

Dated 13<sup>th</sup> December 2024

**Lu, ZhongMing**  
(as the Assignor)

and

**Link-Asia International Electronic Technology Limited**  
(as the Assignee)

and

**China Energy Storage Technology Development Limited**

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**DEED OF ASSIGNMENT**

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**IMPORTANT NOTE REGARDING REDACTION**

**Notice of Redacted Information:** Please take notice that certain information contained in this document has been redacted. Specifically, the private residential address and PRC identification card number of Lu ZhongMing has been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

**Confirmation of Adequacy:** The remaining information is considered adequate by China Energy Storage Technology Development Limited (the "**Company**"), its directors and the financial adviser to Fame Castle Enterprises Limited (the offeror) for the purpose of disclosing the nature and significance of the document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

This deed of assignment is made on the 13th day of December 2024

**BETWEEN**

- (1) Lu, ZhongMing, holder of mainland ID card No. [REDACTED], the address is [REDACTED] (“Assignor”);  
陸忠明，大陸身份證號碼 [REDACTED] 持有人，地址為 [REDACTED] (“轉讓人”);
- (2) **Link-Asia International Electronic Technology Limited**, a company incorporated in Hong Kong whose registered office is at Flat 1905, 19/F, Tower 3, China Hong Kong City, Tsim Sha Tsui, Kowloon, Hong Kong (“Assignee”); and
- (3) **China Energy Storage Technology Development Limited**, a company incorporated in the Cayman Islands whose registered office is at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman KY1-1108, Cayman Islands and whose principal place of business in Hong Kong is Flat 1905, 19/F, Tower 3, China Hong Kong City, Tsim Sha Tsui, Kowloon, Hong Kong (the “Listco”).

中國儲能科技發展有限公司，一家在開曼群島註冊成立的公司，註冊辦事處位於開曼群島 Fort Street 75，PO Box 1350, Grand Cayman KY1-1108, Clifton House，開曼群島，Grand Cayman KY1-1108，在香港的主要營業地點位於香港九龍尖沙咀中港城 3 座 19 樓 1905 室 (“上市公司”)

**WHEREAS**

- (A) The Assignor and Anhui Eagoal New Energy Group Co. Ltd (“Eagoal”) entered into an agency distribution agreement dated 15 October 2024 (the “Agency Agreement”) pursuant to which Eagoal (i) appointed the Assignor as its exclusive agency and granted the Assignor the exclusive right to distribute certain products (the “Products”) and the right for after-sale service in Hong Kong SAR and in Macau SAR and (ii) appointed the Assignor as its non-exclusive agency and granted the Assignor the non-exclusive right to distribute the Products and the right for after-sale service in the regions of Asia outside the mainland China, except Hong Kong SAR and Macau SAR.

轉讓人與安徽巡鷹新能源集團有限公司 (“巡鷹”) 簽訂了一份日期為 2024 年 10 月 15 日的代理分銷協定 (“代理協定”)，根據該協定，巡鷹 (i) 指定轉讓人作為代理區域內的香港和澳門地區 (“獨家代理區域”) 的獨家代理商，授予轉讓人作為獨家代理商，享有代理產品的獨家銷售權和售後服務權；並指定轉讓人作為代理區域內除了香港和澳門以外的國家和地區 (“非獨家代理區域”) 一般代理商，並授予代理商享有代理產品(條款 2.2 約定)的一般銷售權和售後服務權。

- (B) The Assignee is an indirect wholly owned subsidiary of the Listco, whose shares are listed on the Main Board on The Stock Exchange of Hong Kong Limited (stock code: 1143). As at the date of this deed, the Listco has an authorised share capital of HK\$1,500,000,000

divided into 75,000,000,000 ordinary shares with a par value of HK\$0.2 each, of which 224,289,185 ordinary shares have been issued and fully paid up.

受讓人是上市公司的間接全資子公司，上市公司是香港聯合交易所有限公司的主板上市公司（股票代碼：1143）。截至本轉讓契據簽署之日，上市公司的已授權股本為 1,500,000,000 港元，分為 75,000,000,000 股每股面值 0.2 港元的普通股，其中 224,289,185 股普通股已發行並全部繳足。

- (C) The Assignor has agreed to assign all his rights, obligations title, interest, and benefit, in and to the Agency Agreement to the Assignee with effect from the Effective Date (as defined below) on the terms of this deed. In consideration thereof, the Assignee has agreed to procure the Listco to, and the Listco has agreed to pay the Assignor HK\$45,000,000 on the terms of this deed.

轉讓人已同意將其代理協定項下的所有權利、義務、頭銜、利益和權益轉讓給受讓人，自本轉讓契據條款規定的生效日期（定義見下文）起生效。鑒於此，受讓人已同意與上市公司根據本轉讓契據的條款向轉讓人支付對價（定義見下文）。

- (D) The funds required for the transaction consideration shall be raised by the Listco through a rights issue.

交易對價所需資金將由上市公司通過供股完成募集。

#### **IT IS HEREBY AGREED THAT:**

茲同意如下：

#### **1. DEFINITIONS AND INTERPRETATION**

##### **定義與解釋**

- 1.1 In this deed (including the recitals), the following expressions shall, unless the context otherwise requires, have the following meanings:

在本轉讓契據(包括序文)中，除非文義另有所指，下列詞語應具有下列含義：

**“Assignment”** means the proposed assignment of by the Assignor of all his rights, obligations, title, interest, and benefit in and to the Agency Agreement to the Assignee in accordance with the terms and conditions set out in this deed;

**“转让”** 指转让人按照本轉讓契據所规定的条款和条件将其在代理協定項下的所有權利、義務、頭銜、利益和權益轉讓給受讓人。

**“Condition(s)”** means the condition(s) set out in Clause 4.1;

|                         |  |
|-------------------------|--|
| “條件”                    | 系指第 4.1 條規定的條件；  |
| “connected person”      | has the meaning ascribed thereto in the Listing Rules;   |
| “關連人士”                  | 之定義見上市規則中相關規定；   |
| “core connected person” | has the meaning ascribed thereto in the Listing Rules;   |
| “核心關連人士”                | 之定義見上市規則中相關規定；   |
| “Effective Date”        | means the date on which the Assignment shall become effective and the completion of the Assignment shall take place in accordance with Clause 5.1; |
| “生效日期”                  | 系指轉讓生效的日期，以及對價股按照第 5.1 條支付的日期；   |
| “Encumbrances”          | means liens, charges, security interests, encumbrances, adverse claims, options and third party rights;  |
| “抵押權”                   | 是指留置權、押記、擔保權益、抵押權、逆求權、期權和協力廠商權利；   |
| “Listing Rules”         | means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the time being in force;                        |
| “上市規則”                  | 指現時有效的《香港聯合交易所有限公司證券上市規則》；   |
| “Long Stop Date”        | means the date falling six months after the date of this deed (or such other date as the Parties may agree in writing);                            |
| “有效期”                   | 系指本轉讓契據日期（或雙方書面約定的其他日期）後六個月的日期；  |
| “Shareholder(s)”        | means the holder(s) of the Shares from time to time;   |
| “股東”                    | 系指不時持有股份的人；  |
| “Rights issue”          | means that a listed company offers its existing shareholders the right to subscribe for newly issued shares  |

in a certain proportion, which shall be approved by a vote at the upcoming general meeting of shareholders of the listed company

“供股” 指上市公司向其現有股東按照一定比例提供認購新發行股份的权利，該事項須經即將召開的上市公司股東大會以投票方式投票通過

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

“聯交所” 指香港聯合交易所有限公司；

- 1.2 In this deed, references to any statute, statutory provision, Listing Rule include a reference to that statute, statutory provision, Listing Rule as from time to time amended, extended or re- enacted.

在本轉讓契據中，對任何法律、法規條文、上市規則的引用均指該法律、法規條文、上市規則經不時修訂、補充或重新頒佈後的現行有效版本。

- 1.3 In this deed, references to persons include references to bodies corporate, references to singular include references to the plural and vice versa; and words denoting one gender only shall include other genders.

在本轉讓契據中，提及的人員包括法人團體，提及的單數包括複數，反之亦然；僅表示一種性別的詞語應包括其他性別。

- 1.4 Headings are inserted for convenience only and shall not affect the interpretation of this deed.

插入標題僅為方便起見，不影響對本轉讓契據的解釋。

- 1.5 All references in this deed in relation to any time, date or period shall mean Hong Kong time.

本轉讓契據中有關任何時間、日期或期間的所有提述均指香港時間。

- 1.6 References to Clauses and Sub-clauses are references to clauses and sub-clauses of this deed.

對條款及子條款的引用均指本轉讓契據中的條款及子條款。

- 1.7 Except as otherwise provided for in this deed, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of, or enjoy any benefit under, this deed and the consent of any person who is not a party hereto is not required to rescind or vary this deed at any time.

除本轉讓契據另有規定外，非本轉讓契據的當事人無權根據《合約（第三者權利）條例》（香港法例第 623 章）執行本轉讓契據的任何條款或享有本轉讓契據的任何利益，而非本轉讓契據當事人的任何人士亦可隨時撤銷或更改本轉讓契據。

## **2. Assignment**

### **轉讓**

- 2.1 Subject to the terms and conditions of this deed, the Assignor shall assign all his rights, obligations, title, interest, and benefit in and to the Agency Agreement to the Assignee, free from any Encumbrance, with effect from the Effective Date.

在本轉讓契據的條款和條件的約束下，轉讓人應自生效日起，無任何負擔地將其代理協定項下的所有權利、義務、所有權、權益及利益轉讓給受讓人。

## **3. Consideration for transaction**

### **交易對價和收款账户**

- 3.1 The total consideration for the assignment is HK \$45,000,000 and the Assignee shall pay such consideration to the Assignor pursuant to this deed within 30 working days after the completion of the Rights Issue by the Listco.

轉讓的總對價為港幣 45,000,000 元，受讓人須於上市公司完成供股後 30 個工作日內，根據本轉讓契據向轉讓人支付該對價。

- 3.2 The Assignor's account for receiving the transaction consideration is as follows:

轉讓方收取交易對價的帳戶如下：

#### 4. Conditions precedent

##### 先決條件

- 4.1 The obligations of the parties under Clause 5 with respect to the taking effect of the Assignment shall be conditional upon all of the following Conditions having been satisfied (or waived by the Assignee):

本轉讓契據第 6 條關於轉讓生效的各方義務須以下列所有條件得到滿足 ( 或由受讓人豁免 ) 為前提 :

- (a) Completion of the rights issue financing by the Listco.

上市公司完成供股融資

- (b) The shareholders of the Listco have approved at the general meeting (among other matters) that (i) the rights issue financing obtained in accordance with the Articles of Association of the Listco and applicable laws, regulations, and rules (including but not limited to the Listing Rules); and (ii) the Assignment, and the transactions contemplated thereunder, shall remain fully effective as of the Effective Date; and

上市公司股東在股東大會上批准 ( 除其他事項外 ) (i) 根據《上市公司章程細則》及適用法律、法規及規則 ( 包括但不限於《上市規則》 ) 獲得的供股融資; 及 (ii) 轉讓, 及其下預期進行的交易, 在生效日期保持全面有效 ;

- (c) The necessary consents and approvals relating to the transactions contemplated under this Deed have been obtained from the relevant stock exchanges and other administrative, governmental or regulatory authorities in accordance with the Listing Rules or any applicable laws, regulations and other requirements of governmental or regulatory authorities.

已根據上市規則或任何適用法律、法規以及政府或監管機構的其他規定, 從相關證券交易所及其他行政、政府或監管機構獲得了本轉讓契據項下擬進行的交易有關的必要同意和批准。

- (d) the warranties given by the Assignor under Clause 6.1 remaining true, accurate and complete in all respects and not misleading in any respect as at the Effective Date;

轉讓人根據第 6.1 條作出的保證在生效日期在各方面保持真實、準確和完整, 不存在任何誤導性 ;

- 4.2 The Assignee may in its absolute discretion waive on such conditions as it may impose any of the above Conditions or any part thereof (other than the Conditions referred to in Clause 4.1(a), (b) and (c)) at any time by notice to the Assignor. If any of the above Conditions is not satisfied (or waived) on or before the Long Stop Date, this deed will lapse and neither party to this deed may have any claim against each other save for antecedent breaches.

受讓人可根據其絕對酌情權，隨時通知轉讓人，放棄其可能施加的任何上述條件或其中任何部分的條件(第 4.1(a)、(b)和(c)條所述條件除外)。如果上述任何條件在有效期或之前未得到滿足(或放棄)，則本轉讓契據將失效，除先前違約外，本轉讓契據的任何一方均不得向對方提出任何索賠。

- 4.3 The Assignor shall provide any information, documents, and all actions and matters that may be required by the Assignee, the Listco, and/or the Stock Exchange to facilitate the Listco 's application to the Stock Exchange for the rights issue and trading permission, as well as the fulfillment of the Conditions.

轉讓人應提供受讓人、上市公司和/或證券交易所可能要求的資訊、檔和所有行為和事項，以便利上市公司向證券交易所申請供股和交易許可以及條件的履行。

## 5. **Effective Date**

生效日

- 5.1 Subject to the fulfilment (or waiver) of the Conditions in accordance with Clause 4, the Assignment shall become effective on the thirtieth Business Day after the last of the Conditions (or such other date as agreed between the parties) has been satisfied (or waived), and on which the events described in Clauses 5.2 and 5.3 shall occur or have occurred.

在根據第 4 條履行(或放棄)條件的前提下，轉讓應在最後一個條件(或雙方約定的其他日期)得到滿足(或放棄)並且第 5.2 條所述事件將在該日發生或已經發生後的三十個工作日內生效，

- 5.2 On or before the Effective Date, the Assignor shall provide evidence satisfactory to the Assignee that written notice of assignment in relation to the Assignment, in form satisfactory to the Assignee, has been given by the Assignor to Eagoal .

在生效日期或之前，轉讓人应向受讓人提供令受讓人满意的证据，表明轉讓人已以合理有效的形式向巡鷹发出与转让有关的书面转让通知。

## 6. Representations and warranties and undertakings

### 聲明、保證和承諾

#### 6.1 The Assignor unconditionally and irrevocably represents and warrants to the Assignee and the Listco that:

轉讓人無條件且不可撤銷地向受讓人和上市公司表示和保證：

- (a) he has the right, power and authority to enter into, execute, deliver and perform this deed and that this deed (and its performance) has been duly authorised (such authorisation remaining in full force and effect) and executed by, and constitutes valid and legally binding and enforceable obligations of him;

其有權、有能力並有許可權簽訂、執行、交付及履行本轉讓契據，且本轉讓契據（及其履行）已由其適當授權（該授權持續有效）並簽署，構成其合法、有效並可強制執行的義務；

- (b) the entering into, execution, delivery and performance by the Assignor of this deed will not (i) conflict with or results in a breach or a default under any agreement, instrument, order, judgment or other restriction which binds the Assignor; or (ii) violate any law, rule or regulation of any jurisdiction to which it is subject in respect of the transactions contemplated hereunder;

轉讓人簽訂、執行、交付及履行本轉讓契據不會 (i) 與對轉讓人具有約束力的任何協議、檔、命令、判決或其他限制相衝突或導致違約或構成違約；或 (ii) 違反其因本轉讓契據項下擬進行的交易而需遵守的任何司法管轄區的任何法律、規則或規定。

- (c) all information (whether oral, written, electronic or in any other form) provided by him to the Assignee and the Listco for the purpose of or in connection with the transaction contemplated hereunder were, when supplied and published, true and accurate in all material respects and not misleading in any respect;

為本轉讓契據項下擬進行的交易之目的或與此相關的由其向受讓人及上市實體提供的所有資訊（無論口頭、書面、電子形式或其他任何形式），在提供和公佈時，在所有重大方面均為真實、準確，且在任何方面均不具誤導性；

- (d) he is entitled to assign, transfer or dispose all of its right and obligations under the Agency Agreement to the Assignee in accordance with the terms hereof without

the consent of Eagoal ;

其有權根據本轉讓契據的條款，無需 Eagoal 的同意，將代理協定項下的所有權利和義務轉讓、轉移或處置給受讓人。

- (e) he is the legal and beneficial of all his rights, title, interest, and benefit in and to the Agency Agreement, free from Encumbrances, and the Agency Agreement is valid, enforceable and subsisting against the parties thereto;

其為代理協定項下所有權利、所有權、權益及利益的合法及實益擁有人，且上述權利、所有權、權益及利益不受任何負擔限制，代理協定對各相關方而言是有效的、可強制執行的且持續有效。

- (f) he is taking up the transaction consideration as a principal and not as agent or trustee for any other person;

其接受交易對價是作為其本人而非作為任何其他人的代理人或受託人。

- (g) he does not hold or is not otherwise beneficially interested in any Shares;

他不持有任何股份，或在其他方面對任何股份沒有實益利益；

- (h) Prior to the completion of the transaction under this Deed, he is and will remain a third party (i) independent of the directors, chief executive officer, and any associates of the Listco and its related subsidiaries, and (ii) is not associated with the Listco or any of its associates;

在根據本轉讓契據交易完成之前，他是並將是獨立第三方，(i)獨立於上市公司的董事、首席執行官或其相關子公司的任何關聯方，以及(ii)與上市公司或其任何關聯方無關；

6.2 Each of the warranties given under Clause 6.1 above shall:

根據上文第 6.1 條作出的每一項保證應：

- (a) be construed as separate and independent and shall not be limited by reference to any other provisions in this deed; and

應被視為獨立且分開的條款，不應因參照本轉讓契據中的任何其他條款而受到限制；

- (b) be made as of the date of this deed and be deemed to be repeated on the Effective Date immediately before the Assignment becoming effective and immediately before the completion of the allotment and issue of the Consideration for transaction with reference to the facts and circumstances then existing.

應視為於本轉讓契據簽訂之日作出，並應在轉讓生效前立即以及在交易對價支付前，立即根據當時的實際情況進行重述。

6.3 The Assignor hereby further represents, warrants and undertakes to the Assignee and the Listco as follows:

轉讓人在此進一步向受讓人 and 上市公司聲明、保證和承諾如下：

- (a) the Assignor hereby guarantees to the Assignee that the revenue receivable by the Assignee arising from and under the rights, title, interest, and benefit in and to the Agency Agreement as assigned to the Assignee under the Assignment shall be not less than HK\$280,000,000 in aggregate for the first three calendar years (the “**Minimum Revenue Guarantee**”) during the subsistence of the Agency Agreement, and in the event that the actual revenue received for any such year is lower than the Minimum Revenue Guarantee (as determined by the audited consolidated financial statements of the Listco), the Assignor shall within three months upon demand of the Assignee (i) pay to the Assignee an amount equal to 15% of the such shortfall in cash; (ii) or purchase or procure third parties to purchase Products from the Assignee in a total amount equal to such shortfall so that the Minimum Revenue Guarantee can be satisfied;

轉讓人在此向受讓人保證，在代理協定存續期間的前三個日曆年（“最低收入保證”），受讓人因代理協定中轉讓給受讓人的權利、所有權、利益和利益而產生的和根據該協定轉讓給受讓人的權利、所有權、利益和利益而產生的應收收入合計不少於港幣 280,000,000 元，如果該等年度的實際收入低於最低收入保證（由上市公司經審計的合併財務報表確定），轉讓人應在受讓人要求時在三個月內(i)向受讓人支付該等現金短缺的 15%；(ii) 或購買或促使協力廠商從受讓人購買與該差額相等的產品，以滿足最低收入保證；

- (b) the Agency Agreement shall remain valid and effective for the full term as stipulated therein and the Agency Agreement will not be terminated early without the written consent of the Assignee; and

代理協定在其規定的全部期限內繼續有效，未經受讓方書面同意，代理協定

不得提前終止；

- (c) during the subsistence of the Agency Agreement, the Assignor shall not do or omit to do anything which might result in a material adverse effect to the rights, title, interest and benefit in and to the Agency Agreement as assigned to the Assignee under the Assignment.

在代理協定存續期間，轉讓人不得做或不做任何可能對根據轉讓協定轉讓給受讓人的代理協定中的權利、所有權、利益和利益產生重大不利影響的事情。

## **7. Further assurance**

進一步保證

- 7.1 Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to give full effect to this deed.

各方應做或促使完成所有進一步的行為和事項，並應簽署和交付所有其他協定、證書、檔和文書，以使本轉讓契據充分生效，只要這些請求是另一方合理提出的。

- 7.2 The Assignor undertakes that it will, immediately upon demand by the Assignee, and entirely at its own cost and expense, do, or permit to be done, everything which the Assignee may from time to time require to be done for the purpose of exercising, enforcing and protecting all the rights and benefits under the Agency Agreement as assigned to the Assignee.

轉讓人承諾，隨時應受讓人要求，完全自費做或允許做一切必要的事情，以行使、實施和保護已轉讓給受讓人的代理協定項下的所有權利和利益。

## **8. Amendment**

修改

- 8.1 No amendment to this deed shall be valid unless it is in writing and duly executed by or on behalf of all parties.

對本轉讓契據的任何修改，除非以書面形式並由各方或代表各方正式簽署，否則均不有效。

## **9. Waivers**

### 豁免

- 9.1 No failure or delay by a party in exercising any right or remedy provided by law or under this deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

任何一方未能或延遲行使依據法律或本轉讓契據所賦予的任何權利或救濟，不應視為對該等權利或救濟的放棄或變更，亦不應影響或妨礙其在任何後續時間行使該等權利或救濟；任何一方對某項權利或救濟的部分或單獨行使，不應排除其進一步行使該項權利或救濟或行使其他任何權利或救濟。

## **10. Severability**

### 可分割性

- 10.1 If any provision of this deed is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this deed but without invalidating any of the remaining provisions of this deed.

若本轉讓契據的任何條款被認定為無效或不可執行，則該條款（就其無效或不可執行的部分）將不產生效力，並視為未包含於本轉讓契據中，但不影響本轉讓契據其餘條款的有效性和可執行性。

## **11. Assignment**

### 轉讓

- 11.1 No party shall nor shall it purport to assign, transfer, charge, pledge, delegate or otherwise deal with all or any of its rights under this deed nor grant, declare, create or dispose of any right or interest in it without the prior written consent of the other party. Any purported assignment in contravention of this Clause 12 shall be void.

任何一方未經另一方事先書面同意，不得轉讓、轉移、質押、抵押、委託或以其他方式處分其在本轉讓契據項下的全部或任何權利，亦不得授予、宣佈、設立或處置任何權利或權益。違反本第 10 條的任何轉讓均屬無效。

**12. Time of the essence**

時間是關鍵因素

- 12.1 Any time, date or period mentioned in this deed may be extended by written agreement between the Parties but, as regards any time, date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence.

本轉讓契據中提及的任何時間、日期或期間，得經各方書面協議予以延長；但就任何原定之時間、日期或期間，或上述經延長之任何日期或期間而言，時間應為本質性要素。

**13. Counterparts**

文本

- 13.1 This deed may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

本轉讓契據可由各方在多份相同的副本上分別簽署。每份副本均視為原件，但所有副本應共同構成同一份檔。

**14. Governing law**

適用法律

- 14.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hong Kong.

本轉讓契據及因本轉讓契據或其標的物或成立而產生的任何爭議或索賠（包括非合同性質的爭議或索賠）均應受香港法律管轄並根據香港法律解釋。

- 14.2 If this deed is translated into any other language, the English version shall prevail.

如果此轉讓契據被翻譯為其他語言，在釋義上存在爭議時，將以英文為準。

**15. Jurisdiction**

**管轄範圍**

- 15.1 Each party irrevocably agrees that the courts of Hong Kong shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

各方不可撤銷地同意，因本轉讓契據或其標的物或成立而產生的任何爭議或索賠（包括非合同性質的爭議或索賠），應提交香港法院解決，香港法院對此類爭議或索賠具有非專屬管轄權。

*[Signature pages follows]*

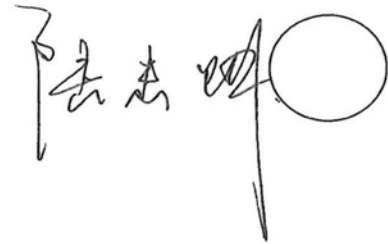
IN WITNESS WHEREOF this deed has been entered into as a deed the day and year first before written.

**SIGNED SEALED AND DELIVERED** )

as a DEED by )

**Lu, ZhongMing** )

in the presence of: )

Handwritten signature of Lu Zhongming in Chinese characters (陆志明) followed by a circular seal.

**EXECUTED AS A DEED**

by **LIN DAILIAN**

for an on behalf of

**Link-Asia International Electronic**

**Technology Limited**

in the presence of:

)  
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)  
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)  
)



EXECUTED AS A DEED )

by LIN DAILIAN )

for an on behalf of )

China Energy Storage Technology )

Development Limited) )

in the presence of: )

*Handwritten signature*

