

SHARE PURCHASE AGREEMENT

between

Luxshare Precision Limited

registered in Hong Kong under no. 1596815
Unit 1621, 16th Floor, No. 5, Canton Road, Tsim Sha Tsui, Hong Kong

-SELLER-

and

Time Interconnect Technology Limited

Windward 3, Regatta Office Park PO Box 1350, Grand Cayman KY1-1108, Cayman
Islands

-PURCHASER-

Dated 23rd April 2026

TABLE OF CONTENTS

1. Preamble	3
2. Definitions.....	3
3. Sale and Assignment / Entitlement to Profits.....	7
4. CONSIDERATION	7
5. CLOSING	8
6. Withdrawal.....	10
7. SELLER'S Warranty.....	11
8. Indemnities	13
9. Limitation of Liability	14
10. PURCHASER'S Warranty.....	16
11. Covenants and Undertakings.....	17
12. NOTIFICATIONS	18
13. TAXES and Costs	19
14. Dispute Resolution.....	19
15. Miscellaneous	19

1. Preamble

- 1.1. Luxshare Precision Limited (the “SELLER”) is a limited liability company duly organized and existing under the laws of Hong Kong, with its registered address located at Unit 1621, 16th Floor, No. 5, Canton Road, Tsim Sha Tsui, Hong Kong, and registered under the identification number 1596815.
- 1.2. Time Interconnect Technology Limited (the “PURCHASER”) is a limited liability company duly organized and existing under the laws of Cayman, with its registered address located at Windward 3, Regatta Office Park PO Box 1350, Grand Cayman KY1-1108, Cayman Islands, and registered under the identification number 324165. The SELLER and the PURCHASER are each a “PARTY” and collectively the “PARTIES”.
- 1.3. Time Interconnect Singapore PTE. LTD. (the “TARGET COMPANY”) is a limited liability company duly organized and existing under the Singapore laws, with its registered address located at 2 VENTURE DRIVE #06-19, VISION EXCHANGE, Singapore 608526, and registered under the identification number 202436616C. The registered share capital of the TARGET COMPANY is USD400,000 divided into 400,000 shares. The SELLER holds 204,000 shares in the TARGET COMPANY (the “PURCHASED SHARES”).
- 1.4. The PARTIES intend to enter into this AGREEMENT to execute the transaction in which the SELLER sells all the PURCHASED SHARES to the PURCHASER based upon the terms and subject to the conditions set out herein (the “TRANSACTION”).

2. Definitions

ACCEPTED ACCOUNTING STANDARDS Shall mean the accounting principles, standards, practices and policies in conformity with International Financial Reporting Standards (“IFRS”).

ACCOUNTS Shall mean the audited consolidated financial statements of the TARGET GROUP, for the financial year ended on the ACCOUNTS DATE, consisting of the statement of financial positions, statement of income, statement of changes in equity, statement of cash flows, auditors’ (if applicable) and directors’ reports and significant accounting policies and other notes included or referred to in any of them, prepared in accordance with the ACCEPTED ACCOUNTING STANDARDS applied on a

consistent basis, for the year ended on the ACCOUNTS DATE;

ACCOUNTS DATE	Shall mean 31 December 2025.
AFFILIATE	Shall mean, with respect to any PERSON, a PERSON directly or indirectly controlling, controlled by or under common control with such PERSON, with the understanding that “control” to such purpose shall mean the ownership of the majority of the share capital or of the voting rights of a PERSON, with the exclusion in any case of the TARGET COMPANY.
AGREEMENT	Shall mean this share purchase agreement including its annexes.
BUSINESS DAY(S)	Shall mean a day (other than a Saturday, Sunday or any other day which is a public holiday in China, Hong Kong, Cayman and Singapore) on which commercial banks are open for business in the above regions.
CLOSING	Shall have the meaning as defined in Clause 5.1.1.
CLOSING ACTION(S)	Shall have the meaning as defined in Clause 5.3.
CLOSING DATE	Shall have the meaning as defined in Clause 5.1.2.
CLOSING NAV	Shall have the meaning as defined in Clause 4.1.2.
CONDITIONS PRECEDENT	Shall have the meaning as defined in Clause 5.2.1.
EUR / EURO	Lawful currency of the member states of the European Union.
FCO Losses	Shall mean all losses, damages, liabilities, costs and expenses (including all reasonable legal and

other professional fees), suffered by the Target Group pursuant to any fines or penalties imposed by competition authorities with competent jurisdiction, regardless of whether characterized as administrative, regulatory, or criminal in nature

HKEX	The Stock Exchange of Hong Kong Limited
LISTING RULES	the Rules Governing the Listing of Securities on HKEX
LOSSES	Shall mean all damages, awards, judgments, assessments, fines, penalties, charges, costs, expenses and other payments however suffered or characterized, all interest thereon, all reasonable costs and expenses of investigating any claim, lawsuit or arbitration and any appeal therefrom, all reasonable attorneys', accountants', investment bankers', and expert witness' fees incurred in connection therewith, whether or not such claim, lawsuit or arbitration is ultimately defeated, and all amounts paid incident to any compromise or settlement of any such claim, lawsuit or arbitration.
MATERIAL ADVERSE EVENT	Shall mean (i) any fact, matter, event, circumstance or other matter which has, would or is reasonably likely to have, either individually or in aggregate, material adverse effect on the business, assets, liabilities, or properties of the TARGET COMPANY, or (ii) any force majeure event.
NOTICE OF CLAIM	Shall have the meaning as defined in Clause 8.2.
NOTIFICATION(S)	Shall have the meaning as defined in Clause 12.1.
PERSON	Shall mean any individual, company, firm, general or limited partnership, joint venture, corporation, proprietorship, association, trust, governmental body, agency or institution of a

	government, or any other organization or entity, public or private.
PURCHASE PRICE	Shall have the meaning as defined in Clause 4.1.1.
PURCHASER'S WARRANTY / WARRANTIES	Shall mean the warranties made by the PURCHASER as set out in Clause 10.1.
REFERENCE NAV	Shall mean the net asset value of the TARGET GROUP as at 31 December 2025 as set forth in the ACCOUNTS
SELLER'S ACCOUNT	Shall have the meaning as defined in Clause 4.2.
SELLER'S WARRANTY / WARRANTIES	Shall mean the warranties made by the SELLER as set out in Clause 7.2.
SIGNING	Shall mean the conclusion of this AGREEMENT by signature.
SIGNING DATE	Shall mean the date of SIGNING.
TARGET GROUP	Shall mean the TARGET COMPANY and its subsidiaries
TAXES	Shall mean all direct and indirect national, federal, regional, state, local or municipal taxes, withholding taxes, social security contributions, fees, levies or other fiscal assessments and duties imposed by any federal, national or local taxing authorities, including all income taxes, transfer, recording, license, withholding, payroll, environmental, waste, stamp, registration, mortgage, cadastral, occupation and property taxes, capital gains taxes, business taxes, excise or custom duties, sale, use, VAT and franchise taxes or other similar fees, assessments and charges, however denominated, together with any interest, penalties, fines, charges, costs, collection fees, additions to tax or additional amounts imposed by any governmental authority of competent

jurisdiction, whether foreign or domestic, with respect thereto.

USD Shall mean United States Dollars, the lawful currency of the United States of America

3. Sale and Assignment / Entitlement to Profits

3.1. Sale and Assignment of the PURCHASED SHARES

Subject to the terms and conditions of this AGREEMENT, the SELLER hereby sells the PURCHASED SHARES to the PURCHASER and the PURCHASER hereby purchases the PURCHASED SHARES. Subject to the CONDITIONS PRECEDENT in accordance with Clause 5.2.1, the SELLER hereby assigns the PURCHASED SHARES to the PURCHASER. The PURCHASER hereby accepts such assignment.

4. CONSIDERATION

4.1. PURCHASE PRICE, Adjustment, and Payment Method

4.1.1. Determination of Purchase Price

The purchase price for the PURCHASED SHARES (the "PURCHASE PRICE") shall be USD12,700,000, which is calculated reference to the net asset value ("NAV") of the TARGET GROUP as set forth in its audited report for the financial year ending 31 December 2025 (the "REFERENCE NAV").

4.1.2. Post-Closing Adjustment

Within two (2) months following the CLOSING DATE, the PARTIES shall determine the actual net asset value of the TARGET GROUP as of the CLOSING DATE (the "CLOSING NAV"), based on the TARGET COMPANY's consolidated financial statements prepared in accordance with ACCEPTED ACCOUNTING STANDARDS and, if applicable, subject to review or audit by the TARGET COMPANY's external auditor.

(a) If the CLOSING NAV exceeds the REFERENCE NAV, the PURCHASER shall pay to the SELLER an amount equal to 51% of such excess.

(b) If the CLOSING NAV is less than the REFERENCE NAV, the SELLER shall reimburse the PURCHASER an amount equal to 51% of such shortfall.

All such payments shall be made in USD within ten (10) BUSINESS DAYS after both PARTIES have agreed on the CLOSING NAV and determined the amount of any difference payable by one PARTY to the other.

4.1.3. Notwithstanding any provision in this AGREEMENT to the contrary:

- (a) the Parties agree that the aggregate total PURCHASE PRICE payable by the PURCHASER to the SELLER (including the initial PURCHASE PRICE as adjusted pursuant to Clause 4.1.2) shall in no event exceed USD40,000,000 (the "MAXIMUM CONSIDERATION"); and
- (b) if the post-closing adjustment pursuant to Clause 4.1.2 would result in the PURCHASE PRICE exceeding the MAXIMUM CONSIDERATION, the adjustment amount shall be deemed reduced to the extent necessary such that the total PURCHASE PRICE equal to the MAXIMUM CONSIDERATION.

For the avoidance of doubt, the PURCHASER shall have no obligation to pay any amount in excess of the MAXIMUM CONSIDERATION, and the Seller agrees to hereby waive any right to claim or receive any amount in excess thereof.

4.1.4. The PURCHASE PRICE shall be paid to the SELLER'S ACCOUNT on the CLOSING DATE.

4.1.5. The PARTIES have reached an agreement regarding the PURCHASE PRICE in good faith and acknowledge that it reflects the fair value of the PURCHASED SHARES.

4.2. Payment Terms

The PURCHASER shall make payments to the SELLER by wire transfer, credited on the same day and free of costs and fees for the SELLER, to the below account of the SELLER ("SELLER'S ACCOUNT"):

4.2.1. For the purposes of calculating the payment of the Post-Closing Adjustment, the exchange rate for all currency translations into USD shall be determined by reference to the exchange rate announced by the People's Bank of China, China Foreign Exchange Trade System on the CLOSING DATE.

5. CLOSING

5.1. CLOSING DATE

5.1.1. The PARTIES undertake to execute the TRANSACTION within ten (10) BUSINESS DAYS after the date on which the last of the CONDITIONS PRECEDENT has been met, provided that all CONDITIONS PRECEDENT remain met by the CLOSING DATE and for this purpose to perform the CLOSING ACTIONS provided for in Clause 5.3, or, where applicable, to waive

compliance therewith by the benefited PARTY, unless the PARTIES mutually agree in writing on a different date.

5.1.2. The date on which the CLOSING occurs, as agreed upon by the PARTIES, shall be referred to as the “CLOSING DATE.”

5.2. CONDITIONS PRECEDENT

5.2.1. The obligation of the PURCHASER and the SELLER to consummate the TRANSACTION is subject to the fulfilment or waiver (in accordance with Clause 5.2.3) of the following conditions (the “CONDITIONS PRECEDENT” and each a “CONDITION PRECEDENT”) and the PARTIES’ awareness thereof.

- (i) the approval of the board of directors and shareholders of the SELLER to enter into this TRANSACTION in accordance with this AGREEMENT, such respective approvals not having been withdrawn or revoked (and the delivery by the SELLER to the PURCHASER of the copies of the relevant resolutions);
- (ii) the approval of the board of directors and the independent shareholders of the PURCHASER to enter into this TRANSACTION in accordance with this AGREEMENT and the LISTING RULES, such respective approvals not having been withdrawn or revoked (and the delivery by the PURCHASER to the SELLER of the copies of the relevant resolutions);
- (iii) The SELLER acknowledges that the PURCHASER, Time Interconnect Technology Limited, is a company whose shares are listed on HKEX and that this Agreement and the TRANSACTION hereunder contemplated shall be subject to and conditional upon obtaining the clearance from HKEX to proceed with the TRANSACTION on or before the CLOSING DATE;
- (iv) all the SELLER’S WARRANTIES being true and accurate and not misleading in all material respects and there being no material breach of any of the SELLER’S WARRANTIES;
- (v) all the PURCHASER’S WARRANTIES being true and accurate and not misleading in all material respects and there being no material breach of any of the PURCHASER’S WARRANTIES; and
- (vi) there having been no MATERIAL ADVERSE EVENT affecting the TARGET GROUP.

5.2.2. The PARTIES shall make all reasonable efforts to ensure that the CONDITIONS PRECEDENT are met as soon as possible and shall promptly inform each other of the fulfilment of the CONDITIONS PRECEDENT. If at any time a PARTY becomes aware of a fact, matter, circumstance or event that

might reasonably be expected to prevent any CONDITION PRECEDENT from being fulfilled (as a whole or in part), it shall also promptly inform the respective other PARTY.

5.2.3. For avoidance of doubt, the CONDITIONS PRECEDENT can only be waived by the relevant PARTY set out as follows:

(i) CONDITIONS PRECEDENT set out in Clause 5.2.1(v) of this AGREEMENT can only be waived by the SELLER in writing to the PURCHASER, to the extent permissible under applicable laws.

5.3. CLOSING ACTIONS

On the CLOSING DATE, the PARTIES shall perform the following actions (the “CLOSING ACTIONS” and each a “CLOSING ACTION”) in the following order, unless they have already performed them prior to the CLOSING DATE:

- (i) The PURCHASER pays the PURCHASE PRICE to the SELLER’S ACCOUNT.
- (ii) The SELLER grants access to the PURCHASER all accounts and tax records of the TARGET COMPANY (including, without limitation, all correspondence with government, governmental agencies, statutory bodies or revenue authorities, bankers, suppliers and customers of the TARGET COMPANY) and correspondences, documents, files, memoranda and other papers relating exclusively to the TARGET COMPANY as well as the certificates of incorporation, certificates of incorporation on change of name, common seals, the memoranda and articles of association, cheque books and all statutory and other books and records (including registers and minutes books) and current business registration certificates and business licences of the TARGET COMPANY (duly written up-to-date).
- (iii) The SELLER furnishes the PURCHASER, if applicable, with proof of its registration of the share transfer with competent registration bodies.

6. Withdrawal

6.1. No PARTY may withdraw from this AGREEMENT unless explicitly provided for in this Clause 6.

6.2. If at any time any of the CONDITIONS PRECEDENT shall have been granted subject to terms and conditions which are not acceptable to either of the PARTIES, being terms and conditions which affect the purpose of this AGREEMENT or any of the substantial rights or interests of either of the PARTIES, and, if applicable, further appeals to the relevant authorities or persons to vary such terms and conditions have not been successful and/or the said PARTY is not willing to accept such terms and conditions then imposed by the relevant authorities or persons, unless such fulfilment of CONDITIONS PRECEDENT

can be remedied and mutually agreed to be remedied/extended or waived by the relevant PARTY in accordance with Clause 5.2.3 of this Agreement, then either of the PARTIES shall be entitled to withdraw from this AGREEMENT by giving a written notice of withdrawal to that effect to the other PARTY and upon receipt of the notice by the other PARTY, the PARTIES shall not have any further rights under this AGREEMENT except in respect of:

- (i) any obligation under this AGREEMENT which is expressed to apply after the termination of this AGREEMENT; and
- (ii) any rights or obligations which have accrued in respect of any breach of any of the provisions of this AGREEMENT to either PARTY prior to such termination.

6.3. No PARTY may withdraw from this AGREEMENT pursuant to Clause 6.2 if it has prevented in bad faith the fulfilment of any of the CONDITIONS PRECEDENT or CLOSING ACTIONS regarding which it seeks to withdraw from this AGREEMENT.

6.4. Withdrawal pursuant to Clause 6.2 is effective only if the PARTY receiving the notice of withdrawal received such notice prior to the day on which the last CLOSING CONDITION is fulfilled.

6.5. In the event of withdrawal in accordance with this Clause 6, all obligations between the PARTIES under this AGREEMENT shall become null and void.

7. SELLER's Warranty

7.1. The SELLER warrants and undertakes to and with the PURCHASER that, each of the SELLER'S WARRANTIES is true and accurate in all material respects and is not materially misleading as at the date of this AGREEMENT and will continue to be true and accurate in all material respects and not materially misleading down to and including the CLOSING DATE with reference to the facts and circumstances then existing.

7.2. SELLER'S WARRANTIES

7.2.1. The SELLER has been duly established and is validly existing under Hong Kong law.

7.2.2. As of the CLOSING DATE, the SELLER is entitled without limitation, to dispose of the PURCHASED SHARES.

7.2.3. As of the CLOSING DATE (prior to assignment of the PURCHASED SHARES to the PURCHASER), the SELLER is the sole legal owner of the PURCHASED SHARES.

- 7.2.4. The SELLER has full power under its constitutional documents and applicable law, and all authorizations, approvals, consents and licenses required by it have been unconditionally obtained and are in full force and effect, to permit it to enter into and perform its obligations under this AGREEMENT.
- 7.2.5. The PURCHASED SHARES were validly issued, fully paid in and repaid neither in whole nor in part. There is no obligation to make any additional contributions.
- 7.2.6. As of the CLOSING DATE (prior to assignment of the PURCHASED SHARES to the PURCHASER), the PURCHASED SHARES are free from encumbrances and third-party rights and they are not subject to any transfer restrictions, preemptive rights, call options or similar rights other than those provided for in articles of association of the TARGET COMPANY.
- 7.2.7. All written information (whether on paper, in electronic or any other form) supplied by or on behalf of the SELLER or any of its officers, directors, employees or advisers, for the purpose of or in connection with the TRANSACTION is and was, when supplied or published, true and accurate and not misleading in any material respect.
- 7.2.8. Each member of the TARGET GROUP: (i) is duly incorporated and validly exists under the laws of its jurisdiction of incorporation; and (ii) has full corporate power and authority to carry on its business as it is now being conducted and to own, if any, the properties and assets it now owns.
- 7.2.9. The compliance by the SELLER with all of the provisions of this AGREEMENT, as well as the consummation of the TRANSACTION will not conflict with or result in a breach or violation of, or result in any third party consent being required under, any of the terms or provisions of any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument, decree, regulation or law to which the SELLER or by which the SELLER is a party or to which any of the property or assets of the SELLER is subject.
- 7.2.10. There is no claim, litigation, arbitration, prosecution or other legal proceedings or investigation or enquiry in progress or pending or threatened or order, decree or judgement of any court or governmental agency or legal or regulatory body outstanding or anticipated against or affecting the SELLER or the TARGET COMPANY nor is there any claim or any facts or circumstances of a material nature which would give rise to a claim against the SELLER or the TARGET COMPANY, which in any such case would be material for disclosure in the context of the TRANSACTION.
- 7.2.11. No order has been made or petition presented or resolution passed for the winding-up or administration of any member of the TARGET GROUP, nor are there any grounds on which any person would be entitled to have any member

of the TARGET GROUP wound up or be placed under judicial management, nor has any person threatened to present such a petition against the SELLER or convened or threatened to convene a meeting of any member of the TARGET GROUP to consider a resolution to wind up any such member of the TARGET GROUP or any other resolutions, nor has any step been taken in relation to the TARGET GROUP under the law relating to insolvency or the relief of debtors in any part of the world.

7.2.12. All statutory and other requirements applicable to the carrying on of the business of each member of the TARGET GROUP as are now carried on have been complied with. There is also no investigation or enquiry by, or order, decree or judgment of, any court or any governmental agency or regulatory body outstanding or anticipated against the TARGET GROUP.

8. Indemnities

8.1. The SELLER undertakes to indemnify in full and hold the PURCHASER harmless from and against all LOSSES which the PURCHASER may suffer, sustain, incur or pay from time to time in any jurisdiction, in any such case directly arising out of, based on or in connection with any breach of any of the SELLER'S WARRANTIES.

8.2. If the PURCHASER becomes aware of any matter or circumstance that could serve to establish a claim of the PURCHASER against the SELLER at the PURCHASER's reasonable discretion, the PURCHASER shall notify the SELLER of this in writing without delay and in any case within ninety (90) calendar days after discovery of the relevant facts and circumstances, stating in reasonable detail any and all information and documents proving

- (i) the legal and actual basis of the PURCHASER's claim (including relevant details, facts and circumstances),
- (ii) an estimate of the amount of possible damage to be compensated in connection with the PURCHASER's claim and
- (iii) any other means of evidence invoked by the PURCHASER and supporting the PURCHASER's claim.

("NOTICE OF CLAIM").

8.3. The PURCHASER shall allow the SELLER and its managing directors, officers, employees, auditors and consultants to investigate

- (i) the matter or circumstances alleged to substantiate any claim of the PURCHASER, and

- (ii) whether and to what extent any amount has to be paid in relation to such a claim being subject of the NOTICE OF CLAIM. This shall also include access to the premises and staff of the TARGET COMPANY during the usual business hours after reasonable prior notice (including the right to review and copy accounts, documents and records at the SELLER's expense), which may be reasonably required by the SELLER.

8.4. The SELLER agrees that all information obtained under Clause 8.3 shall be treated as confidential, with the PARTIES being in agreement that such information may be used and disclosed in all disputes, court or arbitration proceedings between the PARTIES in connection with the TRANSACTION.

8.5. Specific Indemnity

8.5.1. Notwithstanding Clause 9.1.1 regarding DISCLOSED INFORMATION, the SELLER undertakes to indemnify and hold harmless the PURCHASER and the TARGET COMPANY from and against all FCO Losses arising out of, in connection with, or as a result of:

- (i) the investigations conducted by the German Federal Cartel Office (Bundeskartellamt) commenced by dawn raids in January 2022 at facilities of the Target Group concerning suspected collusion between cable manufacturers regarding the computation of metal surcharges in Germany (the "**FCO Investigation**");
- (ii) any administrative or regulatory proceedings, decisions, fines, penalties or sanctions issued by the Bundeskartellamt, the European Commission, or any other competition authority in any jurisdiction relating to the FCO Investigation;
- (iii) any civil claims, damages or litigation by third parties relating to the conduct under investigation in the FCO Investigation; and
- (iv) all reasonable legal costs and professional expenses incurred in defending or settling any of the matters described in (i) to (iii) above.

8.5.2. For the avoidance of doubt, this specific indemnity applies regardless of whether the FCO Investigation, the underlying facts, circumstances or events constituted DISCLOSED INFORMATION or were known prior to the SIGNING DATE.

8.5.3. The SELLER's maximum aggregate liability under this Clause 8.5 shall be limited to 51% of the total FCO Losses suffered by the TARGET GROUP and subject to (i) the maximum liability as set out in Clause 9.2; and (ii) the limitation period as set out in Clause 9.3 below.

9. Limitation of Liability

9.1. The PURCHASER shall not be entitled to assert any claim against the SELLER, and the SELLER shall not be liable for any violation of this AGREEMENT if and to the extent that:

9.1.1. the facts underlying or giving rise to the PURCHASER's claims:

(i) are positively known by the PURCHASER, any of its managing directors or employees on the SIGNING DATE, with it being assumed that the PURCHASER has positive knowledge of any facts, circumstances or events that are part of the DISCLOSED INFORMATION. "DISCLOSED INFORMATION" thereby comprising (i) this AGREEMENT including its annexes, if any, (ii) any and all information and documents disclosed before the SIGNING, and (iii) any and all documents, written information (including e-mails) and all other information provided to the PURCHASER, the PURCHASER's AFFILIATES or the PURCHASER's representatives, employees or advisors in connection with the TRANSACTION, excluding verbal or oral communications, e.g. presentations, meetings with the management, including all information memoranda, management presentations, fact books or other materials drawn up in connection with the TRANSACTION.

(ii) have been recognized and/or reflected in any financial statements of the TARGET COMPANY.

9.1.2. following the CLOSING, the PURCHASER fails to meet its obligations under Clause 8.3.

9.1.3. any damage is caused or increased by the adoption or modification of any law or the enactment of any statutory prohibition, any regulation, any regulatory stipulation or any published administrative practice of any government, authority or supervisory authority or the interpretation of any law by the courts of competent jurisdiction or any amendment to the administrative practice of any government, authority or supervisory authority, each after the SIGNING DATE, and/or

9.1.4. the relevant claim might be asserted on the basis of the same state of affairs of the PURCHASER due to several SELLER'S WARRANTIES or indemnifications, representations or the other undertakings and commitments set out in this AGREEMENT, with the PURCHASER not being entitled to have any recourse to the SELLER more than once in relation to the same damage incurred (no double compensation).

9.2. Maximum Liability Amount

9.2.1. The maximum total liability of the SELLER for all claims by the PURCHASER from and in connection with this AGREEMENT, in particular for violations of

SELLER'S WARRANTIES or claims for performance shall not exceed the PURCHASE PRICE.

9.2.2. This Clause 9.2 shall be applicable only to the extent permitted under law.

9.3. Limitation Period

9.3.1. All claims by the PURCHASER from or in connection with this AGREEMENT shall become time-barred two (2) years after the CLOSING DATE. If no such claim is asserted within the above-mentioned two-year period, the relevant rights of claim and any rights of recourse shall be extinguished and the PURCHASER shall be permanently barred from asserting them thereafter.

9.3.2. The limitation periods for a given claim of the PURCHASER shall be suspended and the time of suspension shall not be included in the calculation of the limitation period for a given claim of the PURCHASER, if the PURCHASER had initiated any proceedings against the SELLER.

9.4. Exclusive Remedy

9.4.1. The PARTIES agree that the remedies of the PURCHASER against the SELLER on account of any violation are exclusively governed by Clauses 8 and 9, which shall be the exclusive remedies instead and to the exclusion of all remedies the PURCHASER would otherwise be entitled to under law in case of any SELLER's violation.

9.4.2. Apart from the rights of the PURCHASER under Clauses 8 and 9, all rights, claims and remedies of the PURCHASER towards the SELLER which would otherwise be available to the PURCHASER by law, under or in connection with this AGREEMENT, shall herewith be expressly excluded, with the PURCHASER waiving any such rights to the extent permitted by law.

10. PURCHASER'S Warranty

10.1. PURCHASER'S WARRANTIES and Indemnification

The PURCHASER warrants and undertakes to and with the SELLER that, each of the PURCHASER'S WARRANTIES is true and accurate in all material respects and is not materially misleading as at the date of this AGREEMENT and will continue to be true and accurate in all material respects and not materially misleading down to and including the CLOSING DATE with reference to the facts and circumstances then existing.

10.1.1. The PURCHASER has been duly established and is effectively existing under the statutory provisions applicable to it. It has the necessary power of disposition under corporate law to be owner of its assets and to conduct its business establishment.

10.1.2. The PURCHASER is fully entitled to conclude and perform this AGREEMENT and the TRANSACTION provided for hereunder. Save for the applicable CONDITIONS PRECEDENTS, it has obtained all consents required to conclude and perform this AGREEMENT and the legal transactions provided for hereunder.

10.1.3. Neither is/are the PURCHASER's by-law or rules of procedure infringed by the conclusion or consummation of this AGREEMENT nor does the PURCHASER violate binding legislation, judicial or regulatory decisions, injunctions, orders or other binding regulations. Any legal actions, investigations, proceedings or other measures against the PURCHASER that are qualified for or aimed at preventing, delaying or changing the consummation of this AGREEMENT neither have been threatened by nor are pending before any court, other public authorities or any arbitration court.

10.2. SELLER's Legal Remedies

Unless otherwise agreed in this AGREEMENT and to the extent that the PURCHASER violates any of its guarantees, warranties, representations, indemnification obligations, commitments or other arrangements under this AGREEMENT or is liable otherwise towards the SELLER under or in connection with this AGREEMENT, the SELLER's respective claims and legal remedies as well as the PURCHASER's liability towards the SELLER shall be governed by the statutory regulations.

11. Covenants and Undertakings

11.1. Subject to Clause 11.2, the SELLER covenants with and undertakes to the PURCHASER that and to procure that, between the SIGNING DATE and CLOSING DATE and unless otherwise expressly agreed to by the PURCHASER:

11.1.1. the TARGET COMPANY shall preserve and maintain in full force and effect its corporate existence and shall comply in all respects with all applicable laws, rules, regulations, directives and/or orders to which it is subject;

11.1.2. The TARGET COMPANY shall carry on business only in the ordinary course substantially based on past practices. The TARGET COMPANY shall not carry out any capital increases.

11.2. The PURCHASER's consent as per Clause 11.1 is deemed to be given if the SELLER's request to waive any of its undertakings under Clause 11.1:

(i) has not been refused by the PURCHASER in writing within five (5) BUSINESS DAYS of a request to that effect by the SELLER or the TARGET COMPANY,

(ii) has been refused without good cause,

(iii) is permitted under the terms of this AGREEMENT,

(iv) is required by

- an applicable provision of law or an administrative or judicial order or decision, or
- a circumstance beyond the control of the TARGET COMPANY.

12. NOTIFICATIONS

12.1. All legal declarations and notifications (“NOTIFICATION(S)”) in connection with this AGREEMENT shall require the written form unless notarization or another form is prescribed by mandatory law and shall be in English language. The written form is satisfied by transmission of letters or an undersigned pdf-document per e-mail or fax.

12.2. All NOTIFICATIONS to the SELLER in connection with this AGREEMENT shall be addressed to:

Email: David.Huang@luxshare-ict.com

Address: Unit 1621, 16th Floor, No. 5, Canton Road, Tsim Sha Tsui, Hong Kong

Attention: David Huang

12.3. All NOTIFICATIONS to the PURCHASER in connection with this AGREEMENT shall be addressed to:

Email: kennethwong@time-interconnect.com

Address: Units 213-221, 2/F, Building 5E, 5 Science Park East Avenue, Hong Kong Science Park, Shatin, Hong Kong

Attention: Kenneth Wong

12.4. the PARTIES’ legal advisors receiving NOTIFICATIONS in connection with this AGREEMENT shall neither give rise to nor replace any receipt of the NOTIFICATIONS by the PARTIES themselves. It shall be irrelevant for the receipt of any NOTIFICATION by a PARTY whether the NOTIFICATION was also received by the PARTY’s legal advisor, regardless of whether any

NOTIFICATION to the relevant legal advisor in a given case has been provided for in this AGREEMENT.

13. TAXES and Costs

13.1. Each PARTY shall bear and be responsible for its own TAXES, charges, and duties arising from or in connection with the conclusion and performance of this AGREEMENT. For the avoidance of doubt, the SELLER shall bear any corporate income TAXES applicable to it, and the PURCHASER shall bear any TAXES, charges, and duties applicable to the transfer or acquisition of the PURCHASED SHARES.

13.2. In addition to Clause 13.1, either PARTY shall bear its own costs and disbursements in connection with the preparation, negotiation, and performance of this AGREEMENT, including the fees, costs, and disbursements of its respective consultants.

14. Dispute Resolution

14.1. This AGREEMENT shall be governed by and construed in accordance with the laws of Hong Kong excluding any conflict-of-laws rules.

14.2. All disputes arising out of or in connection with this AGREEMENT shall be finally settled under the Arbitration Rules of the Singapore International Arbitration Centre by one or more arbitrators appointed in accordance with the said Rules.

14.2.1. The Emergency Arbitrator Provisions shall not apply.

14.2.2. The Expedited Procedure Provisions shall not apply.

14.2.3. The number of arbitrators shall be three, each of the SELLER and the PURCHASER shall appoint one arbitrator and the third one shall be appointed jointly by the PARTIES.

14.2.4. The place of arbitration shall be Singapore.

14.2.5. The language of the arbitral proceedings shall be English.

14.3. Nothing in this Clause 14 shall prevent either PARTY from having recourse to a court for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.

15. Miscellaneous

15.1. All annexes to this AGREEMENT, if any, shall constitute integral parts of this AGREEMENT. In case of a conflict between any annex and the provisions of this AGREEMENT, the relevant provisions of this AGREEMENT shall prevail.

- 15.2. This AGREEMENT (including the annexes hereto) constitutes the entire agreement among and between the PARTIES with respect to the subject matter hereof and shall replace any prior oral or written negotiations and understandings between the PARTIES with respect to the subject matter hereof. Side letters or side agreements to this AGREEMENT do not exist.
- 15.3. Amendments, supplements or the cancellation of this AGREEMENT, including any alteration to this provision itself, require the written form, unless a stricter form (e.g. notarial certification) is required by mandatory law. The written form is satisfied by transmission of letters or an undersigned pdf-document per e-mail or fax.
- 15.4. The headings of the Clauses, paragraphs and annexes in this AGREEMENT are for convenience only. They are not to be taken into account in the interpretation of this AGREEMENT.
- 15.5. References in this AGREEMENT to clauses without specifying a law or contract mean clauses of this AGREEMENT. (“Clause”)
- 15.6. No PARTY is entitled to assign, delegate or otherwise transfer any rights, claims or obligations under this AGREEMENT, in whole or in part, without prior written consent of the other PARTY.
- 15.7. Should any provision of this AGREEMENT be or become void, invalid or unenforceable in whole or in part, this does not affect the validity and enforceability of any remaining provisions. The void, invalid or unenforceable provision is, to the extent permitted by law, to be deemed replaced by the valid and enforceable provision which comes closest to the economic purpose of the void, invalid or unenforceable provision in terms of subject matter, extent, time, place and scope. The same applies to the filling of any gaps in this AGREEMENT. It is the express will of the PARTIES that this severable Clause does not result in a mere reversal of the burden of proof.



Luxshare Precision Limited

Time Interconnect Technology Limited

Signature: _____



Signature: _____



Name: WANG Laichun _____



Name: CUA Tin Yin Simon _____

Title: Director _____

Title: Director _____

Date: 23rd April 2026 _____

Date: 23rd April 2026 _____