

RESERVATION AGREEMENT

concluded on [31.1.2025] (the "Agreement") between:

CTP Invest Hong Kong Limited, a limited liability company with business registration no. 3318734, and office at Unit B 17/F United Centre, 95 Queensway, Admiralty Hong Kong

(hereinafter referred to as "Developer"),

And

Client: Beijing Goldrare Automobile Parts CO.LTD;

Registered in: Liuchun Town, Changping Zone, Beijing, China;

with business registration number 91110114801184540W;

whose registered office is at: Liuchun NO.609-9-1-3 101 Room.

(hereinafter referred to as "Client"),

Developer and Client will be collectively referred to as the "Parties" and individually referred hereinafter to as a "Party".

WHEREAS:

- (A) The Developer and Client, respectively their group members (where group member should be understood in relation to a company, that company, any subsidiary or any holding company from time to time of that company and any subsidiary from time to time of a holding company of that company), are engaged in negotiations relating to future lease agreement (the "Future Lease Agreement"), regarding the construction and future lease of premises within building known as TRN21 - Unit A (jointly the "Facility") forming a part of an industrial complex of buildings known as CTPark Tmava II as outlined in Attachment 1 hereto.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SUBJECT OF THE AGREEMENT

- 1.1 The Developer has provided Client with the basic proposal to develop and lease the Facility, as outlined in Attachment 1 hereto.
- 1.2 The Parties have agreed that the Parties or their group members, will engage into negotiations regarding technical, legal and financial conditions, which shall be completed by execution of the Future Lease Agreement.
- 1.3 The Developer shall reserve the Facility for the Client or its group member for signing of the Future Lease Agreement during the period from the date of signing hereof until 7 April 2025 (the "Exclusivity Period"), whereas the mutual aim of the Parties during the Exclusivity Period is to agree the wording of and sign the Future Lease Agreement.
- 1.4 The Developer agrees and undertakes during the Exclusivity Period (i) not to sign with third party a future lease agreement or other arrangement of same effect regarding the construction and future lease of the Facility to anyone other than Client or its group member or (ii) not to sign any agreement in such a way that will prevent Developer or its group member and Client or its group member from entering into the Future Lease Agreement. The Parties agree that in case the Client or its group member does not sign with Developer or its group member the

Lease Agreement not later than as of 7 April 2025, for whatever reason, the above obligations of Developer or its group member to reserve the Facility for Client ceases to exist.

- 1.5 The Exclusivity Period shall set a time frame for the Parties or their group members to reach an agreement in relation to any necessary technical and legal documentation and the financial set-up and to sign the Future Lease Agreement within the Exclusivity Period by the Parties or their

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group members. The Future Lease Agreement is deemed to be executed if it is duly signed (wet ink signature) by authorized representatives of both contractual parties.

- 1.6 The Exclusivity Period shall be granted by the Developer for a monetary fee payable by the Client to the Developer in amount of EUR 30,000.00 plus the amount of applicable VAT or other similar mandatory taxes (the "Reservation Fee"), to be payable not later than within six (6) calendar days after signing hereof to Developer's account No. 1110419003 held by CITIBANK N.A. HONG KONG (SWIFT: CITIHKHX). The Developer will subsequently issue an invoice. In case that Client fails to pay the Reservation Fee duly and timely in accordance herewith, the Developer's obligations to reserve the Facility shall cease to exist. The Reservation Fee is non-returnable in any case, except for the specific case under Article 1.7 below. The Parties agree and confirm that the amount of the Reservation Fee fairly corresponds to obligation of the Developer to provide reservation of the Facility during the Exclusivity Period and constitutes fair reimbursement for such time.
- 1.7 In case the Parties or their group members sign the Future Lease Agreement until 7 March 2025, then the Developer shall be obliged to return to Client amount of paid Reservation Fee within thirty (30) days from execution of the Future Lease Agreement to the account from which it was received. The Client shall issue relevant credit note to the Developer in respect of returned Reservation Fee.
- 1.8 Shall the Parties or their group members fail to sign the Future Lease Agreement until 7 March 2025 for whatever reason (even if later signed within Exclusivity Period), then the amount of paid Reservation Fee shall be kept by the Developer as a consideration for granting to Client the exclusivity in respect of the future lease of the Facility hereunder during Exclusivity Period.
- 1.9 The Parties confirm and agree that in case the Future Lease Agreement is not signed until 7 March 2025, it will not be possible for Developer or its group member to meet main milestones of Early Access Date until 15 June 2025 and Handover Date until 31 October 2025 and such milestones will be prolonged, same as commercial arrangement would need to be revised (space and rental conditions); however if the Future Lease Agreement is still signed within Exclusivity Period the increase in unit rental amount shall only be to EUR 5.25 per one sq m of production/warehouse areas per month plus applicable VAT.
- 1.10 The Developer may terminate this Agreement with immediate effect by an email and/or written notice delivered to the Client in case the Reservation Fee is not paid in line with this Agreement despite a written reminder delivered to Client with a six (6) calendar days remedy period.
- 1.11 This Agreement does not in any way establish an obligation of any of the Parties or their group members to sign with other Party or its group member the Future Lease Agreement. For the avoidance of doubt, this Agreement establishes only reservation time period (during Exclusivity Period) for benefit of the Client to decide at its discretion whether to sign the Future Lease Agreement, which corresponds to obligation of Client to pay the Reservation Fee for provision of such reservation time period.

## 2. FINAL PROVISIONS

- 2.1 The Parties are obligated to keep the provisions of this Agreement confidential and will not disclose the contents of this Agreement to any third party (except Parties' group members) or

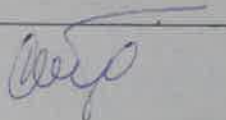


otherwise publicize or disclose any information regarding the Facility and/or negotiations, unless required by any state administration authority of the People's Republic of China.

- 2.2 Notwithstanding the above the Developer or Developer's group member is allowed to disclose the information about being bound by the Exclusivity Period and the length of the Exclusivity Period to any third party.
- 2.3 Nothing in this Agreement will at any time be construed as creating any partnership, joint venture, agency, employment, or any other relationship between the Parties, except the obligation of Developer to refrain from any undertakings as defined under Exclusivity Period and obligation to pay the Reservation Fee, by Client. The Developer does not have the authority to enter into any agreement on Client's behalf or in Client's name or otherwise bind Client to any agreement or obligation.
- 2.4 If any provision of this Agreement becomes illegal, invalid or unenforceable, other provision of this Agreement shall remain in force. The Parties shall be obliged to replace such illegal, invalid or unenforceable provision with a valid provision, which, as far as possible, has the same legal and commercial effect as that which it replaces.
- 2.5 All notices under this Agreement (the "Notices") shall be in writing or if expressly stated also by email and shall be considered properly delivered, if sent by registered or recorded delivery mail, delivered personally or sent via e-mail with the Notice attached signed with qualified digital signature according to EU legislation, to the addresses specified in the header of this Agreement.
- In case of the change of the above-mentioned address, such Party shall inform the other Party about such change in accordance with the provisions of the Agreement, otherwise Notices sent to the previous address shall be considered effectively delivered.
- 2.6 This Agreement shall be governed by and construed in accordance with Hong Kong of the Hong Kong Special Administrative Region of the People's Republic of China law.
- 2.7 The Parties shall undertake best efforts to settle any disputes arising under this Agreement in amicable negotiations. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or in relating to it which are not settled amicably by the Parties within twenty-one (21) days from the date on which one Party notified the other Party of the dispute, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.
- 2.8 This Agreement has been executed in two (2) counterparts in English language, and each Party shall retain one (1) counterpart of this Agreement.
- 2.9 Conclusion of this Agreement requires the written form. To be legally binding on the Parties, changes and amendments to this Agreement must also be in writing. The Parties agree that the written form requirement is not met by telecommunication or data transmission (except invoice delivery) or, if it is an agreement, by an exchange of letters.

Attachments (1): Head of terms and Site Plan & Layout of the Facility

Developer  
in BA on 27.8.2025



Client  
in Beijing on 2025-1-21

vp of Beijing Goldrare Automobile  
parts CO. LTD.

Com of overseas business Div.