- 7.2 All transactions which have been undertaken by any member of the Group with any of the Connected Persons, any related persons (as defined under applicable Taxation law) or directors of any member of the Group or his/her Related Person:
  - (a) were undertaken on arm's length terms; and
  - (b) in accordance with transfer pricing requirements under Applicable Laws.

## **8. INFORMATION**

- 8.1 As at the date of the Implementation Agreement, no member of the Group is in possession of information, which would be regarded as "inside information" (as such term is defined in the SFO) which has not been disclosed in the Announcement or by the Company through public announcements or other documents published on the website of the Stock Exchange unless otherwise permissible under the SFO.
- 8.2 All publicly available information and records of the Company on the website of the Stock Exchange released or produced by any member of the Group within the 3 years immediately preceding the date of the Implementation Agreement was, when supplied or published, true and accurate and not misleading in any material respects with reference to the facts and circumstances existing at the time at which the relevant information was disclosed.
- 8.3 All information contained in the Implementation Agreement and all other information which has been given by or on behalf of any member of the Group to the Offeror or any of its agents, directors, officers, representatives and advisers in the course of the due diligence or other investigation carried out by or on behalf of the Offeror prior to entering into the Implementation Agreement was when given, so far as such Obligor is aware, true, complete, accurate and not misleading in all material respects, and as at the date of the Implementation Agreement, the Company is not aware of any fact or matter or circumstance which renders or will render any such information untrue or inaccurate in any material respect.



- 8.4 All information relating to the Group which have been disclosed to the Offeror for the purposes of informing the Offeror about the Group and its assets and the Company have been prepared in good faith by the Company and its agents, directors, officers, representatives and advisers, after reasonable enquiry, and the Company has not knowingly omitted any fact and is not aware of any such information being inaccurate or misleading.

## **9. ACCOUNTS**

### **9.1 Books and records**

- (a) The account, statutory books, ledgers, financial and other records of each member of the Group have been maintained on a consistent basis in accordance with Applicable Laws in all material respects, are and will at the Effective Date be up-to-date and contain true records of all material aspects of the Group's business and assets to which they relate and of all matters required by Applicable Law to be entered therein.
- (b) No member of the Group has received any notice of any application or intended application under any Applicable Laws for the rectification of its statutory records, registers and/or books.

### **9.2 Latest Audited Accounts and Unaudited Accounts**

- (a) The FY2024 Financial Statements have been properly drawn up in accordance with the Hong Kong Financial Reporting Standards and the disclosure requirements of the Companies Ordinance.
- (b) The FY2024 Financial Statements give a true and fair view of the consolidated financial position of the Group as at 31 December 2024, and of its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with the Hong Kong Financial Reporting Standards and the Companies Ordinance.
- (c) The FY2024 Financial Statements make adequate provision or reserve for, or disclose, all liabilities, capital commitments, Taxation in accordance with the Hong Kong Financial Reporting Standards.
- (d) The FY2025 Interim Financial Statements were prepared in accordance with the basis of preparation set out in such documents.
- (e) The FY2025 Interim Financial Statements fairly present, and do not materially misstate the assets and liabilities of the Group, nor the profits and losses of the Group, for the relevant financial period.

### **9.3 Changes since the FY2024 Financial Statements Date**

There have been no material changes in the financial position of the Group, and without limiting the generality of the foregoing, in particular:

- (a) its business has been carried on solely in the ordinary and usual course, without any material interruption or alteration in its nature, scope or manner, and so as to maintain the same as a going concern;
- (b) it has not entered into any transaction or assumed or incurred any liabilities (including contingent liabilities) or made any payment or given any guarantee, indemnity or

suretyship not provided for in the FY2024 Financial Statements, otherwise than in the ordinary and usual course of carrying on its business;

- (c) its cash and bank balances have not been affected by transactions of an abnormal or unusual nature or entered into otherwise than on normal commercial terms and in the ordinary and usual course of carrying on business;
- (d) its profits have not been affected by changes or inconsistencies in accounting treatment, by any non-recurring items of income or expenditure, or by transactions of an abnormal or unusual nature or entered into otherwise than on normal commercial terms;
- (e) it has not entered into any unusual, long term and onerous commitments and contracts;
- (f) none of the members of the Group has entered into or proposed to enter into any capital, operating lease or contingent commitments, other than in the ordinary and usual course of business; and
- (g) there has not been:
  - (i) any waiver or compromise by any member of the Group of any material obligation owed to the Group taken as a whole;
  - (ii) any change to a contract or agreement by which any member of the Group or any of its assets is bound or subject that is material in the context of the Group as a whole;
  - (iii) any material change in any compensation arrangement or agreement with any employee, officer, director, consultant, contractor or shareholder of any member of the Group taken as a whole; or
  - (iv) any change in the accounting policies and principles adopted for the preparation of the consolidated unaudited financial statements of the Group for the half year ended June 30, 2025 or the consolidated audited financial statements of the Group for the financial year ended December 31, 2025.

#### **9.4 Absence of Undisclosed Liabilities**

There are no material liabilities (including material contingent liabilities) of any member of the Group which are outstanding on the part of each member of the Group, other than:

- (a) liabilities publicly disclosed and to the extent provided for in the FY2024 Financial Statements or otherwise publicly announced by the Company on the Stock Exchange thereafter;
- (b) liabilities disclosed elsewhere in the Implementation Agreement; or
- (c) liabilities incurred in the ordinary and usual course of business since the FY2024 Financial Statements Date.

#### **9.5 Trade and Other Receivables**

- (a) The trade and other receivables, including accrued revenue in the FY2024 Financial Statements and the FY2025 Interim Financial Statements are stated at figures not exceeding the amounts which could, in the circumstances existing at the date of the FY2024 Financial Statements and the FY2025 Interim Financial Statements,

respectively, reasonably be expected to be realized in the ordinary and usual course of carrying on the business of the Group.

- (b) No new adverse events have occurred that would give doubt as to the ability to realize all current trade and other receivables in the ordinary and usual course of business after taking into account any provision for bad and doubtful debts made in the FY2024 Financial Statements.

#### 9.6 Indebtedness

- (a) No material 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 or fact or circumstance exists which may result in such material 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.
- (b) No event has occurred or is impending and no fact or circumstance exists which, whether or not with the giving of notice or lapse of time or both:
  - (i) will lead to an Encumbrance constituted or created in connection with borrowing or indebtedness in the nature of borrowing or any obligation or security of any member of the Group becoming enforceable; or
  - (ii) would entitle a provider of finance to any member of the Group to terminate, withdraw, reduce or not renew any existing facilities to any member of the Group or alter any terms thereof to the disadvantage of any member of the Group.

#### 9.7 Inventory

- (a) Inventory (whether raw materials, work-in-process, or finished goods) that are reflected in the FY2024 Financial Statements and the FY2025 Interim Financial Statements are:
  - (i) stated at figures not exceeding the amounts which could, in the circumstances existing at the date of the FY2024 Financial Statements and the FY2025 Interim Financial Statements, respectively, reasonably be expected to be utilized or realized in the ordinary and usual course of carrying on the business of the Group; and
  - (ii) free from defects in materials and workmanship, of normal merchantable quality, capable of being utilized or sold in the ordinary course of business of the Group and sufficient to conduct business in the same manner as conducted in the immediate 12 months prior to the date of the Implementation Agreement.
  - (iii) The Company has obtained all of the licenses, permits and authorizations from the Authority and suppliers to utilize or sell such inventories that are reflected in the FY2024 Financial Statements and the FY2025 Interim Financial Statements.
  - (iv) All inventories of the Group have been properly recorded and valued in accordance with the Hong Kong Financial Reporting Standards.

## **10. CONTRACTUAL ARRANGEMENTS**

### **10.1 Contracts**

- (a) Saved as Disclosed, no member of the Group is, or has been, a party to any contract or transaction with a third party which:
  - (i) is outside the ordinary and usual course of business;
  - (ii) is not wholly on an arm's length basis;
  - (iii) is of an unusual or unduly onerous nature; or
  - (iv) is of a loss-making nature, resulting in losses exceeding US\$100,000 per contract or transaction.
- (b) Except in the ordinary and usual course of business, no member of the Group:
  - (i) is, or has agreed to become a party to any agency, distributorship, marketing, purchasing, manufacturing, or licensing agreement or arrangement or any agreement or arrangement which restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit;
  - (ii) is, or has agreed to become, a member of any joint venture, consortium, partnership or other unincorporated association; or
  - (iii) is, or has agreed to become, a party to any agreement or arrangement for participating with others in any business, sharing commissions or other income.

### **10.2 Compliance with Agreements**

All the contracts and all leases, tenancies, licenses, concessions, financings, orders and agreements to which any member of the Group is a party are valid, binding and enforceable obligations of the relevant members of the Group, and the terms thereof have been complied with in all material respects by the relevant members of the Group. So far as such Obligor is aware, there are no circumstances likely to give rise to any breach or default of such contracts, leases, tenancies, licenses, concessions, financings, orders or agreements and no notice of termination or rejection of renewal or extension or of intention to terminate or reject the renewal or extension has been received in respect of any thereof.

## **11. TAXATION MATTERS**

### **11.1 Returns, information and Clearances**

- (a) All returns, accounts, computations, notices and information which are or have been required to be made, given or delivered by any member of the Group for any Taxation purpose (a) have been made, given or delivered within the requisite periods or within permitted extensions of such periods; (b) are up-to-date, complete and accurate in all material respects and made on a proper basis; and (c) none of them is the subject of any dispute with the Taxation authority.
- (b) All Taxes assessed or imposed by any Taxation authority which have been assessed upon the Group which are due and payable on or before the Effective Date have been paid and were paid on or before the relevant due date for payment or will be paid before

the relevant due date for payment. There are no Tax liens on any of the assets of the Group.

#### 11.2 General

- (a) Other than stamp duties in Hong Kong, each member of the Group is and has at all times been resident only in its country of incorporation for all Taxation purposes. Each member of the Group is not liable to pay and has at no time incurred any liability to Taxation chargeable under the laws of any jurisdiction other than its country of incorporation.
- (b) No member of the Group is or will become liable to pay, reimburse or indemnify any Taxation (or amounts corresponding thereto) as a consequence of the failure by any other person to discharge that Taxation.
- (c) 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 in all material respects for the periods covered thereby.
- (d) All members of the Group have fully accounted for any deferred Tax liabilities in the FY2024 Financial Statements and the FY2025 Interim Financial Statements.
- (e) Each member of the Group has timely complied in all material respects with Applicable Law imposing Tax withholding or deduction obligations and accounted for all Tax due to the relevant Tax Authorities.
- (f) There is no fact or circumstance that has arisen, and each member of the Group has not taken any action, which has had, or will have, the result of altering, prejudicing or in any way disturbing any arrangement or agreement between each such member of the Group and the Tax Authority.
- (g) No member of the Group has paid, or is liable to pay, any material penalty, fine, surcharge or interest in connection with any Tax and, to the best of such Obligor's knowledge, there are no circumstances by reason of which any member of the Group may become liable to pay any material penalty, fine, surcharge or interest in connection with Tax.
- (h) No member of the Group has engaged in, or been a party, to transaction, series of transactions or scheme or arrangement of which the main purpose, or one of the main purposes, was or could be said to be the avoidance of, deferral of, or a reduction in the liability to, Taxation.

#### 11.3 Tax Incentives

- (a) All the tax incentives and preferential tax treatment enjoyed by the Group as at the date of the Implementation Agreement will not be affected, varied, withdrawn or revoked as a result of the Proposal or the implementation of the Scheme. Each member of the Group has complied with all the conditions subject to which tax incentives have been granted to such member of the Group.
- (b) No relief (whether by way of deduction, reduction, set-off, exemption, postponement, roll-over, repayment or allowance or otherwise) from, against or in respect of any Taxation has been claimed and/or given to any member of the Group which could be

effectively withdrawn, postponed, restricted, clawed back or otherwise lost as a result of any act or omission by such member of the Group.

- (c) No member of the Group has done or omitted to do anything since any application for any concession, consent or clearance from any Tax Authority that was made which might reasonably be expected to cause such concession, consent or clearance to be or become invalid, or to be withdrawn by the relevant Tax Authorities.

#### **11.4 Tax Claims**

No single Claim for Taxation has been made:

- (a) in respect of or arising from any transaction effected or deemed to have been effected on or before the Effective Date; or
- (b) by reference to any income, profits or gains earned, accrued or received on or before the Effective Date,

except:

- (1) to the extent that Taxation was paid, provided for or accrued in respect thereof in the FY2024 Financial Statements or to the extent that Taxation was paid, provided for or accrued in respect thereof in any of the audited accounts or unaudited accounts or management accounts of a member of the Group or the Company on a consolidated basis up to the Effective Date; and
- (2) to the extent that such Claim arises as a result only of any provision or reserve in respect thereof being insufficient by reason of any increase in rates of Taxation made after the date hereof with retrospective effect.

For the purposes of this warranty, “**Claim**” means any notice, demand, assessment, letter or other document issued or action taken by the Taxation Authority or other statutory or governmental authority, body or official whosoever whereby a member of the Group is placed under a liability to make a payment on any Taxation or deprived of any relief, allowance, credit or repayment otherwise available for Taxation purposes.

#### **11.5 Tax Audits**

- (a) There is no investigation by any Taxation Authority in process or, as far as such Obligor is aware, pending with respect to any Tax Returns of any member of the Group, other than queries raised by a Taxation authority in its usual review of such Tax Returns by a member of the Group.
- (b) There are no ongoing or, so far as such Obligor is aware, anticipated Taxation disputes involving or against any member of the Group.

### **12. ASSETS**

#### **12.1 Title to and Condition of Assets**

- (a) All assets (including the Properties) which are included in the FY2024 Financial Statements are the absolute property of such member of the Group and (save for those subsequently disposed of or realized in the ordinary and usual course of business) all such assets and properties and all debts which have subsequently been acquired or arisen are the absolute property of such member of the Group.

- (b) Save as Disclosed, each member of the Group is the owner of legally and beneficially of all assets (including the Properties) used by or in connection with the Group's business or necessary for the operation of the Group's business, and each member of the Group has good and marketable title to all such assets, free from Encumbrances, save for Encumbrances in the ordinary and usual course of carrying on its business. All such assets (including the Properties) are, where capable of possession, in the possession of or under the control of the relevant member of the Group, or the relevant member of the Group is entitled to take possession or control of such assets.
- (c) All assets owned, possessed or used by each member of the Group are in good and safe repair and condition having regard to their respective ages, have been regularly and properly maintained, are suitable for the purposes for which they are used and intended and are in working order, and none is in a dangerous condition or in need of renewal or replacement (fair wear and tear excepted).

## 12.2 Properties

- (a) The relevant Properties which are held under lease by a member of the Group, are held under a valid, subsisting and enforceable lease/tenancy agreement with such exceptions as do not materially interfere with the use or proposed use of such property and buildings, and there have been no past or present breaches under any of such leases.
- (b) The Properties are not, and no part thereof is, affected by any of the following matters or (so far as such Obligor is aware) is likely to become so affected:
  - (i) any outstanding order, dispute, notice or complaint or any exception, reservation, right, covenant, restriction or condition which is of an unusual nature or which affects or might in the future affect the use of the Properties for the purpose for which it is now used; or
  - (ii) any notice, order, demand, requirement or proposal made or issued by or on behalf of any Authority for compulsory acquisition, requisition, clearance, demolition, closing or otherwise, the carrying out of any work upon any building, the modification of any planning permission, the discontinuance of any use, the imposition of any building or improvement line or any other circumstances which may result in any such order or notice being made or served or which may otherwise adversely affect the Properties.
- (c) Without prejudice to the generality of the foregoing, there have been no past or present breaches or outstanding reinstatement works to be completed under the Properties.

## 12.3 Insurance

- (a) Each of the current insurance and indemnity policies in respect of which any member of the Group has an interest (including any active historic policies which provide cover on a losses occurring basis but excluding insurances relating to the payment of hospital and other medical expenses) (the "Policies") is valid, binding and enforceable and is not void or voidable.
- (b) In respect of all Policies, all premiums and any related insurance premium taxes have been duly paid to date.
- (c) No claims have been made or are outstanding in respect of, and as far as such Obligor is aware, no fact or circumstance exists which might give rise to a claim under, any of the Policies.

- (d) Each member of the Group has not done anything or omitted to do anything, or allowed anyone to do or omit to do anything, which might, and there is nothing which could (a) reasonably entitle insurers to decline to pay on a claim made under the Policies, or (b) result in an increase, to a material extent, in the premium payable under any of the Policies or prejudice the ability to effect insurance on the same or better terms in the future.
- (e) Each member of the Group has obtained all insurance required under any Applicable Laws, contract or arrangement to which it is bound or a party to (as the case may be), and such insurances obtained conform in all material respects with the requirements of such Applicable Laws, contract or arrangement and are in full force and effect.
- (f) Each member of the Group has at all times been and is adequately insured against accident, loss or damage, injury, third party loss, credit risk, loss of profits and all other risks to which persons operating the same or similar types of businesses operated by such member of the Group are exposed to.

#### 12.4 IT System

- (a) Each of the IT Systems is owned by or licensed to the relevant member of the Group. The relevant member of the Group has obtained all necessary rights from third parties to enable it following the Effective Date to make exclusive and unrestricted use of the IT Systems for the purposes of the business of the Group.
- (b) All IT Systems owned by or used by any member of the Group:
  - (i) are in operating order and are fulfilling the purposes for which they were acquired or are established in an efficient manner without material downtime or errors;
  - (ii) have adequate capacity to meet the current and foreseeable requirements of the business of the Group;
  - (iii) have adequate security, back-ups, duplication, hardware and software support and maintenance (including emergency cover), business continuity and disaster recovery plan(s) and trained personnel to ensure that (i) security breaches, unauthorized access, errors and breakdowns are kept to a minimum; and (ii) no disruption will be caused to any part of its business in the event of a security breach, error or breakdown; and
  - (iv) are under the sole control of such member of the Group, excluding cloud services provided by a third party and server/hardware equipment owned by independent contractors.
- (c) In respect of any software comprised in any IT System:
  - (i) in the case of software written or commissioned by each member of the Group, such software is owned exclusively by it, no other person has rights to use the software or source codes, and complete written listings and written copies of the source codes for the software are held by it;
  - (ii) in the case of standard packaged software or third party licensed software, each member of the Group has secured licenses for all of its users and on terms which are sufficient for all purposes for which each member of the Group uses the software; and



- (iii) if any license or support or maintenance fees are payable in respect of any software on a recurring basis, such fees shall not exceed such amounts previously paid therefor.
- (d) There have not been any security breaches or any complaints or notices to, or audits, proceedings or investigations conducted or claims asserted against, any member of the Group by any person (including any Authority) regarding any such security breach, and to such Obligor's knowledge, there is no reasonable basis for the same and no such claim, audit, proceeding or (so far as such Obligor is aware after due inquiry) investigation has been threatened or is pending.

### **13. EMPLOYMENT**

13.1 Each member of the Group has in relation to each of its employees (and so far as relevant to each of its former employees) complied in all respects with:

- (a) all obligations imposed on it by all Applicable Laws, statutes, regulations and codes of conduct and practice relevant to the relations between it and its employees or any trade union, labor-management meeting, including without limitation, making deductions and payments in respect of contributions (including employer's contributions) to any relevant competent Authority, making contributions for the labor pension reserve funds for the old pension system under the Labor Standard Act of Taiwan, contributions for the labor welfare funds for conducting labor welfare activities under the Employee Welfare Fund Act of Taiwan, obtaining foreign workers permits for each foreign employee in accordance with the Regulations on the Permission and Administration of the Employment of Foreign Workers of Taiwan, having the employees working overtime or adjusting or extending the working hours and paying the overtime payment in accordance with the Labor Standard Act of Taiwan;
- (b) all collective agreements, labor and management meeting, and customs and practices for the time being dealing with such relations or the conditions of service of its employees; and
- (c) all relevant orders and awards made under any Applicable Laws or relevant statute, regulation or code of conduct and practice affecting the conditions of service of its employees.

13.2 There has been no strike, work to rule, work stoppage, work interference activity or industrial action (official or unofficial) by any employee of any member of the Group, threatened or ongoing. There are no workforce agreements, collective bargaining or procedural or other agreements or arrangements affecting the directors, officers or employees of any member of the Group. No member of the Group is involved in, or has received notice of, any industrial or trade dispute or any dispute or negotiation with any trade union or association of trade unions or organization or body of employees and there is nothing likely to give rise to such a dispute or claim.

13.3 There are not in existence nor has any proposal been announced to establish any retirement, death or disability benefit schemes for directors or employees nor are there any obligations to or in respect of present or former directors or employees with regard to retirement, death or disability pursuant to which any member of the Group is or may become liable to make payments of a material nature and no pension or retirement or sickness gratuity of a material nature is currently being paid or has been promised by any member of the Group to or in respect of any former director or former employee.

- 13.4 There are no terms of employment, consultancy, appointment or contract for any employees of any member of the Group which provide that a change in control of any member of the Group (howsoever defined therein) shall entitle any employee to treat the change in control as amounting to a breach of the contract or entitling him to any payment or benefit or enhanced notice period whatsoever or entitling him to treat himself as redundant or dismissed or released from any obligation.
- 13.5 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 and Applicable Law, all social insurance, housing provident funds, wages, salaries, commissions, bonuses, benefits and other financial compensation due to or on behalf of such employees (including without limitation for the old pension system under the Labor Standards Act of Taiwan, the new pension system under the Labor Pension Act of Taiwan, labor insurance under the Labor Insurance Act of Taiwan, and national health insurance under the National Health Insurance Act of Taiwan).
- 13.6 There is no material claim with respect to the payment of social insurance (including without limitation for the old pension system under the Labor Standards Act of Taiwan, the new pension system under the Labor Pension Act of Taiwan, labor insurance under the Labor Insurance Act of Taiwan, and national health insurance under the National Health Insurance Act of Taiwan), housing provident funds, severance payment, pension, occupational accident compensation, wages, salary, overtime pay, benefits, other remuneration and other financial compensation that has been asserted or is now pending or threatened in writing before any Authority with respect to any persons currently or formerly employed by any member of the Group.
- 13.7 There are not in existence any contracts of service with the directors, officers or key employees of any member of the Group which cannot be terminated by three (3) months' notice or less without giving rise to any claim for damages or compensation.
- 13.8 No notice to terminate or suspend the contract of employment of any director, officer or key employee of any member of the Group (whether given by such member of the Group or by the employee) is pending, outstanding or threatened.

#### **14. ENVIRONMENT**

- 14.1 Each member of the Group is and has at all times been in compliance with all environmental laws governing its business and operations, including, without limitation: (i) all requirements of environmental law relating to the discharge and handling of hazardous substances; (ii) all requirements of environmental law relating to notice, record keeping and reporting; and (iii) all requirements of environmental law relating to obtaining and maintaining licenses for the ownership of its properties and assets and the operation of its businesses as presently conducted, including licenses relating to the handling and discharge of hazardous substances.
- 14.2 There are no notices, claims, actions, suits, audits, (so far as such Obligor is aware after due inquiry) investigation or proceedings by or before any Authority pending or threatened against any member of the Group, or its respective businesses, operations, properties, or assets, issued by any Authority or third party with respect to any environmental laws in connection with, related to or arising out of the ownership by the relevant member of the Group or its respective properties or assets or the operation of its respective businesses.
- 14.3 No toxic industrial waste or toxic substance (as defined in any environmental legislation) or any other toxic or hazardous gaseous, liquid or solid material or waste that may or could pose a hazard to the environment or human health or safety, is or has been present at, on or under, or has been spilt, leaked, released, deposited, discharged or disposed in the soil or water in, under, around or upon any real properties owned, leased or occupied by any member of the

Group (or at any other property by any member of the Group or any of its predecessors), except where such discharge or disposal is made by the Group in compliance with all Applicable Laws and regulations where it carries on business, or where such spill, leakage, release, deposit, discharge or disposal would not result in any liability under any Applicable Laws or regulations.

## **15. LITIGATION, ARBITRATION OR INVESTIGATIONS**

- 15.1 As of the date of the Implementation Agreement, no claims, actions, suits, inquiry, disciplinary action, investigation, litigation, arbitration or administrative proceeding is current or pending or, so far as such Obligor is aware, threatened, to restrain the entry into, exercise of the Company's rights under and/or performance or enforcement of or compliance with its obligations under the Implementation Agreement.
- 15.2 As at the date of the Implementation Agreement, no claims, actions, suits, inquiry, disciplinary action, investigation, litigation, arbitration or administrative proceeding is current or pending or, so far as such Obligor is aware, threatened, against any member of the Group or any of the Group's directors, officers, agents, employees, affiliates or any other person acting for or on behalf of the foregoing outside of the ordinary course of business.
- 15.3 As of the date of the Implementation Agreement, there is no investigation or enquiry by, any court, tribunal, arbitrator, Authority or regulatory body outstanding or (so far as such Obligor is aware after due inquiry) anticipated against any member of the Group or any of the Group's directors, officers, agents, employees, affiliates or any other person acting for or on behalf of the foregoing.
- 15.4 No member of the Group is operating under, or subject to, or in default with respect to any order, injunction, attachment or ruling of any court, tribunal, arbitrator, Authority or regulatory body, domestic or foreign.

By  
**YANG MING-HSIANG**

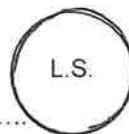
  
Signature of Witness

Address of Witness: 5F, 1 Industry E. 2nd Rd. Hsinchu Science Park, Taiwan

Signature

EXECUTED, SEALED AND DELIVERED  
AS A DEED BY  
for and on behalf of  
QUEENBEST DEVELOPMENT LIMITED

)  
) 楊名朝  
)  
)  
)  
) Name: YANG MING-HSIANG  
) Title: Director  
)






in the presence of:- Taiwan

Signature of Witness

Name of Witness: CHEN JUI-HSIEN

Address of Witness: 5F, 1 Industry E. 2nd Rd. Hsinchu Science Park, Taiwan

)    
 )  
 )  
 ) Name: YANG MING-HSIANG  
 ) Title: Director  
 )

  
Signature of Witness


Name of Witness: CHEN JUI-HSIEN  
Address of Witness: 5F, 1 Industry E. 2nd Rd. Hsinchu Science Park, Taiwan

YANG MING-HSIANG

Signature of Witness

Address of Witness: 5F, 1 Industry E. 2nd Rd. Hsinchu Science Park, Taiwan

By  
**WEI HUNG-LI**

  
Signature of Witness

Address of Witness: 5F, 1 Industry E. 2nd Rd. Hsinchu Science Park, Taiwan

*Signature*

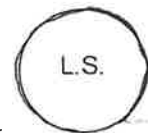
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台儀投資事業有限公司 TAI-YI INVESTMENT CO.  
LTD

*[Signature]*  
Signature of Witness

Address of Witness: 5F, 1 Industry E. 2nd Rd. Hsinchu Science Park, Taiwan



Name: JuT Chieh Chang  
Title: Chairman

## ACKNOWLEDGEMENT

We hereby acknowledge receipt of the Undertaking.

For and on behalf of  
**Watlow Electric Manufacturing Company**

A handwritten signature in black ink, appearing to read 'Charles R. Gilmore', is written over a horizontal line.

Name: Charles R. Gilmore

Title: Director

Date:

*[Signature Page to Irrevocable Undertaking]*

Date : January 2, 2026

To : **Watlow Electric Manufacturing Company**  
12001 Lackland Road  
St. Louis, Missouri 63146

Dear Sirs/Madams

## DEED OF IRREVOCABLE UNDERTAKING

### 1. INTRODUCTION

This deed of irrevocable undertaking is executed by me, **CHEN, YU-YUAN (陳宥楹)** (also known as **CHEN TSOU-WEI (陳鄒偉)**), in connection with the scheme of arrangement to be proposed under section 86 of the Companies Act for the implementation of the privatization (the “**Proposal**”) of Genes Tech Group Holdings Company Limited (the “**Company**”) by Watlow Electric Manufacturing Company (and/or a party approved in writing by it) (the “**Offeror**”) substantially on the terms and conditions set out in the joint announcement published by the Offeror and the Company on November 14, 2025 pursuant to Rule 3.5 of the Takeovers Code in respect of the Proposal (the “**Announcement**”).

### 2. INTERPRETATION

2.1 Capitalized terms used but not defined herein shall have the meanings assigned to them in the Announcement.

2.2 In this Undertaking, the following terms shall have the following meanings:

“**CCASS**” means the Central Clearing and Settlement System established and operated by HKSCC;

“**CCASS Participant**” means a person admitted for the time being by HKSCC as a participant of CCASS;

“**Company Shares**” means (i) the Shares owned by me as specified in Clause 3.1(a), (ii) any other Shares which I may, directly or indirectly, and through my nominee(s) or otherwise, acquire on or after the date hereof, and (iii) any other Shares attributable to or derived from the Shares referred to in (i) and (ii) (including, without limitation, any scrip dividend);

“**Competing Proposal**” means any offer by any person other than the Offeror involving (i) a sale, conveyance, transfer, assumption or other disposal of any direct or indirect interest in all or substantially all of the assets, business and/or undertakings of the Group; (ii) a general offer for the Shares or a partial offer for some of the Shares; (iii) a scheme of arrangement involving any of the entities in the Group or the merger of any entities in the Group with any other entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); (iv) any other arrangement having an effect similar to any of (i) to (iii); or (v) a transaction or series of related transactions which would or is reasonably likely to preclude, restrict, frustrate, delay or impede the Proposal and/or the Scheme. For the purpose of this definition, a Competing Proposal will be deemed to be for all or substantially all of the assets, business and/or undertakings of the Group if the relevant assets, business and/or undertakings in question constitute a “material amount” as defined in Note 6 to Rule 4 of the Takeovers Code;

**“Dispatch Date”** means the date of dispatch of the Scheme Document;

**“EGM”** means the extraordinary general meeting of the Company to be convened for the Shareholders to consider and vote on, among other things, the necessary resolutions for the implementation of the Proposal;

**“Encumbrances”** means any liens, mortgages, charges, encumbrances, security interests, hypothecations, powers of sale, rights to acquire, options, restrictions, rights of first refusal, easements, pledges, title retention, trust arrangement, hire purchase, judgment, preferential right, rights of pre-emption and other third party rights and security interests or an agreement, arrangement or obligation to create any of the foregoing;

**“Group”** means the Company and its subsidiaries;

**“HKSCC”** means Hong Kong Securities Clearing Company Limited;

**“Notice”** means a notice to be given pursuant to the terms of this Undertaking, and shall be construed in accordance with Clause 11;

**“Parties”** means the named parties to this Undertaking and **“Party”** means any one of them;

**“Reduction”** means the proposed reduction (if any) of the issued share capital of the Company as a result of the Scheme under the Companies Act;

**“Undertaking”** means this Undertaking as amended or varied from time to time; and

**“Warranties”** means the representations and warranties given by me and contained in this Undertaking set out in Clause 6.1 and the expression **“Warranty”** means any one of them.

- 2.3 References herein to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
- 2.4 References herein to Clauses are to clauses in this Undertaking unless the context requires otherwise.
- 2.5 The expression the **“Offeror”** shall, where the context permits, include its successors and permitted assigns.
- 2.6 The *ejusdem generis* principle of construction shall not apply to this Undertaking. Any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.
- 2.7 The headings are inserted for convenience only and shall not affect the construction of this Undertaking.
- 2.8 Unless the context requires otherwise, words and expressions defined in the Companies Act shall bear the same respective meanings when used in this Undertaking.
- 2.9 In this Undertaking, references to:
- (a) being **“interested in”** or having **“interests in”** shares or securities shall be interpreted in accordance with the SFO;

- (b) “offer period” shall be interpreted in accordance with the Takeovers Code; and
- (c) the “Scheme” shall include any new, increased, renewed or revised offer made by or on behalf of the Offeror (or if by way of scheme of arrangement, imposed by the Grand Court of the Cayman Islands), howsoever to be implemented.

### **3. OWNERSHIP OF SHARES**

3.1 Subject to this Undertaking not having been terminated, I hereby represent, warrant and undertake as at the date hereof, on the Dispatch Date and the Effective Date that:

- (a) I am the beneficial owner of 49,950,000 Shares, held by Lego Securities Limited and Yuanta Securities (Hong Kong) Company Limited, free and clear of any Encumbrance and I have control over the exercise of the voting rights attached to all of the Company Shares; and
- (b) save as set out in paragraph (a) above, I am not interested in any other securities of the Company and do not have any rights to subscribe, purchase or otherwise acquire any securities of the Company.

### **4. DEALINGS**

4.1 I unconditionally and irrevocably undertake that I shall not, whether directly or indirectly through my nominee(s) or otherwise, and shall procure that my concert parties and the relevant registered holders of the Company Shares shall not, on or before the Effective Date, and other than in connection with the Scheme or pursuant to Clause 5 below, directly or indirectly:

- (a) offer, sell, transfer, charge, encumber, create or grant any option or Encumbrances over or otherwise dispose of (or permit any such action to occur in respect of) all or any of the Company Shares or any interest therein, or agree with any person (other than the Offeror) to do the foregoing;
- (b) accept or approve (or permit the acceptance or approval on my behalf of) any other proposal, offer or scheme of arrangement from any party other than the Offeror for all or any of the Company Shares, whether or not such other proposal, offer or scheme of arrangement is at a higher price than the Cancellation Price (as defined in the Announcement) for the Company Shares and/or on more favorable terms than under the Scheme;
- (c) approve, endorse, recommend, vote or agree to vote for, any Competing Proposal and shall cast, or procure the casting of, all votes in relation to the Company Shares against any Competing Proposal;
- (d) grant any proxy or enter into any voting agreement or similar arrangement with respect to the voting of, all or any of the Company Shares or any interest therein;
- (e) (i) solicit, initiate, induce, encourage or entertain any approach, expression of interest, offer or proposal (whether oral, written or otherwise) from; (ii) provide any information to or enter into any discussions or negotiations with; (iii) enter into any agreement, arrangement or understanding with; or (iv) announce or communicate any intention to do any of the foregoing to or with, any third party in connection with any Competing Proposal; or
- (f) enter, or propose to enter, into any arrangement, agreement, commitment or understanding with a view to effecting any of the matters in paragraphs (a) to (e) above.

- 4.2 I unconditionally and irrevocably undertake that I shall not, whether directly or indirectly through my nominee(s) or otherwise, offer to acquire, acquire or enter into any arrangement or contract to acquire any Shares or interest in the Shares.

## **5. IRREVOCABLE UNDERTAKING**

- 5.1 I unconditionally and irrevocably undertake to exercise or procure the exercise of the voting rights attached to all of the Company Shares (a) to vote in favor of the Scheme at the Court Meeting; and (b) to vote in favor of all resolutions at the EGM to approve the Reduction, and all resolutions proposed at the Court Meeting and the EGM to assist with the implementation of the Scheme or are necessary for the Scheme to become effective.

- 5.2 I unconditionally and irrevocably undertake that in exercising or procuring the exercise of any of the voting rights attached to the Company Shares in accordance with Clause 5.1:

- (a) if any of the Company Shares are registered under my name, I will complete, sign and deliver (or procure the signing and delivery of) the forms of proxy in accordance with the instructions printed on the forms of proxy (or other applicable instructions on the forms of proxy) to the Company's Hong Kong branch share registrar to vote in favor of all of the resolutions to be proposed at the Court Meeting and the EGM in accordance with Clause 5.1 by no later than five business days after the Dispatch Date, provided that I shall arrange for the duly completed and signed forms of proxy to be first provided to the Offeror and its financial adviser within three business days following the Dispatch Date for their review, and adopt the comments of the Offeror and its financial adviser in respect of the forms of proxy; and
- (b) if any of the Company Shares are deposited and registered in the name of HKSCC or its nominee and held in CCASS, I shall give all instructions, take all actions and execute all documents as may be necessary or required by the relevant CCASS Participant in respect of such Company Shares in a timely manner to ensure that the relevant CCASS Participant shall cause HKSCC or its nominee to vote in a manner which is in accordance with Clause 5.1 at the Court Meeting and the EGM.

- 5.3 I irrevocably undertake that I will not revoke or revise the forms of proxy or proxy and voting instructions made in accordance with Clauses 5.1 and 5.2, whether by way of writing, attending the meetings or otherwise.

- 5.4 I hereby unconditionally and irrevocably undertake that:

- (a) I shall exercise (or procure the exercise of) the voting rights attached to the Company Shares on any resolution which would assist implementation of the Scheme in accordance with the Offeror's reasonable instructions;
- (b) I shall not exercise (or permit the exercise of) any of the voting rights attached to the Company Shares other than in accordance with this Undertaking;
- (c) I shall, in my capacity as a Shareholder, during the period commencing on the date of this Undertaking and ending on the Effective Date, at any general meeting of the Company, vote against any resolution seeking approval from Shareholders for the following matters: (i) any dividend, other distribution or return of capital (whether in cash or otherwise) by the Company; (ii) any allotment or issue of shares or other securities convertible into shares, or grant of options or other rights to subscribe for shares by the Company; and (iii) any notifiable transaction or connected transaction (each as defined in the Listing Rules);

- (d) I shall not take any action, or omit to take any action, which would: (i) cause me to breach my obligations under this Undertaking; (ii) conflict with or diminish my obligations under this Undertaking; or (iii) otherwise frustrate the Proposal, the Scheme or its implementation; and
  - (e) to the extent it is within my power and authority to do so without contravention of any applicable laws, regulations or provisions of the Takeovers Code, I shall use all my best efforts to do or procure to be done or executed such other acts, things or documents as may be necessary, desirable or expedient to ensure that the my obligations herein are fulfilled, and to provide any information as the Offeror may reasonably require to undertake and give full effect to the Scheme as expeditiously as possible.
- 5.5 I shall notify the Offeror immediately should I become aware of any negotiations or discussions or of any approach or attempt to initiate any negotiations or discussions, or of any intention to make such an approach or attempt to initiate any negotiations or discussions, in respect of any Competing Proposal.
- 5.6 In the event that for whatever reason I shall fail to perform my obligations to vote in favor of the Scheme in accordance with the provisions of this Undertaking, I hereby irrevocably appoint any of the directors of the Offeror to be my attorney and proxy, with full power of substitution and re-substitution, in my name and behalf, to execute the relevant proxy forms and all other documents and to do all other acts and things as may be necessary, desirable or expedient to vote in favor of the Scheme in respect of the Company Shares.
- 5.7 Without prejudice to any other rights or remedies which the Offeror may have, I acknowledge and agree that the Offeror may be irreparably damaged and may not have an adequate remedy at law in the event that the provisions of this Undertaking have not been performed by me in accordance with its terms. I therefore agree that the Offeror shall be entitled to seek equitable relief, without posting a bond, including an injunction and/or specific performance, to enforce provisions of this Undertaking, in addition to any other remedy to which the Offeror may be entitled at law. I agree that if any action should be brought by the Offeror in equity to enforce any of the provisions of this Undertaking, I shall not raise the defence that there is an adequate remedy at law.
- 5.8 In the event of a breach by me of Clause 4 or 5 of this Undertaking, I shall compensate and indemnify the Offeror immediately on demand for its and its affiliates' loss, costs and expenses incurred in connection with the Proposal and the Scheme.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1 Subject to this Undertaking not having been terminated, I represent and warrant to the Offeror that each of the following Warranties is true and accurate in all respects and not misleading in any respects at the date of this Undertaking by reference to the facts and circumstances existing at such date, and, on the Dispatch Date and the Effective Date, I shall be deemed to represent and warrant to the Offeror that each of the following Warranties is true and accurate in all respects and not misleading in any respects at the Dispatch Date and the Effective Date by reference to the facts and circumstances existing at such date (for this purpose only, where in a Warranty there is an express or implied reference to the "date of this Undertaking", that reference is to be construed as a reference to the Dispatch Date or the Effective Date (as the case may be)):
- (a) **Capacity and authority:** I have full power and capacity and have taken all actions necessary to execute and deliver this Undertaking and to exercise all my rights and perform all my obligations under this Undertaking in accordance with its terms;

- (b) **Binding obligations:** My obligations under this Undertaking and each document to be executed on or before the Effective Date will constitute, or where the relevant document is executed, constitutes, my valid, legal and binding obligations, enforceable against me in accordance with their respective terms;
- (c) **No default:** Neither the execution nor performance of this Undertaking (or a document to be executed on or before the Effective Date) nor the making and completion of the Scheme will result in or amount to, a violation or breach by me of any (i) Applicable Law, (ii) order, writ, injunction, decree of any Authority, or (iii) contract, agreement, undertaking or commitment to which I am a party or by which I am or my assets are bound;
- (d) **Solvency:** I am not bankrupt or unable to pay my debts as they fall due within the meaning of any laws relating to bankruptcy applicable to me, there are no proceedings in relation to any compromise or arrangement with creditors or any bankruptcy proceedings concerning me, no steps have been taken to enforce any security over my assets, no bankruptcy order or debt relief order (including any bankruptcy application or petition) has been issued against me, no negotiations have been commenced with my creditors with a view to rescheduling or restructuring any of my indebtedness or with a view to entering into a composition, scheme, debt repayment scheme, compromise, assignment or other similar arrangement with any of my creditors, no trustee in bankruptcy or similar officer or person has been appointed in respect of my assets, and no similar or analogous proceedings to any of the foregoing have been initiated in any applicable jurisdiction in relation to me;
- (e) **Consent:** The execution, delivery of and performance by me of my obligations under this Undertaking will not require me to obtain any consent or approval of, or give any notice to or make any registration with any Authority which has not been obtained or made at the date of this Undertaking; and
- (f) **No Litigation:** No litigation, arbitration or administrative proceeding against me or the Company Shares is current or pending or threatened to restrain the entry into, exercise of my rights under and/or performance or enforcement of or compliance with my obligations under this Undertaking.

6.2 Each of the Warranties shall be construed as a separate and independent warranty and (save where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other term of this Undertaking or any other Warranty.

6.3 I hereby agree, to the extent permissible under Applicable Laws, to disclose as soon as reasonably practicable to the Offeror in writing upon becoming aware of the same any matter, event or circumstance (including any omission to act) which may arise or become known to me after the date of this Undertaking up to and including the Effective Date which may constitute a breach of any of the Warranties if given at any time up to and including the Effective Date or which might make them untrue, inaccurate or misleading in any respect.

## 7. CONFIRMATION

I confirm that, save for this Undertaking:

- (a) I do not have any agreement, arrangement or understanding (whether formal or informal, written or oral) with the Offeror and its concert parties to obtain or consolidate effective control of the Company;



- (b) I have no agreement, arrangement or understanding (whether formal or informal, written or oral) with the Offeror and its concert parties pursuant to which the Offeror can direct, instruct, prescribe, advise or otherwise influence me on the exercise of the voting rights attached to the Company Shares; and
- (c) there is no relationship between myself and/or my concert parties, on the one hand, and the Offeror and its concert parties, on the other hand, that would give rise to a presumption that I am acting in concert with the Offeror (and vice versa) in relation to the Scheme.

## **8. CONSENTS**

### **8.1 I agree to:**

- (a) the issue of the Scheme Document and any other announcement in connection with the Proposal with the references to me and to details of this Undertaking;
- (b) details of this Undertaking being set out in any other announcement in respect of the Scheme and in the Scheme Document; and
- (c) this Undertaking being available for inspection during the offer period.

### **8.2 I shall use commercially reasonable endeavors to give the Offeror all information and assistance as the Offeror or the Company may reasonably require in order to comply with the requirements of the Takeovers Code, the Listing Rules and all Applicable Laws in relation to the Proposal and the Scheme.**

## **9. CONFIDENTIAL INFORMATION**

I undertake to keep confidential (save for any disclosure as required by the Takeovers Code, the Listing Rules or any Applicable Law) (a) matters referred to in this Undertaking; and (b) all information I have acquired about the Offeror and agree to use the information only for the purposes contemplated by the Proposal.

## **10. TERMINATION**

### **10.1 This Undertaking shall terminate immediately if the Implementation Agreement (as defined in the Announcement) is terminated for any reason (other than as a result of a breach by me of my obligations set forth in this Undertaking) without the Scheme becoming effective.**

### **10.2 In the event of termination of this Undertaking in accordance with its terms, this Undertaking shall terminate in all respects with immediate effect, and no Party shall have any claim under this Undertaking against any other Party, save that:**

- (a) the provisions of Clauses 2 and 8 to 18 shall continue to apply in full force and effect thereafter; and
- (b) such termination shall be without prejudice to a Party's accrued rights and remedies, obligations and liabilities under this Undertaking as at the date of such termination.

## **11. NOTICES**

### **11.1 A Notice under or in connection with this Undertaking shall be:**

- (a) in writing and in English; and

- (b) delivered personally, sent by email or sent by courier to the Party due to receive the Notice at the email address or address as a Party may specify by notice in writing to the other Parties received before the Notice was dispatched.

## **12. GENERAL**

- 12.1 Any date, time or period referred to in this Undertaking shall be of the essence except to the extent to which the Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 12.2 I have been given a realistic opportunity to consider whether or not I should give this Undertaking and have received independent advice about the nature of this Undertaking.
- 12.3 Other than the Offeror, a person who is not a party to this Undertaking has no rights under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Undertaking.
- 12.4 Each and every obligation in this Undertaking shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, such part or parts as are unenforceable shall be deleted from this Undertaking and any such deletion shall not affect the enforceability of all such parts of this Undertaking as remain not so deleted.
- 12.5 No failure or delay by any party in exercising any of their rights under this Undertaking shall operate as waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.
- 12.6 This Undertaking contains the whole agreement between me and the Offeror relating to the subject matter of this Undertaking at the date hereof to the exclusion of any terms implied by law which may be excluded by contract, and supersedes any previous written or oral agreement between me and the Offeror in relation to the matters dealt with in this Undertaking.

## **13. COSTS**

I shall be responsible for my own fees and expenses in connection with the execution and performance of this Undertaking.

## **14. ENTIRE AGREEMENT**

This Undertaking constitutes the entire agreement and supersedes any previous agreements (if any) between the Parties relating to the subject matter of this Undertaking.

## **15. VARIATION**

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

## **16. FURTHER ASSURANCE**

I agree to take all such action or procure that all such action is taken as is reasonable in order to implement the terms of this Undertaking or any transaction, matter or thing contemplated by this Undertaking.

## **17. COUNTERPARTS**

This Undertaking 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 instrument.

## 18. GOVERNING LAW AND JURISDICTION

This Undertaking and any non-contractual rights or obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of Hong Kong. Any dispute, controversy or claim arising out of, in connection with or relating to this Undertaking, including the existence, interpretation, performance, invalidity, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre under the SIAC Administered Arbitration Rules in force when Notice of Arbitration is submitted in accordance with those rules ("**SIAC Rules**"), which SIAC Rules (save as modified in this Undertaking) are deemed to be incorporated by reference in this Clause. The tribunal shall consist of three arbitrators, who shall be nominated in accordance with the SIAC Rules. The seat, or legal place, of arbitration shall be Singapore. The language to be used in the arbitral proceedings and in all written communications and statements shall be English only. Judgment on any arbitral award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the arbitral award and an order of enforcement, as the case may be. It is agreed that nothing in this Clause shall prevent any party from applying at any time to the courts of any country for injunctive or other interim relief. The arbitral award shall be final and binding on the parties to the arbitration. The parties to the arbitration agree to be bound by and to act in accordance with the arbitral award. Unless otherwise specified in the arbitral award, the expenses of the arbitration (including witness fees and reasonable legal expenses) shall be borne by the losing party.



## ACKNOWLEDGEMENT

We hereby acknowledge receipt of the Undertaking.

For and on behalf of  
**Watlow Electric Manufacturing Company**



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Name: Charles R. Gilmore  
Title: Director  
Date: January 2, 2026