

Dated the 4 day of September 2024

China National Technical Import & Export Corporation
(中國技術進出口集團有限公司)
(as Supplier)

and

VPower Group International Holdings Limited
(偉能集團國際控股有限公司)
(as Purchaser)

**FRAMEWORK AGREEMENT
FOR
ENGINEERING, PROCUREMENT
AND CONSTRUCTION SERVICES**

THIS FRAMEWORK AGREEMENT is made on the 4 day of September 2024.

BETWEEN:

- (1) China National Technical Import & Export Corporation (中國技術進出口集團有限公司), a company established under the laws of the PRC with limited liability whose registered address is at Block C, Tongyong Shidai Centre, Xiyong Street, House No. 1, Fengtai District, Beijing, the PRC (中國北京市豐台區西營街 1 號院通用時代中心 C 座) (the **"Supplier"**); and
- (2) VPower Group International Holdings Limited (偉能集團國際控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability and its registered address at Cricket Square Hutchins Drive PO Box 2681 Grand Cayman, KY1-1111 Cayman Islands (**"VPower"** or the **"Purchaser"**).

(Each of the Supplier and the Purchaser is individually named as a **"Party"** and collectively named as the **"Parties"**).

RECITALS:

- (1) The Supplier is a company established under the laws of the PRC with limited liability, and is principally engaged in, among other things, import and export of technology, goods and technical services, foreign contract projects and contract energy management.
- (2) The Purchaser is a company incorporated in the Cayman Islands (the shares of which are listed on the Main Board of the Stock Exchange (stock code: 1608). The Purchaser together with its subsidiaries (the **"Purchaser Group"**) is a gen-set system design and integration service provider and an engine-based distributed power generation project owner and operator.
- (3) As at the date of this Agreement, the Purchaser is owned as to approximately 49.24% by the Supplier, and the Supplier is in turn wholly owned by China General Technology (Group) Holding Co., Ltd. (中國通用技術(集團)控股有限責任公司) (**"Genertec"**) which is under the direct supervision of State-owned Assets Supervision and Administration Commission of the State Council of the PRC.
- (4) The Purchaser Group requires engineering, procurement and construction services for its businesses from time to time. For the better management of transactions between the Supplier and the Purchaser in relation to the procurement of EPC Services by the Purchaser, the Supplier (for itself and on behalf of the other members of the Supplier Group) has agreed to provide, and the Purchaser (by itself or on behalf of the other members of the Purchaser Group) has agreed to procure, the EPC Services subject to the terms of this Agreement.
- (5) The Supplier acknowledges that it is a Connected Person of VPower by virtue of it being

a controlling shareholder of VPower pursuant to the Listing Rules, and therefore transactions contemplated under this Agreement will constitute continuing connected transactions of VPower under the Listing Rules, and the performance of duties and obligations under this Agreement by the Purchaser Group will be subject to compliance by VPower with such other requirements as may be prescribed under the Listing Rules for such transactions.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, unless specifically provided herein, the following expressions have the following meanings:

“Agreement” or “Framework Agreement” means this agreement (as may be supplemented or amended from time to time);

“Annual Caps” has the meaning given to this term in Clause 2.1;

“Associate(s)” has the meaning ascribed to this term under the Listing Rules;

“Business Day” means a day on which banks are generally open for business in Hong Kong (other than a Saturday, Sunday or public holiday) or days on which a typhoon signal No. 8 or black rainstorm signal is hoisted in Hong Kong at 10:00 a.m.;

“Connected Person” has the meaning ascribed to this term under the Listing Rules;

“Continuing Connected Transactions” has the meaning given to this term in Clause 2.4;

“Encumbrance” means any mortgage, charge (whether fixed or floating), debenture, pledge, lien, option, right of pre-emption, right of retention of title, equity, claims, defects, adverse interests, third party right or any other form of security interest or any obligation (including any conditional obligation) to create any of the same;

“EPC” means engineering, procurement and construction;

“EPC Contractor Services” means a particular form of contracting arrangement where the contractor is made responsible for all the activities from design, procurement, construction, to commissioning and handover of the project to the end-user or owner;

“EPC Services” means the EPC Contractor Services and the engineering, procurement and construction services, on a separate engagement basis, which the Supplier Group may provide to the Purchaser Group under this Agreement;

“Governmental Authority” means, to the extent it has jurisdiction in respect of the relevant matter, any domestic or foreign judicial, legislative, executive, regulatory or competition authority or any other governmental authority, including any federal, state, provincial, municipal governmental agency, court, tribunal, commission or similar government or political subdivision;

“Hong Kong” means the Hong Kong Special Administrative Region of PRC;

“Independent Third Party(ies)” means persons and entities that are not Connected Persons;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as may be supplemented or amended from time to time);

“PRC” means the People’s Republic of China and for the purpose of this Agreement, excludes Hong Kong, Macau Special Administrative Region and Taiwan;

“Purchaser Group” has the meaning set out in Recital (2);

“Refreshed Annual Caps” has the meaning given to this term in Clause 2.4(c);

“Specific Agreement” has the meaning given to this term in Clause 2.2;

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

“Supplier Group” means the Supplier, its subsidiaries and Associates from time to time;

“Term” has the meaning to this term as set out in Clause 7.1;

1.2 **Interpretation.** In this Agreement, unless specifically provided otherwise or the context otherwise requires, the following shall apply:

- (a) **Statutory Provisions.** References to statutory provisions shall be deemed to be references to those provisions as amended or re-enacted or as their applications are modified by other provisions from time to time (whether before or after the date of this Agreement) and shall include any provisions of which they are re-enactments (whether with or without modification).
- (b) **Law.** References to **“law”** shall be construed so as to include any common and customary law; and any constitution, decree, judgment, legislation, code, order, ordinance, regulation, rule, statute, treaty or other legislative measure applicable from time to time, and **“lawful”** shall be construed accordingly.

- (c) **Clauses.** References herein to “**Clauses**” and “**Schedules**” and “**Appendices**” are to clauses of and schedules and appendices to this Agreement and the Schedules and Appendices to this Agreement form an integral part of this Agreement.
- (d) **Headings.** Headings are inserted for convenience only and shall not affect the construction of this Agreement.
- (e) **Gender; Number.** The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.
- (f) **Successors.** The expressions “**Supplier**” and “**Purchaser**” include their respective successors in title, permitted assigns and nominees.
- (g) **Construction.** The rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word “**other**” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things. General words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be covered by the general words.

2. PROCUREMENT OF THE EPC SERVICES

- 2.1 Subject to the annual caps determined by VPower (the “**Annual Caps**”) and the transactions contemplated under this Agreement having been approved by the independent shareholders of VPower by way of poll at the extraordinary general meeting of VPower in compliance with the Listing Rules (“**Date of Shareholders’ Approval**”), the Parties hereto agree that, at the request of the Purchaser (by itself or on behalf of the other members of the Purchaser Group), the Supplier (for itself and on behalf of the other members of the Supplier Group) shall provide the EPC Services to the Purchaser Group from time to time.
- 2.2 Subject to Clause 3.1, the relevant member(s) of the Supplier Group and the Purchaser Group shall enter into specific agreements (each a “**Specific Agreement**”) in respect of each transaction contemplated under this Agreement, which shall specify terms of the EPC Services to be provided. Each Specific Agreement shall specify, at a minimum, the following information: scope of service, fees and payment arrangement, the member(s) of the Supplier Group and the Purchaser Group who are the contracting parties under the relevant Specific Agreement, and further provided that the terms of each Specific Agreement shall comply the terms of this Agreement in all material respects.
- 2.3 The Supplier and the Purchaser agree and acknowledge that the EPC Services are and shall be procured in the ordinary and usual course of business of the Purchaser Group.

2.4 The Supplier and the Purchaser agree that the continuing provision of the EPC Services by the Supplier Group to any member of the Purchaser Group in accordance with the terms of this Agreement and the relevant Specific Agreement from time to time (the “**Continuing Connected Transactions**”) shall be conducted on normal commercial terms or better, in particular:

- (a) the terms of the Continuing Connected Transactions shall be determined after arm’s length negotiations between the members of the Supplier Group and the Purchaser Group, and the terms of the Specific Agreement must be fair and reasonable and in the interest of the shareholders of VPower as a whole;
- (b) the Continuing Connected Transactions shall be on terms that are no less favourable to the Purchaser Group when compared with terms that Purchaser Group would be able to obtain from Independent Third Party suppliers in accordance with Clause 5; and
- (c) the annual transaction amounts under the Continuing Connected Transactions shall not exceed the applicable Annual Caps, and where such Annual Caps are likely to be exceeded, any further Continuing Connected Transaction shall not proceed unless and until VPower has complied with the requirements of the Listing Rules with regard to new Annual Caps (the “**Refreshed Annual Caps**”), approved by the independent non-executive Directors of VPower and (if applicable) the independent shareholders of VPower at a general meeting held, and VPower having complied with such other requirements as may be prescribed under the Listing Rules for the Refreshed Annual Caps. In a case where the Refreshed Annual Caps are not approved in accordance with the requirements under the Listing Rules, the Supplier and the Purchaser shall negotiate in good faith to ensure the implementation of the remaining Specific Agreements will not violate the provisions of the Listing Rules and within the limits of original Annual Caps.

2.5 Nothing in this Agreement (including the existence of the Annual Caps) shall be construed to impose any obligation on the Supplier or any member of the Supplier Group to provide the EPC Services to the Purchaser, or any obligation on the Purchaser or the Purchaser Group to procure the EPC Services from the Supplier or the Supplier Group. The Specific Agreements to be entered into shall be entirely discretionary on the part of the relevant Parties and by mutual agreement only with no intention of exclusivity in dealings. The Supplier Group may provide the EPC Services or similar services to any other third parties and similarly, the Purchaser Group may procure the EPC Services or similar services from any other third parties.

3. ANNUAL CAPS

3.1 VPower and the Supplier hereby agree that the maximum aggregate transaction amount the Purchaser Group may pay the Supplier Group in relation to transactions contemplated

under this Agreement for each financial year/respective period would not exceed the Annual Caps for that year/period, unless VPower refreshes the Annual Caps (in which case VPower shall ensure that the disclosure and independent shareholders' approval requirements under the Listing Rules in respect of the Refreshed Annual Caps shall be complied with).

- 3.2 VPower hereby acknowledges and agrees that if it is not able to comply with such requirements under the Listing Rules or the payments to be made by the Purchaser Group under the Specific Agreements given have reached the Annual Caps (which may be amended by VPower from time-to-time in accordance with Clause 3.1), the Purchaser Group shall, with prior written notice to the Supplier Group, suspend the carrying out of Specific Agreement(s) until such time it is able to comply with the Listing Rules and VPower shall use its best efforts to procure such compliance forthwith. Subject to the foregoing, the Supplier (for itself or on behalf of the other members of the Supplier Group) agrees with VPower that it shall not claim against VPower and shall waive to the fullest extent the Purchaser Group's liabilities under this Agreement or the relevant Specific Agreement(s) for the suspension (and where required, termination) of the obligations that would make VPower non-compliant with its obligations under the Listing Rules with respect to the performance of this Agreement and the transactions contemplated hereunder.

- 3.3 The Supplier acknowledges and agrees that VPower will be subject to the requirements under Rule 14A.55 to 14A.59 of the Listing Rules, and agrees to provide (and to procure the other members of the Supplier Group to provide) all reasonable assistance and access to VPower's auditors, independent non-executive directors, independent financial adviser(s) and/or other professional advisers sufficient access to its records for the purpose of VPower in complying with the Listing Rules and for it to prepare its financial statements.

4. PROVISION OF THE EPC SERVICES

The Supplier shall, and shall procure that the other members of the Supplier Group will, provide the EPC Services as prescribed in the relevant Specific Agreement.

5. PRICING BASIS

The fees of the EPC Services shall be determined on arm's length basis with reference to the prevailing market prices available to the Purchaser Group by other Independent Third Party suppliers for similar EPC Services. Should the Purchaser Group invite the Supplier Group to offer the EPC Services, the Purchaser Group should, in the supplier selection and procurement process and in its best endeavours, obtain at least two proposals/quotations from Independent Third Party suppliers for its assessment of the fee, completion schedule and other terms offered by the Supplier Group. In any event, the fees charged by the Supplier Group to the Purchaser Group shall be no less favourable to the Purchaser Group than that are offered to the Purchaser Group by Independent Third Party suppliers.

6. REPRESENTATIONS, UNDERTAKINGS AND INDEMNITIES

Warranties. The Supplier represents and warrants to the Purchaser that:

- (a) It is duly incorporated or established and validly existing under the laws of its place of incorporation or establishment.
- (b) All applicable consents, approvals and licenses (to the extent applicable) for the provision of the EPC Services has been or will be at the material time have been obtained and not withdrawn or revoked.

7. DURATION AND TERMINATION

- 7.1 The term of this Agreement shall commence on the Date of Shareholders' Approval and shall have a term of three years effective from the Date of Shareholders' Approval (the "Term").
- 7.2 This Agreement shall be terminated immediately
 - (a) on notice given by either Party at any time following any material breach by the other Party of its obligations hereunder; or
 - (b) on the expiry of the Term unless otherwise renewed by the Parties.
- 7.3 Upon termination or expiry of this Agreement whether under Clause 7.2 above or otherwise, all obligations of each Party shall cease and terminate and no Party shall have any claim against the other parties in respect of any matter arising out of or in connection with this Agreement, subject to accrued rights of either Party in respect of any antecedent breaches of any obligations under this Framework Agreement (including this Clause 7). For the avoidance of doubt, termination of this Framework Agreement shall not affect the Specific Agreement(s) which shall continue to be governed under such terms thereunder.
- 7.4 This Agreement is renewable by the Parties entering into a new or renewal agreement before the expiration of the Term for another term of three years, subject to compliance by VPower with the relevant requirements under the applicable laws and the Listing Rules (as the case may be).

8. FORCE MAJEURE

If the performance by any Party (or such Party's subsidiary or Associate from time to time) of this Framework Agreement or a Specific Agreement (or any part thereof) is prevented, restricted or interfered with by any event or circumstance (whether arising from natural causes, human agency or otherwise) beyond the reasonable control of the said party which causes a cessation of performance or the substantial interference with the ability of the said party to perform its obligations under this Framework Agreement or a Specific Agreement, including (without limitation) any strike, lock-out or other industrial action, labour dispute, riot, civil commotion, war, fire, flood or other acts of God or acts of any Government Authorities, then the said party so affected shall upon giving written

notice to the other Party (or such Party's subsidiary or Associate from time to time) be excused from such the performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavours to resume performance of its obligations under this Framework Agreement and/or the relevant Specific Agreement without delay as soon as the cause of such prevention, restriction or interference cease to materially affected the said party.

9. CONFIDENTIALITY

Subject to Article 3.3 above, none of the Parties may, either before or after the termination of this Framework Agreement, disclose to any person any information designated as confidential by a Party, relating to the Party or to the affairs of such Party, of which any of the Parties is in possession or control during the term of this Framework Agreement save that such disclosure is required by law or any Governmental Authorities, the Listing Rules or the Stock Exchange. Each Party must use all its best endeavours to prevent disclosure of any such confidential information.

10. NOTICES

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or by email or telefax transmission addressed to the intended recipient thereof at its address set out above (or to such other address as any party may from time to time notify the others in writing). Any such notice, demand communication shall be deemed to have been duly served two days after posting.

11. ILLEGALITY AND UNENFORCEABILITY

The illegality, invalidity or unenforceability of any part of this Agreement shall not affect the legality, validity or enforceability of any other part of this Agreement.

12. MISCELLANEOUS

- 12.1 This Framework Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes any previous expression of intent, undertaking or agreement with respect to this transaction.
- 12.2 This Framework Agreement may not be amended, nor will any provision of this Framework Agreement be considered modified or waived, nor will any breach of this Framework Agreement (whether or not previously waived) be considered waived unless such amendment, modification or waiver is in writing and signed by all Parties hereto and, if required, approved by the independent shareholders of VPower.
- 12.3 No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Framework Agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy, or the exercise of any other right or

remedy. The rights and remedies provided in this Framework Agreement are cumulative and not exclusive of any rights or remedies provided by law.

- 12.4 The illegality, invalidity or unenforceability of any provision of this Framework Agreement under the laws of any jurisdiction will not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability or any other provision of this Framework Agreement.
- 12.5 None of the Parties may assign its rights under this Framework Agreement without the prior written consent of the other Party.
- 12.6 Each Party undertakes to the other to execute or procure to be executed all such documents and to do or procure to be done all such other acts and things as may be reasonable and necessary to give both parties the full benefit of this Framework Agreement.
- 12.7 This Framework Agreement may be executed in several counterparts and by different parties hereto or thereto on separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument.
- 12.8 A person who is not a party to this Framework Agreement 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 Framework Agreement but this provision does not affect any right or remedy of a third party which exists or is available apart from that Ordinance, including, for the avoidance of doubt, any such right or remedy of any indemnified party covered under the indemnity provisions herein (if applicable). This Framework Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of or notice to any person who is not a party to this Framework Agreement.
- 12.9 Time is of the essence with respect to this Framework Agreement.
- 12.10 Each Party shall be responsible for its own costs and expenses (including any stamp duty, legal fees and transaction costs) in relation to the preparation, execution and performance of this Agreement.

13. GOVERNING LAW AND JURISDICTION

- 13.1 This Framework Agreement is governed by and will be construed in accordance with the laws of Hong Kong excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Framework Agreement to the substantive law of another jurisdiction. This Section 13 shall survive the expiration or termination for whatever reason of this Framework Agreement.
- 13.2 Any dispute, controversy or claim arising under or relating to this Framework Agreement, or any breach hereof (collectively the “**Dispute**”) shall be submitted to the Hong Kong International Arbitration Centre (“**HKIAC**”) for arbitration at Hong Kong by an arbitration tribunal in accordance with the Arbitration Rules of HKIAC effective at the time of submission of the Dispute to arbitration. In the event that more than one Dispute

arises under this Framework Agreement, such Disputes may be consolidated in a single arbitration proceeding.

[Signature Page Follows]

IN WITNESS whereof this Agreement has been duly executed on the day and year before written.

SIGNED by)
for and on behalf of)
China National Technical Import &)
Export Corporation)
(中國技術進出口集團有限公司))



SIGNED by)
for and on behalf of)
VPower Group International)
Holdings Limited)
(偉能集團國際控股有限公司))

IN WITNESS whereof this Agreement has been duly executed on the day and year before written.

SIGNED by)
for and on behalf of)
China National Technical Import &)
Export Corporation)
(中國技術進出口集團有限公司))

SIGNED by Mr. Lam Yee Chun)
for and on behalf of)
VPower Group International)
Holdings Limited)
(偉能集團國際控股有限公司))

