

# JOINT VENTURE AGREEMENT

## (合資公司協議書)

This Agreement is entered into as of 1st of November 2024 between TESSON HOLDINGS LIMITED. (“TESSON”) and AEROSPACE LITHIUM BATTERY (HONG KONG) CO., LIMITED (“ALBHK”) for the purpose of carrying on a joint venture.

(本協議由天臣控股有限公司 (以下簡稱為“天臣控股”) 和航天鋰電 (香港) 有限公司 (以下簡稱為“航天鋰電香港”) 於 2024 年 11 月 1 日簽署, 旨在設立合資經營公司。)

The purpose of the Joint Venture shall be to develop, assemble and sell Lithium Battery business in China, PRC. The Joint Venture will utilize ALBCO's unique technology, resources and intellectual property advantages in China's new energy field to obtain revenue and profits from lithium battery assembly and sales.

(這個合資企業的目的是研發、組裝和銷售鋰電池業務。合資企業將利用 ALBCO 在中國新能源領域的獨特技術、資源和智慧財產權優勢, 以此獲得鋰電池組裝和銷售所帶來的收入和盈利。)

Both the parties agree to the following terms and conditions:

(雙方同意以下條款和條件: )

1、The total capital of the Joint Venture Business shall be RMB 300,000,000.00.

(這個合資公司的總資本額為人民幣三億元。)

The initial capital amount and nature of the contributions of each party are as follows: (雙方初始資本金額的數目以及貢獻的性質如下: )

TESSON HOLDINGS LIMITED	RMB 153,000,000.00 cash
AEROSPACE LITHIUM BATTERY (HONG KONG) CO., LIMITED	RMB 147,000,000.00 cash
<b>Total</b>	<b>RMB 300,000,000.00 cash</b>

The initial capital is RMB5,000,000.00, and both parties pay in proportion.

(初始資本為人民幣 5,000,000.00 元, 協議雙方按比例支付。)

The contributions of initial capital by each party must be made on or before \_\_\_\_\_2024 into the entities as stated in terms two of this Agreement. The contributions of services and skills must be made commencing immediately following the full execution of this Agreement.

(雙方初始資金必須 2024 年\_\_月\_\_日或之前按照本協議的第二款所陳述的合資公司注資。服務和技能的投入應於本協議全面執行後立即開始。)

The capital requirements must meet the requirements of the Company Law of the People's Republic of China, and all registered capital must be paid up within five years.

關於資本金的條件需滿足中華人民共和國公司法相關要求，所有註冊資本金需在五年內完成實繳。

If any party fails to make the initial contribution within the time specified in this Agreement, the non-defaulting party shall have the right to enforce any and all remedies available at law or in equity, including but not limited to, rescinding this Agreement, seeking injunctive relief and/or recovering damages.

(如果任何一方未能在本協議規定的時間內作出初始出資，則非違約方有權執行法律或衡平法上可用的任何和所有補救措施，包括但不限於撤銷本協議、尋求禁令救濟和/或追償損害賠償。)

2、The entities of the joint venture business shall be as follows:

(合資公司有如下實體：)

AEROSPACE TESSON NEW ENERGY (HONG KONG) CO., LIMITED(“ATNEHK”)

航天天臣新能源(香港)有限公司

- a Hong Kong, PRC Holding Company (一個中國香港控股公司)

AEROSPACE TESSON NEW ENERGY (CHINA) CO., LIMITED(“ATNECN”)

航天天臣新能源(中國)有限公司

- a China, PRC Operating Company (一個中國運營公司)

3、The beneficial interest of each party shall be as follows unless changed pursuant to the terms of this Agreement:

(除非根據本協定條款發生變更，各方的受益權益如下：)

TESSON	Fifty-One percent (51%)
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ALBHK	Foutty-Nine percent (49%)
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4、The profits and losses shall be allocated to each party as follows unless changed pursuant to the terms of this Agreement:

(除非根據本協定條款發生變化，利潤和損失應按下列方式分配給各方：)

TESSON	Fifty-One percent (51%)
ALBHK	Foutty-Nine percent (49%)

5、Each Party shall devote such time and efforts as may be reasonably to develop and operate the Joint Venture business.

(各方應投入合理的時間和精力來發展和經營合資業務。)

Each party shall use its best skills and ability, consistent with sound business practices, to faithfully and diligently to develop and operate the Joint Venture business.

(各方應盡最大努力和能力，遵循良好的商業慣例，忠實勤勉地發展和經營合資業務。)

ALBHK shall contribute its unique technology, intellectual property, professional resources, production processes and market customer resources in the field of large cylindrical batteries to promote and operate the affairs of the joint venture.

(航天鋰電將奉獻其在大圓柱電池領域獨特的技術、智慧財產權、專業資源、生產工藝及市場客戶資源來推進和經營合資公司的事務。)

6、Each party shall not engage, directly or indirectly, in any other business, commercial, or professional activity that is or may be competitive with, or that might create a conflict of interest with, the Joint Venture business or its related entities or affiliates.

(各方不得直接或間接從事與合資企業或其相關實體或附屬公司存在競爭或可能存在利益衝突的任何其他業務、商業或專業活動。)

7、The business and affairs of the Joint Venture shall be managed by both Tesson and ALBHK.

(合資公司的業務和事務將由天臣控股和航天鋰電雙方共同管理。)

Mr. WEI Mingren, a director and chairman of TESSON, Mr. YAN Haiting, a director of TESSON, Mr. WANG Yadong, a director and chairman of ALBHK, shall be the director of AEROSPACE TESSON TECHNOLOGY (HONG KONG) CO., LIMITED.

(天臣控股董事和主席韋茗仁先生、天臣控股的董事閻海亭先生、航天鋰電香港王亞東先生，將出任航天天臣香港公司的董事。)

Mr. WEI Mingren, a director and chairman of TESSON, shall be the legal representative and chairman of AEROSPACE TESSON TECHNOLOGY (CHINA) CO., LIMITED.

(天臣控股的董事和主席韋茗仁先生將作為航天天臣(中國)的法定代表人、董事長。)

All actions taken by the Management shall be by majority vote of its parties, except as otherwise expressly provided in this Agreement.

(所有的管理行為將由投票多數決定，除非在本協議中另有規定。)

8、No party or its affiliates shall disclose any Proprietary Information to any third parties and shall not use any Proprietary Information in that party' s or Affiliates' business or any affiliated business without the prior written consent of the other party, and then only to the extent specified in that consent.

(任何一方或其關聯方均不得向任何協力廠商披露任何專有資訊，且未經另一方事先書面同意，不得在該方或其關聯方的業務或任何關聯業務中使用任何專有資訊，且只能在該同意規定的範圍內使用。)

9、The joint venture business must obtain the joint venture company's business license and the approval of China's national industrial and commercial administrative department.

(合資業務須獲得合資公司的營業執照及中國國家工商行政部門的批准。)

10. The transactions contemplated under this Agreement are subject to Tesson having obtained the shareholders' approval at the special general meeting in respect of the Agreement and transactions contemplated thereunder in accordance with the requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.



(本協議下擬進行的交易須待天臣控股根據香港聯合交易所有限公司證券上市規則的規定,於股東特別大會上就本協議及其項下擬進行的交易取得股東批准後,方可作實)

11、The Agreement shall be terminated if (這項協議將必須終止如果: )

(a) both parties mutually agreed to terminate. (雙方同意終止。)

(b) either of the parties is involved in any sort of fraudulent activity. (任何一方參與了任何欺詐行為。)

(c) any act or event which makes the continuation of the business of the Joint Venture impossible or impracticable. (有使合資公司的業務不能或者不切實際的繼續運作的任何行為或者事件。)

(d) either of the parties is involved in bankruptcy or insolvency. (任何一方破產或者無力償債。)

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

(茲證明，簽名人已經簽署這項協定，這項協定是從上面寫的日期開始生效。)

SIGNED by

For and on behalf of  
Tesson Holdings Limited  
in the presence of:

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SIGNED by

For and on behalf of  
Aerospace Lithium Battery (Hong Kong) Co., Limited  
In the presence of

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