

Execution

DATE: 15 April 2024

CHINA ENERGY STORAGE TECHNOLOGY DEVELOPMENT LIMITED
(formerly known as Link-Asia International MedTech Group Limited)
(as Company)

AND

SBI CHINA CAPITAL FINANCIAL SERVICES LIMITED
(as Placing Agent)

PLACING AGREEMENT
relating to the placing of up to
11,260,000 new shares in the share capital of
China Energy Storage Technology Development Limited

THIS AGREEMENT is made on the 15 day of April 2024

BETWEEN:

- (1) **CHINA ENERGY STORAGE TECHNOLOGY DEVELOPMENT LIMITED** (formerly known as Link-Asia International MedTech Group Limited), a company incorporated in Cayman Islands with limited liability and having its registered office at Clifton House, 75 Fort Street, PO Box 1350, Grand Cayman, KY1-1108, Cayman Islands and the principal place of business in Hong Kong at Suite 3501 & 3513-14, 35th Floor, Tower 6, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Company**”); and
- (2) **SBI CHINA CAPITAL FINANCIAL SERVICES LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at 4/F., Henley Building, No. 5 Queen’s Road Central, Central, Hong Kong (the “**Placing Agent**”).

WHEREAS:

- (A) As at the date of this Agreement, the Company has 195,773,185 issued Shares (as defined below). All the issued Shares are currently listed on the main board of the Stock Exchange (as defined below) (stock code: 1143).
- (B) The Company will allot and issue up to 11,260,000 new Shares in the share capital of the Company for the purpose of the Placing (as defined below) under the General Mandate (as defined below).
- (C) The Company proposes to offer for subscription and the Placing Agent has agreed to procure, as placing agent of the Company, the Placees (as defined below) as subscribers to subscribe for the Placing Shares (as defined below) on a best effort basis on the terms and subject to the conditions hereinafter mentioned.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals) the following expressions (except where the context otherwise requires) shall have the respective meanings set out below:

“acting in concert”	has the meaning as ascribed to it in The Hong Kong Code on Takeovers and Mergers
“Announcement”	the announcement proposed to be issued by the Company as soon as practicable following the execution of this Agreement
“associate”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of directors of the Company

“Business Day”	any day (not being a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“CCASS”	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)
“Completion”	completion of the Placing as provided in Clause 6
“Completion Date”	the date of Completion
“connected person”	has the meaning as ascribed to it under the Listing Rules
“General Mandate”	the general mandate granted to the Board by the Shareholders at the annual general meeting of the Company held on 8 June 2023 to allot, issue and deal with up to 34,505,837 new Shares
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Placee(s)”	any individual(s), corporate, institutional investor(s) or other investor(s) procured by the Placing Agent to subscribe for any of the Placing Shares pursuant to the Placing Agent’s obligations hereunder, subject to compliance with Clause 2.3
“Placing”	the offer by way of private placing of the Placing Shares by or on behalf of the Placing Agent to the Placee(s) on the terms and subject to the conditions set out in this Agreement
“Placing Letter”	the letter in such form to be determined by the Placing Agent to be sent to the proposed Placee(s) whom the Placing Agent has procured to subscribe for any of the Placing Shares
“Placing Price”	the price of HK\$1.59 per Placing Share

“Placing Shares”	11,260,000 new Shares to be allotted and issued pursuant to the terms and conditions of this Agreement which will rank pari passu in all respects with the Shares in issue as at the date of allotment of the Placing Shares and each, a “Placing Share”
“SFC”	the Securities and Futures Commission of Hong Kong
“Shares”	ordinary shares in the share capital of the Company and each, a “Share”
“Shareholders”	holders of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

1.2 Words and expressions defined in the Companies Ordinance shall unless the context otherwise requires have the same meanings in this Agreement.

1.3 In this Agreement, including the Recitals:

- (1) references to recitals and clauses are to recitals and clauses of this Agreement;
- (2) a reference to a statute or statutory provision includes a reference:
 - (a) to that statute or statutory provision as from time to time modified or re-enacted;
 - (b) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (c) to any subordinate legislation made under the relevant statute;
- (3) references to the singular include references to the plural and vice versa;
- (4) references to any gender include references to all genders;
- (5) references to persons include references to bodies corporate, unincorporated associations and partnerships; and
- (6) headings to clauses are for convenience only and do not affect interpretation of this Agreement.

2. APPOINTMENT OF THE PLACING AGENT

- 2.1 The Company hereby appoints the Placing Agent, upon and subject to the terms and conditions of this Agreement, as its placing agent to procure Placees to subscribe, at the Placing Price (together with brokerage (if any), such transaction levy as may be payable to the SFC for the Placing Shares and such trading fee as may be payable to the Stock Exchange for the Placing Shares to be borne and payable by the Placees) for the Placing Shares on a best effort basis. The Placing Shares shall be offered by way of Placing Letter by the Placing Agent to the Placee(s) (other than as agreed between the Placing Agent and the Company). The Placing Agent may in turn, at its own expenses, appoint its sub-placing agent(s) to procure the Placee(s) to subscribe for the Placing Shares.
- 2.2 The Placing Agent undertakes to the Company that the Placing Shares shall be placed to not less than 6 (six) Placees on a best effort basis unless otherwise agreed by the Company.
- 2.3 The Placing Agent will use its reasonable endeavours to ensure that the Placee(s) to be procured by or on behalf of the Placing Agent shall be independent of and not connected nor acting in concert with the Company and its the connected persons or any of their respective associates.
- 2.4 The Placing Agent undertakes to the Company that it will:
- (1) procure Placee(s) only in the course of communications with them over the telephone and without the despatch of documents until after legally binding commitments (which shall in all cases be conditional on the condition set out in Clause 3.1 of this Agreement to the extent that such condition has not been satisfied) to subscribe for the Placing Shares have been obtained from each Placee(s) in the course of such communications; and
 - (2) confine all statements it makes during the course of these communications strictly within the limits of the information contained in the Announcement.
- 2.5 The Placing Agent shall require any of its sub-placing agent(s) to or through whom it may effect the Placing or offer or sell any Placing Shares to comply with this Clause 2.
- 2.6 The Placing Agent shall have the right to charge the Placees with the commission or brokerage at rate(s) to be solely decided by the Placing Agent.

3. CONDITIONS

- 3.1 The obligations of the Placing Agent under Clause 2 and the obligations of the Company under Clause 6 are conditional upon fulfilment of the following conditions precedent:
- (a) the Listing Committee of the Stock Exchange granting or agreeing to grant the listing of, and permission to deal in, the Placing Shares; and
 - (b) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of this Agreement and the transactions contemplated hereunder having been obtained,

on or before 6 May 2024 (or such other date as the parties hereto may agree) (“**Long Stop Date**”).

- 3.2 Each of the Company and the Placing Agent shall use their respective best endeavours to procure the satisfaction of the conditions set out in Clause 3.1 by the time stated therein, but if the conditions shall not be so fulfilled on or before the Long Stop Date, all obligations of the Placing Agent and of the Company hereunder shall cease and be terminated and none of the parties hereto shall have any claim against the other in relation thereto (save in respect of (i) any antecedent breach of any obligation under this Agreement; and (ii) any liabilities under Clauses 7, 8, 9.2(2) and 10).
- 3.3 As soon as practicable and in any event no later than the day which is the third Business Day before the Long Stop Date, the Placing Agent will deliver to the Stock Exchange (and/or the SFC, if requested) details of the Placee(s) procured to subscribe for the Placing Shares including, inter alia, their names and addresses and the number of Placing Shares which they have respectively agreed to subscribe, and (if requested by the Stock Exchange and/or the SFC) together with acknowledgments signed by each of the Placees confirming, inter alia, that such Placee (and any of their nominees or beneficial owners) is independent of and not connected nor acting in concert with the Company and any of its connected persons or their respective associates.

4. ANNOUNCEMENT

- 4.1 The Company shall release the Announcement for publication as soon as practicable after execution of this Agreement.
- 4.2 Subject to any requirements of the Stock Exchange or other regulatory authorities or applicable laws and regulations, none of the parties hereto shall, directly or indirectly, make any announcement or communication other than the Announcement in relation to this Agreement or any matter ancillary thereto without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

5. LISTING

The Company undertakes to the Placing Agent that it will apply to the Stock Exchange for the listing of, and permission to deal in, the Placing Shares and the Placing Agent agrees to, and procure its sub-placing agent(s) (if any) to, sign any documents and take any action as may be required in connection with such application for the listing of, and permission to deal in, the Placing Shares (including but not limited to promptly supply to the Stock Exchange and/or the SFC such information as may be requested by the Stock Exchange and/or the SFC).

6. COMPLETION

- 6.1 Completion shall take place at 12:00 noon at the principal place of business of the Company in Hong Kong at Suite 3501 & 3513-14, 35th Floor, Tower 6, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong on the 2nd Business Day after the fulfillment of the conditions set out in Clause 3 (or such other date and place as the parties hereto may agree in writing).

6.2 At Completion:

- (1) the Placing Agent will pay to the Company in immediately available funds in an amount equivalent to the aggregate Placing Price for all the Placing Shares actually placed by the Placing Agent less all fees payable to the Company by the Placing Agent under Clause 9;
- (2) the Company shall, against receipt of a copy of bank deposit slip by the Placing Agent for the payment under Clause 6.2(1), allot and issue the Placing Shares in the name of HKSCC Nominees Limited and cause share certificate(s) of the Placing Shares to be delivered to the depositary of Hong Kong Securities Clearing Company Limited (HKSCC) no later than 12:00 noon on the Completion Date for credit to the CCASS participants' accounts of the Placing Agent (or as the Placing Agent may otherwise direct); and
- (3) the Placing Agent shall distribute the Placing Shares to the Placees according to their respective entitlements thereto upon receipt of the Placing Shares in the CCASS participants' accounts of the Placing Agent.

7. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to the Placing Agent that:

- (1) the Company was duly incorporated and is still validly existing in Singapore and there has been no petition filed, order made or resolution passed for the liquidation or winding up of the Company;
- (2) all the existing issued Shares are listed on the main board of the Stock Exchange;
- (3) subject to the fulfilment of the conditions set out in Clause 3.1, the Company has full power and authority to issue the Placing Shares, and all authorisations, approvals, consents and licences required by it have been obtained and are in full force and effect, in each case, to permit the entry by the Company into this Agreement and the due performance by the Company of its obligations hereunder and to permit the Placing to be undertaken in the manner set out herein;
- (4) all statements of fact (other than those relating to the Placing Agent) contained in the Recitals of this Agreement, the Announcement are true and accurate and not misleading in all material respects;
- (5) with respect to all announcements, notices and circulars published or issued by the Company on the HKEX news website of the Stock Exchange and/or to the Shareholders after the publication of the annual result of the Company for the year ended 31 December 2023 ("**Previous Publications**"), all statements of fact contained therein were true, accurate and not misleading in all material respects; and

- (6) the Placing Shares, when issued and fully paid up, will rank pari passu in all respects with the other Shares in issue as at the date of allotment and issue of the Placing Shares and the Placing Shares, when issued, will be free from all liens, charges, encumbrances, claims, options or other third party's rights together with all rights attaching thereto as at the date of allotment and issue of the Placing Shares.

8. INDEMNITY

The Company undertakes to indemnify, upon demand, the Placing Agent, against all or any costs, expenses (including reasonable and proper legal fees), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in disputing or defending any proceedings and/or in establishing its rights to be indemnified pursuant to this Clause 8 and/or in seeking advice in relation to any proceedings) brought or established against the Placing Agent by any Placee or by any governmental agency, regulatory body or other person which, in any such case, arises out of or in connection with any breach of any of the terms, warranties and representations contained in this Agreement by the Company and does not arise from the Placing Agent's or its respective sub-agent(s)' negligence, breach of this Agreement, fraud, bad faith or default.

9. PLACING COMMISSION

9.1 In consideration of the services of the Placing Agent in relation to the Placing and provided that Completion occurs in accordance with Clause 6, the Company shall pay to the Placing Agent a commission of 2 % of the aggregate Placing Price for the Placing Shares actually placed by the Placing Agent, which the Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 6.2(1).

9.2 In addition to the placing commission referred to in Clause 9.1:

- (1) other than brokerage (if any), such transaction levy as may be payable to the SFC for the Placing Shares and such trading fee as may be payable to the Stock Exchange for the Placing Shares which shall be borne and payable by the Placees or, as the case may be, the Placing Agent as specified in Clauses 2.1 and 9.3(2), the Company shall pay all fees payable to the Stock Exchange and the SFC arising from the creation and issuance of the Placing Shares in accordance with the terms of this Agreement, and all charges, fees and expenses of the Company's share registrar including (without limitation) their fees and expenses in allotting and issuing the Placing Shares and the issuance of definitive share certificates therefor; and
- (2) the Company shall bear all out-of-pocket expenses (including but not limited to fees charged in respect of CCASS transactions and the legal fees) reasonably and properly incurred by the Placing Agent in relation to the Placing (subject to the provision of official invoice), which, if ascertained at Completion, the Placing Agent is hereby authorised to deduct from the payment to be made to the Company pursuant to this Agreement.

9.3 Without prejudice to the generality of Clause 9.2(1), the Company will be responsible to pay all reasonable costs and expenses (including legal expenses) incurred by it in connection with:

- (1) the preparation and release of the Announcement and the negotiation, preparation and completion of this Agreement; and
- (2) the issue of the Placing Shares (excluding brokerage (if any), such transaction levy as may be payable to the SFC for the Placing Shares and such trading fee as may be payable to the Stock Exchange for the Placing Shares which shall be borne and payable by the Placees, or as the case may be, the Placing Agent as specified in Clause 2.1).

9.4 Payment of the amounts referred to in Clause 9.2(2) to the extent they have been reasonably and properly incurred, shall be made by the Company to the Placing Agent whether or not Completion takes place.

10. UNDERTAKINGS BY THE PLACING AGENT

10.1 The Placing Agent represents, warrants and undertakes to the Company that:

- (1) in each jurisdiction in which the Placing Agent solicits subscription for the Placing Shares, the Placing Agent will do so in accordance with all relevant laws or regulations in force in such jurisdiction. The Placing Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meanings of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or in any other place or in any manner in which the securities laws or regulations of any place may be infringed;
- (2) the Placing Agent will procure not less than 6 (six) Placees for the subscription of the Placing Shares at the Placing Price upon and subject to the terms and conditions of this Agreement;
- (3) the Placing Agent will use its reasonable endeavours to ensure that (i) the Placee(s) and their respective ultimate beneficial owners will be third party(ies) independent of, and not connected with or acting in concert with, the Company, its connected persons and their respective associates; and (ii) the Placee(s) and their respective ultimate beneficial owners are third party(ies) independent of, and not connected with or acting in concert with the other Placee(s);
- (4) the Placing Agent will make available and promptly supply, or use its reasonable endeavours to procure the relevant Placee(s) to make available and promptly supply, to the Stock Exchange and the SFC or any other regulatory authority all information in relation to the Placee(s) which may be required by the Stock Exchange, the SFC and/or any other regulatory authority;

- (5) the Placing Agent will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange in relation to its role as placing agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfillment and compliance;
- (6) none of the Placees to be procured by the Placing Agent falls or will, upon Completion, fall under the category of a “US person” under the United States Securities Act of 1933;
- (7) the Placing Agent will use its reasonable endeavours to ensure that none of the Placees to be procured by the Placing Agent or any of their respective associates will, immediately upon Completion, become a substantial shareholder (within the meaning of the Listing Rules) of the Company;
- (8) if the Placing Agent itself shall subscribe any of the Placing Shares unsubscribed by the Placees, the Placing Agent itself or any of its associates will not, immediately upon Completion, become a substantial shareholder (within the meaning of the Listing Rules) of the Company; and
- (9) the Placing Agent is duly incorporated in Hong Kong and a licensed corporation to carry out Type 1, Type 4 and Type 9 regulated activities for the purpose of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

11. FORCE MAJEURE

11.1 The Placing Agent may, in its reasonable opinion, after consultation with the Company, terminate this Agreement by notice in writing to the Company at any time up to 9:00 a.m. on the Completion Date if:

- (1) there is any change in national, international, financial, exchange control, political, economic conditions in Hong Kong which in the reasonable opinion of the Placing Agent would be materially adverse in the consummation of the Placing; or
- (2) there is any breach of the warranties, representations and undertakings given by the Company in this Agreement and such breach is considered by the Placing Agent on reasonable grounds to be material in the context of the Placing; or
- (3) there is any material change (whether or not forming part of a series of changes) in market conditions which in the reasonable opinion of the Placing Agent would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed; or
- (4) any statement contained in the Announcement or the Previous Publications has become or been discovered to be untrue, incorrect or misleading in any material respect which in the opinion of the Placing Agent would be materially adverse in the consummation of the Placing; or

- (5) there is any suspension of trading in the Shares on the Stock Exchange for more than five consecutive Business Days (other than as a result of or in connection with the Placing); or
 - (6) any event of force majeure (being an event beyond the control of the parties hereto and which is unforeseeable or unavoidable), including but without limiting the generality hereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out, occurs which prevents the performance of the contractual obligations of the parties hereunder.
- 11.2 Upon termination of this Agreement pursuant to this Clause 11, all liabilities of the parties hereto hereunder shall cease and determine and no party hereto shall have any claim against the other party in respect of any matter or thing arising out of or in connection with this Agreement save in respect of (i) any antecedent breach of any obligation under this Agreement; and (ii) any liabilities under Clauses 7, 8, 9.2(2) and 10.

12. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

- 12.1 Any date or period in this Agreement may be changed by written agreement of the parties hereto but as regards any date or period (whether or not amended or changed as aforesaid) time shall be of the essence of this Agreement.
- 12.2 Each of the parties hereto undertakes to the other to execute all such documents and to do or procure to be done all such other acts and things as may be necessary to give the other party the full benefit of this Agreement.
- 12.3 This Agreement shall be binding on and endure for the benefit of the successors of the parties hereto but assignment may only be made after prior written consent of the other party has been given.
- 12.4 Any right or remedy conferred on any party hereto for breach of this Agreement (including the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach and the exercise of or failure to exercise any right or remedy in respect of such breach shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 12.5 Any provision of this Agreement which is capable of being performed after Completion but which has not been performed at or before Completion and all the representations and warranties contained in this Agreement shall remain in full force and effect notwithstanding Completion.
- 12.6 This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter (no party hereto having relied on any representation or warranty made by the other party with respect thereto which is not contained in this Agreement) and this Agreement supersedes all and any previous agreements, arrangements or understandings between the parties hereto relating to the matters referred to in this Agreement and all such previous agreements, arrangements or understandings (if any) shall cease and determine with effect from the date hereof.

- 12.7 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties hereto.
- 12.8 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 12.9 This Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and be binding on all parties. Any party executing this Agreement on a facsimile copy counterpart shall deliver the original of the counterpart to the other party within two days after the same was sent by facsimile.
- 12.10 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Agreement, and whether so provided in this Agreement or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Agreement.

13. NOTICES

- 13.1 All notices delivered hereunder shall be in writing and shall be delivered by hand or despatched by first class post or by email to the address or email address of the relevant party set out below:

To the Company

Address : Suite 3501 & 3513-14, 35th Floor, Tower 6, The Gateway
Harbour City, Tsim Sha Tsui, Kowloon
Hong Kong

Email address : alicetam@1143.com.hk
Attention : Board of Directors/Company Secretary

To the Placing Agent

Address : 4/F, Henley Building, No.5 Queen's Road Central,
Central, Hong Kong

Email address : ecm@sbichinacapital.com,
ernesttse@sbichinacapital.com
Attention : David Yam/Ernest Tse

- 13.2 Any such notice shall take effect in the case of delivery by hand upon delivery, in the case of despatch by local mail 24 hours after posting, and in the case of email, upon the relevant email having been sent, provided that there is no non-delivery report received by the sender of such email.

14. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

- 14.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 14.2 Each party hereto irrevocably agrees that the courts of Hong Kong (“Courts”) shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.
- 14.3 Each party hereto irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- 14.4 Each party hereto agrees that without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under Clause 13 and each party hereto undertakes to maintain such an address at all times in Hong Kong and to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notice under Clause 13.


(Intentionally Leave Blank)

[Signature page to the Placing Agreement]

IN WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

THE COMPANY

SIGNED by)
as duly authorised director)
for and on behalf of)
CHINA ENERGY STORAGE)
TECHNOLOGY DEVELOPMENT)
LIMITED)
in the presence of:)



THE PLACING AGENT

SIGNED by)
for and on behalf of)
SBI CHINA CAPITAL FINANCIAL)
SERVICES LIMITED)
in the presence of:)

