

Dated the 19th day of July 2022

TIME INTERCONNECT TECHNOLOGY LIMITED
(匯聚科技有限公司)

and

LUXSHARE PRECISION INDUSTRY COMPANY LIMITED
(立訊精密工業股份有限公司)

MASTER PURCHASE AGREEMENT

立訊

THIS AGREEMENT (“this Agreement”) is entered into as of 19th day of July 2022

BETWEEN:

- (1) **TIME INTERCONNECT TECHNOLOGY LIMITED (匯聚科技有限公司)**, a company incorporated in the Cayman Islands and having its registered office at P.O. Box 1350, Clifton House, 75 Fort Street, Grand Cayman KY1-1108, Cayman Islands and whose principal place of business and head office in Hong Kong is at Unit 601, Photonics Centre, 2 Science Park East Avenue, Hong Kong Science Park, Shatin, New Territories, Hong Kong (the “**Company**”), for itself and on behalf of each of its subsidiaries (collectively, the “**Purchaser Group**”); and
- (2) **LUXSHARE PRECISION INDUSTRY COMPANY LIMITED (立訊精密工業股份有限公司)**, a company incorporated in the PRC with limited liability and listed on the Shenzhen Stock Exchange (stock code: 002475) whose registered office is at 2/F., Block A, Sanyang New Industrial Zone, West Haoyi, Shajing Street, Baoan District, Shenzhen, the People’s Republic of China (the “**Seller**”), for itself and on behalf of its subsidiaries (collectively, the “**Seller Group**”).

RECITALS:

- (A) As the Company and the Seller intend to enter into transactions for the purchase and sale of Raw Materials, these transactions shall constitute continuing connected transaction pursuant to the Listing Rules (as defined below).
- (B) In view of the above, the Company and the Seller has agreed to enter into this Agreement to record and regulate their continued supplier and customer relationship in accordance with the terms and conditions of this Agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:

“**Conditions**” means the terms and conditions of sale set out in this Agreement and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser Group and the Seller Group.

“**Listing Rules**” means Rules Governing the Listing of Securities on the Stock Exchange.

“**Raw Materials**” means a variety of raw materials, including but not limited to central processing units, hard disks, cables, connector, terminal products and parts, in relation to the production of the Purchaser Group which the relevant member of the Seller Group is to sell to the Purchaser Group from time to time under the Transaction.

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited.

“**Transaction**” means each of the transactions for the purchase and sale of the Products to be entered into between the relevant members of the Seller Group and the Purchaser Group from time to time.

- 1.2 Any reference in this Agreement to “**writing**” includes a reference to email, facsimile transmission or comparable means of communication.
- 1.3 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. DURATION

2.1 Subject to the Conditions Precedent as set out in clause 4 and other provisions of this Agreement, this Agreement shall come into force on the date of execution of this Agreement and, subject as provided in Clause 5, shall continue in force until 31 March 2025.

2.2 During the continuance of this Agreement, the Company shall procure any and all members of the Purchaser Group to purchase and the Seller Group shall sell the Raw Materials on a non-exclusive basis in accordance with any written quotation of the relevant member of the Seller Group which is accepted by the Purchaser Group, or any written order of the Purchaser Group which is accepted by the relevant member of the Seller Group, subject in either case to the Conditions to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Purchaser Group.

3. PRICING POLICY

3.1 Any Transaction taking place during the continuance of this Agreement, shall be made in accordance with the policy as set out in this clause 3.2 and annual caps as set out in clause 3.3.

3.2 The Raw Materials supplied by the Seller Group comprise (i) Raw Materials ordered by the Seller Group from ultimate suppliers that are independent third parties on behalf of the Purchaser Group; and (ii) the Seller Group's own goods. For the purpose of Clause 3.1, in respect to the purchase of Raw Materials, the price payable for Raw Materials which are purchased from third parties by the Seller Group on behalf of the Purchaser Group shall be at Seller Group's purchase cost. The Purchaser Group will be presented with the original invoices of the ultimate suppliers by the Seller Group for settling the amount payables. For Raw Materials as produced by the Seller Group, the price payable shall be determined with reference to the prevailing market price for the same or similar raw materials as charged by independent third parties vendors or by the Seller Group to other independent third parties from time to time. The Purchaser Group shall obtain quotations from providers which provide similar materials and independent third parties not less frequently than on a quarterly basis.

3.3 This clause sets out the proposed annual caps for the aggregate sales amount of Raw Materials during the continuance of this Agreement.

Proposed annual caps for Raw Materials

| | <i>Proposed annual caps for purchase of Raw Material as produced by the Seller Group</i> | <i>Proposed annual caps for purchase of Raw Material from third parties suppliers ordered by the Seller Group on behalf of the Purchaser Group</i> | <i>Total</i> |
|---------------------------|--|--|---------------|
| | <i>HK\$</i> | <i>HK\$</i> | <i>HK\$</i> |
| Year ending 31 March 2023 | 10,000,000 | 1,200,000,000 | 1,210,000,000 |
| Year ending 31 March 2024 | 10,500,000 | - | 10,500,000 |
| Year ending 31 March 2025 | 11,000,000 | - | 11,000,000 |

4. CONDITIONS PRECEDENT

This Agreement shall become effective upon the fulfilment of the following conditions precedent:

- (a) The Company having obtained the approval of the independent shareholders of the Company at an extraordinary general meeting to be convened in relation to this Agreement, the Transactions and the proposed annual caps; and
- (b) The Company having complied with all other requirements as may be imposed by the Stock Exchange as a condition to the Transactions (including the annual caps) taking effect under the Listing Rules, if any.

In the event that the above conditions precedent are not fulfilled within six months from the date of this Agreement, this Agreement and all rights and obligations hereunder shall ceased to be effective and no party shall have any claim against the other by reason thereof.

5. TERMINATION

5.1 Notwithstanding the terms of Clause 2.1, either party shall be entitled forthwith to terminate this Agreement by written notice to the other party at any time if:

- (a) that other party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
- (c) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- (d) that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- (e) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or
- (f) that other party ceases, or threatens to cease, to carry on business; or
- (g) where necessary pursuant to the requirements under the rules and regulations prescribed by the Stock Exchange or as may otherwise be required by such stock exchange, the transactions contemplated under this Agreement are not approved by the independent shareholders of the Company in compliance with such requirements.

5.2 For the purposes of Clause 5.1(a), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

5.3 Any waiver by either party of a breach of any provision of this Agreement shall not be

considered as a waiver of any subsequent breach of the same or any other provision thereof.

- 5.4 The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

6. COMPLIANCE WITH LISTING RULES AND APPLICABLE LAWS

The parties hereby agree and acknowledge that, notwithstanding any provision in this Agreement to the contrary, the transactions as contemplated under this Agreement and the obligations and duties of the Purchaser Group on one part and the Seller Group on the other part are subject to the compliance of the applicable requirements under the Listing Rules and other relevant laws and regulations by the Purchaser Group, the shareholders' approval of the Purchaser Group as appropriate under the Listing Rules and the Seller Group shall use its best endeavour to assist the Purchaser Group for compliance with the Listing Rules and regulations and, in particular, shall provide all information and documents as required by the Stock Exchange or pursuant to the Listing Rules and/or other applicable rules, codes and regulations in connection with this Agreement and the transactions contemplated hereunder.

7. MISCELLANEOUS

- 7.1 Neither party may, without the written consent of the other, assign its rights under this Agreement.
- 7.2 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 7.3 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 7.4 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

8. NOTICES

Any notice required to be given by this Agreement shall be delivered personally or sent by facsimile or courier to the following address:

To the Purchaser Group:

Address : Unit 601, Photonics Centre, 2 Science Park East Avenue,
Hong Kong Science Park, Shatin, New Territories, Hong
Kong
Fax No. : +852 2425 4611
Attention : The Board of Directors

To the Seller Group:

Address : 2/F., Block A, Sanyang New Industrial Zone, West Haoyi,
Shajing Street, Baoan District, Shenzhen, the People's
Republic of China
Fax No. : +86 0769 87732475
Attention : The Board of Directors

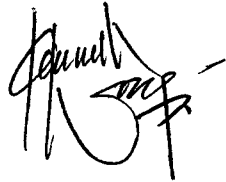
or to such other address or facsimile number as either party may hereafter designate in writing to the other party. Notices shall be effective upon receipt by the other party.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.
- 9.2 Each party hereto irrevocably agrees that the courts of Hong Kong shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes irrevocably submits to the non-exclusive jurisdiction of such courts.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written.

SIGNED by **CUA Tin Yin Simon**
for and on behalf of
TIME INTERCONNECT TECHNOLOGY LIMITED
(匯聚科技有限公司)
in the presence of



SIGNED by
for and on behalf of
LUXSHARE PRECISION INDUSTRY COMPANY LIMITED
(立訊精密工業股份有限公司)
in the presence of

