

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): August 29, 2024

UNIVERSAL ELECTRONICS INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-21044
(Commission File No.)

33-0204817
(I.R.S. Employer
Identification No.)

15147 N. Scottsdale Road, Suite H300, Scottsdale, Arizona 85254-2494
(Address of principal executive offices and zip code)

(480) 530-3000
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	UEIC	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On August 29, 2024, Universal Electronics Inc.'s subsidiary Gemstar Technology (Yangzhou) Co. Ltd. ("GTY") entered into a Line of Credit Agreement ("LOC"), a Maximum Mortgage Contract (the "Mortgage Contract"), and a Working Capital Loan Contract (the "WC Contract"), each with Bank of China Limited, Baoying Sub-Branch (collectively, the LOC, Mortgage Contract and WC Contract is herein referred to as the "BOC Loan Contracts"). Subject to the terms and conditions of the BOC Loan Contracts, GTY is allowed to borrow up to 80,000,000 RMB for general business purposes until July 24, 2025.

The foregoing description of the BOC Loan Contracts does not purport to be complete and is qualified in its entirety by reference to the full text of the BOC Loan Contracts, which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits. The following exhibits are furnished with this report.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Line of Credit Agreement signed August 29, 2024 (filed herewith)
10.2	Maximum Mortgage Contract signed August 29, 2024 (filed herewith)
10.3	Working Capital Loan Contract signed August 29, 2024 (filed herewith)
104	Cover Page to this Current Report on Form 8-K, formatted in Inline XBRL

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Universal Electronics Inc.

Date: September 3, 2024

By: /s/ Bryan Hackworth
Bryan Hackworth
Chief Financial Officer
(Principal Financial Officer)

English Convenience Translation
Original agreement has been executed in Chinese

Line of Credit Agreement

No. 150176529E240725001

Party A: Gemstar Technology (Yangzhou) Co. Ltd.

Unified Social Credit Code: 91321023769142817E

Legal Representative/Person in Charge: SZETO, CHI KONG

Domicile: No. 9, Junsheng Road, Concentrated Industrial Zone, Fanshui Town, Baoying County, Zip Code: 225800

Account-opening financial institution and account number: Bank of China, Fanshui Sub-branch 530058204942

Tel.: 0514-88423333 Fax: 0514-88423333

E-mail: ylzhang@uei.com, pcheung@uei.com

Party B: Bank of China Limited, Baoying Sub-branch

Legal Representative/Person in Charge: Fang Liang

Domicile: No. 915, Ye Ting Road, Baoying County Zip Code: 225800

Tel.: 0514-88121417 Fax: 0514-88121417

The following agreement is hereby entered into and concluded by and between Party A and Party B in the principles of voluntariness, equality, mutual benefit, honest and credibility upon the consensus reached by them through negotiation, in order to develop a friendly and mutually-beneficial cooperative relationship.

Article 1 Business Scope

Party B shall provide a credit limit to Party A according to this Agreement. Subject to compliance with the provisions of the Agreement and relevant individual agreements, Party A may apply to Party B for revolving, adjustment or one-time use for the purpose of operating short-term loans, overdraft in corporate account, bank acceptance bills, trade financing, guarantees, fund business and other credit business (collectively referred to as "individual credit business").

The trade financing business referred to herein includes opening of international and domestic letters of credit, import and export bill advance, delivery guarantee, export discount under letters of credit, buyer and seller bill advance for domestic letters of credit, negotiation for domestic letter of credit, as well as other international and domestic trade financing businesses.

The guarantee business referred to herein includes issuance of guarantees/standby letters of credit, as well as various other international and domestic guarantee businesses.

Article 2 Types and Amount of Credit Limit

Party B agrees to provide Party A with the following credit limit:

Currency is: RMB.

Amount is: (in words) Eighty Million Yuan Only;

(in figures) ¥ 80,000,000.00.

The specific type and amount are as follows:

1. The loan limit is RMB 80 million, including:

(1) A short-term working capital loan limit of RMB 80 million;

(2) /.

Article 3 Use of Credit Limit

1. Party A may use corresponding limit, during the using period of the credit limit specified herein, according to the following method (1), within the limit for various individual credit business specified herein:

(1) Revolving use. The specific type of credit limit included is: a limit on short-term working capital loan.

(2) One-time use. The specific type of credit limit included is: /.

If Party A needs to adjust the use of the business-related credit limit specified in Article 2, it shall apply to Party B in writing, and Party B shall decide whether to adjust it and the specific measures for adjustment, and notify Party A in writing.

2. The credit balance of Party A already occurred in Party B as of the effectiveness date hereof based on the previously effective *Line of Credit Agreement* or similar agreements and their individual agreements shall be deemed to be credited hereunder, and occupy the credit limit under the Agreement.

Article 4 Occupation Method of the Amount of Credit Limit

There are three ways to occupy the amount of the credit limit specified in Article 2 hereof:

1. Non-occupation: It refers to the business under an individual agreement that Party A offers a sufficient amount of margin or cash equivalents (including but not limited to national debts and deposit receipt) as pledge guarantee, or the credit risks of such business is fully transferred to a financial institution recognized by Party B (including but not limited to the pledge for bank acceptance bill provided by Party A to a financial institution recognized by Party B for acceptance), and the amount of credit limit agreed in Article 2 hereof is not occupied.

2. Partial occupation: It refers to the business under an individual agreement (except for short-term loan business), in which the part covered by the guarantee offered by Party A by pledging security deposit or cash equivalents (including but not limited to national debts and deposit receipt) and the part of such business which credit risks are transferred to a financial institution recognized by Party B (credit risks transferred to a financial institution recognized by Party B cover but are not limited to the pledge of the bank acceptance bill provided by Party A to a financial institution recognized by Party B for acceptance) shall not occupy the amount of credit limit specified in Article 2 hereof; The part uncovered by the guarantee provided by pledging the margin or cash equivalents as well as the part of the business which credit risks are not transferred to a financial institution recognized by Party B shall occupy the amount of the credit limit specified in Article 2 hereof.

3. Full occupation: It refers to the businesses other than that specified in the above item 1 and 2, which occupy the amount of credit limit specified in Article 2 hereof.

The aforementioned individual agreements shall be subject to the unified management hereunder, shall constitute integral parts hereof, and shall be bound by this Agreement, except as otherwise agreed in such individual agreements.

This provision shall also apply to the method for occupying the balance of the credit limit already occurred by Party A in Party B as specified in clause 2 of Article 3 hereof.

Article 5 Agreements to be Signed for Operating Individual Credit Business

Party A shall submit corresponding Application Form to Party B and/or sign corresponding contract/agreement with Party B (collectively referred to as "Individual Agreement") if it applies to Party B for an individual credit business hereunder.

Article 6 Use Term of Credit Limit

The use term of the credit limit determined in Article 2 of this Agreement shall be from the effectiveness date hereof to July 24, 2025.

When the use term of the credit limit mentioned in the preceding paragraph expires, a supplementary agreement may be signed in writing to specify a new credit limit and its use term, etc. if Party B will continue providing the credit limit to Party A upon the consensus reached by both parties through negotiation. This supplementary agreement shall constitute an integral part hereof, and any matters not covered thereby shall be governed by the provisions of this Agreement, and it shall have the same legal effect as this Agreement.

Expiration of the use term of the credit limit shall not affect the legal effect of this Agreement, and shall not constitute the ground for termination hereof. The individual credit business already operated by both parties according to this Agreement shall continue to be performed according to this Agreement and relevant individual agreements, and the rights and obligations already occurred shall be fully exercised and fulfilled.

Article 7 Preconditions for Operating Individual Credit Business

To conduct an individual credit business, Party A shall meet the following conditions as required by Party B:

1. The company documents, receipts, seals, list of relevant personnel and signature samples related to signature of this Agreement and individual agreements shall be left to Party B, and relevant certificates shall be filled in properly;
2. Accounts necessary for operating individual credit business shall be opened;
3. The guarantees specified in this Agreement and individual agreements shall have been effectively established;
4. Other prerequisites for operating the business as specified in individual agreements;
5. Other conditions that Party B believes Party A shall meet.

Article 8 Guarantee

Both parties agree to offer guarantee for Party A's debts to Party B under this Agreement and individual agreements by adopting the following method:

■ **Maximum mortgage**

- (1) Gemstar Technology (Yangzhou) Co. Ltd. shall provide the maximum mortgage, and sign corresponding maximum mortgage contract.

■ **For operating individual credit business, corresponding guarantee contracts shall be signed for such business agreement.**

If Party A or the Guarantor experiences an event that Party B considers may affect their ability to perform, or if the guarantee contract becomes invalid, revoked or terminated, or if the financial condition of Party A or the Guarantor deteriorates or becomes involved in major litigation or arbitration cases, or if the accounts of Party A or the Guarantor are sealed, or for other reasons that may affect their ability to perform, or if the Guarantor breaches the guarantee contract or other contracts with Party B, or if the collateral depreciates, is damaged, lost or sealed, resulting in a decrease or loss of the guarantee value, Party B has the right to demand, and Party A has the obligation to provide new guarantees, replace Guarantors, etc. to guarantee the debts under the Agreement.

Article 9 Statements and Undertakings

Party A represents as follows:

1. Party A is legally registered and existing lawfully, and has the full capacity for civil rights and civil conduct necessary for signature and performance hereof;
2. Signature and performance of this Agreement and individual agreements are based on the true intention of Party A, and have been legally and validly authorized according to its Articles of Association or other internal governing documents, and will not be in breach of any agreement, contract and other legal documents that are binding on Party A. Party A has

obtained or will obtain all the relevant approvals, permits, filing or registration necessary for signature and performance hereof;

3. Any and all documents, financial statements, vouchers and other information provided by Party A to Party B under this Agreement and individual agreement are true, complete, accurate and valid;

4. The transaction background of Party A's application to conduct business with Party B is true, legal, and does not involve illegal purposes such as money laundering, terrorist financing, financing for the proliferation of weapons of mass destruction, tax evasion, fraud, etc., and does not violate the United Nations, China and other applicable sanctions;

5. Party A has not concealed from Party B events that may affect its and the Guarantor's financial position and contractual capacity.

6. The purpose of the loan and the source of repayment are true and legitimate.

Party A states as follows:

1. According to the requirements of Party B, Party A shall regularly or promptly submit its financial statements (including but not limited to annual reports, quarterly reports, and monthly reports) and other relevant materials to Party B;

2. Party A shall accept and cooperate with Party B in the inspection and supervision of its use of the credit limit and related production, operation and financial activities;

3. If Party A signs a counter guarantee contract or similar contract with the Guarantor of this Agreement regarding its guarantee obligations, the contract will not prejudice any rights of Party B under this Agreement;

4. Prior to any merger, division, capital reduction, equity transfer, external investment that may affect its debt paying ability, provision of guarantees, substantial increase in debt financing, major asset and debt transfer, or other significant matters, Party A shall obtain the written consent of Party B in advance;

Party A shall timely notify Party B in case of:

- A. A. Any change in the Articles of Association, business scope, registered capital or legal representative of Party A or Guarantor;
- B. B. Any form of joint operation, joint venture with foreign investors, cooperation, contracted operation, reorganization, restructuring, listing plan or other change in business mode;
- C. C. Being involved in any material lawsuit or arbitration cases, or sealing up, seizure or supervision of or on any properties or collateral, or establishment of any new guarantee over the collateral;
- D. D. Going out of business, dissolution, liquidation, winding up, revocation, revocation of business license, (being filed) filing for bankruptcy, or otherwise;
- E. E. That any shareholder, director and current senior officer is suspected of gross cases or financial disputes;
- F. F. That Party A commits any event of default under other contracts;
- G. G. Any operating difficulty and deterioration of financial position;
- H. H. Other significant adverse events that affect Party A's ability to repay debts.

5. For matters not specified in this Agreement or individual agreements, Party A agrees to handle them in accordance with Party B's relevant regulations and business practices;

6. Party A will not use the funds obtained under this Agreement and individual agreements for refinancing or purchasing other financial products for arbitrage, for illegally adding implicit local government debt, or for inflating fiscal revenue;

7. Party A shall cooperate with Party B to conduct due diligence work, provide and update information on the institution and its beneficial owners, and provide background information on the transaction;

8. Party A shall submit its environmental (climate), social, and governance risk report to Party B. Party A declares and guarantees to strengthen environmental (climate), social, and governance risk management, and promises to accept the supervision of Party B. If Party A violates the aforementioned agreement, it shall constitute or be deemed as an event of default under this Agreement, and Party B may take remedial measures for breach of contract in accordance with the provisions of this Agreement.

9. Party A undertakes that: (1) During the period of credit granted by Party B, the actual controller of Party A shall not be changed, otherwise it shall be regarded as a breach of contract and Party B shall have the right to recover the credit in advance; (2) If Party A stops production due to the occurrence of safety production and environmental protection accidents caused by the enterprise, Party B shall only accept the credit until the rectification is completed.

Article 10 Related Parties in Party A's Group and Disclosure of the Transactions made with Related Party

Both parties agree that the following clause 1 shall apply:

1. Party A does not belong to the Group customers as determined by Party B in accordance with the Guidelines for the Risk Management by Commercial Banks for Granting Credit to Customer Groups (CBRC Order 2010 No. 4) (hereinafter referred to as "Guidelines").

2. Party A belongs to the Group customer as determined by Party B in accordance with the *Guidelines*. Party A shall timely report to Party B the transactions made with related parties with an amount of more than ten percent (10%) of net assets in accordance with Article 17 of the *Guidelines*, including the relation of the parties to the transaction, the items and nature of the transactions, the amount or corresponding percentage of the transactions, and pricing policies (including the transactions for which there is no amount or there is only a nominal amount).

Article 11 Event of Default and Handling

Any of the following events shall constitute or be deemed as an event of default by Party A under this Agreement and individual agreements:

1. Party A fails to fulfill its payment and settlement obligations to Party B in accordance with the provisions of this Agreement or individual agreements;

2. Party A fails to use the funds obtained for the agreed purpose in accordance with this Agreement and the individual agreement, or Party A uses the obtained funds for refinancing or purchasing other financial products for arbitrage, or Party A violates the rules to increase the hidden debts of local governments, or Party A misappropriates the funds obtained to inflate fiscal revenue;

3. The statements made by Party A in this Agreement or individual agreements are untrue or have not complied with the commitments made in this Agreement or individual agreements;

4. In the event of the circumstances specified in Article 9, Paragraph 2, Item 4 of the "Undertaking of Party A" of this Agreement, Party B believes that it may affect Party A's financial condition and performance ability, or may affect the financial condition and performance ability of the Guarantor, and Party A fails to provide new guarantees or replace Guarantors in accordance with the provisions of this Agreement;

5. The credit status of Party A has declined;

6. Party A ceases to operate or an event of dissolution, revocation or bankruptcy occurs;

7. Party A refuses to cooperate with Party B to carry out due diligence, Party A or its counterparty is suspected of money laundering, terrorist financing, nuclear weapons proliferation, violation of sanctions, or other violations of laws and regulations, or Party A and the Guarantor are included in the United Nations, China and other applicable sanctions lists;

8. Party A violates other provisions on the rights and obligations of the parties in this Agreement or single agreements;

9. Party A has an event of default under other contracts with Party B or other institutions of Bank of China Limited;

10. The Guarantor breaches the terms of the security contract or has an event of default under another contract with Party B or another institution of Bank of China Limited.

In case of any event of default as provided for in the preceding paragraph, Party B shall be entitled to take the following measures separately or simultaneously depending on the situation:

1. Requiring Party A and the Guarantor to correct their defaulting behavior within a stipulated time;

2. Reducing, suspending or terminating the credit limit to Party A, in whole or in part;

3. Suspending or terminating, in whole or in part, acceptance of Party A's business applications under this Agreement, individual agreements, other agreements between Party A and Party B, etc.; suspending, or terminating, in whole or in part, the issuance and processing of the loans not yet issued or the trade financing and guarantee businesses not yet processed;

4. Announcing that the principal of the outstanding loans, trade financing amount and principal and interest of guarantee advances and other payable amounts under this Agreement, individual agreements, or other agreements between Party A and Party B become due immediately in whole or in part;

5. Terminating or cancelling this Agreement, or terminating or cancelling individual agreements or other agreements between Party A and Party B fully or partially;

6. Requiring Party A to compensate Party B for the losses caused by its breach of contract, including but not limited to litigation, attorney's, notarization, execution and other related costs, expenses and fees occurred for realizing the creditor's rights;

7. Deducting the funds from the accounts opened by Party A with Party B and other institutions of Bank of China Limited to settle all or part of the debts owed by Party A to Party B. The outstanding amount in the account is considered to be prematurely due. If the currency of the account is different from the currency in which Party B's business is denominated, the amount shall be converted at the foreign exchange rate applicable to Party B at the time of deduction;

8. Exercising the security interest.

9. Requiring the Guarantor to assume the guarantee liability.

10. Other measures deemed necessary by Party B.

Article 12 Reservation of Rights

The failure of either party to exercise some or all of its rights under this Agreement or the individual agreement, or to request the other party to perform or assume some or all of its obligations or liabilities, shall not constitute a waiver of such rights or a waiver of such obligations or liabilities.

Any tolerance, rollover or postponement of the exercise of rights under this Agreement or the individual agreement by one party to the other party shall not affect any rights it enjoys under this Contract and laws and regulations, nor shall it be deemed as a waiver of such rights.

Article 13 Revision, Amendments, Termination and Partial Invalidity

This Agreement may be changed or amended in writing by mutual agreement, and any change or amendment shall constitute an integral part of this Agreement.

Unless otherwise provided by laws and regulations or agreed upon by the parties, this Agreement shall not be terminated until all rights and obligations under it and all individual agreements have been fully fulfilled.

Unless otherwise provided by laws and regulations or agreed by the Parties, the invalidity of any article of this Agreement shall not affect the legal effect of the other articles.

Article 14 Governing Law and Settlement of Dispute

Unless otherwise agreed by the parties, this Agreement and individual agreements shall be governed by the laws of the People's Republic of China (excluding the laws of the Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region for the purpose of this Agreement and individual agreements).

Unless otherwise agreed by the parties, all disputes arising from conclusion and performance of, or related to, this Agreement or individual agreements after their effectiveness may be settled by both parties through consultation. **In case of unsuccessful negotiation, either party may settle it in the following 2 way:**

1. Arbitration. It shall be submitted to:

- China International Economic and Trade Arbitration Commission
- Beijing Arbitration Commission (Beijing International Arbitration Center)
- Arbitration Committee

for arbitration in (place of arbitration) in accordance with the then current arbitration rules of such Committee/ Commission effective at the time of applying for arbitration. The arbitral award shall be final and binding on the parties.

2. Lawsuit. The parties may settle it through litigation by choosing a Chinese court through negotiation.

■ A lawsuit may be legally filed with the People's Court in the place where the domicile of Party B or other institution of Bank of China Limited which exercises and fulfills its rights and obligations under this Agreement or individual agreements locates.

□ A lawsuit may be legally filed with China International Commercial Court under The Supreme People's Court of The People's Republic of China (for any international commercial dispute with a subject matter in the amount of RMB300 million or more).

□ A lawsuit may be legally filed with the competent People's Court.

Other terms and provisions of this Agreement or of individual agreements shall continue to be performed during dispute settlement period, if such dispute does not affect performance of such other terms and provisions.

Article 15 Annexes

The following annexes, as well as other annexes and individual agreements confirmed by both parties, constitute an integral part of this Agreement and have the same legal effect as this Agreement.

- Annex 1: Applicable for opening international letter of credit business.
- Annex 2: Applicable for import bill advance business.
- Annex 3: Applicable for export bill advance business.
- Annex 4: Applicable for export discount business under letter of credit.
- Annex 5: Applicable for issuing letter of guarantee/standby letter of credit business.
- Annex 6: Applicable for opening domestic letter of credit business.
- Annex 7: Applicable for domestic letter of credit seller's bill advance business.
- Annex 8: Applicable for domestic letter of credit buyer's bill advance business.
- Annex 9: Applicable for domestic letter of credit negotiation business.
- Annex 10: Applicable for outward remittance financing business.
- Annex 11: Applicable for opening back-to-back letter of credit business.
- Annex 12: Applicable for outward remittance (domestic trade) financing business.
- Annex 13: .

Article 16 Miscellaneous

1. Party A shall not assign any of its rights or obligations under this agreement or individual agreements to any third party without the written consent of Party B.

2. If Party B needs to entrust other institutions of Bank of China Limited to fulfill the rights and obligations under this Agreement and individual agreements due to business needs, Party A acknowledges this; The other institutions of Bank of China Limited authorized by Party B have the right to exercise all rights under this Agreement and individual agreements, and have the right to file a lawsuit or submit to an arbitration institution for arbitration in case of disputes under this Agreement and individual agreements.

3. Without prejudice to the other terms of this Agreement or individual agreements, this Agreement shall be legally binding on the Parties and their respective legally created successors and assignees.

4. Unless otherwise agreed, both parties shall designate the domicile specified in this Agreement as the communication and contact address, and the effective delivery address confirmed by both parties. The scope of application of the delivery address includes the delivery of various notices, agreements, and other documents during the performance of the contract by both parties, as well as the delivery of relevant documents and legal documents in case of disputes arising from this Agreement (including but not limited to all litigation stages such as arbitration, first instance, jurisdiction objection and reconsideration, second instance, retrial, remand for retrial, and enforcement after civil litigation procedures, and legal documents including but not limited to various notices, arbitration awards, judgments, rulings, mediation agreements, etc.).

Party A agrees that Party B or the arbitration institution or the court may send relevant documents and legal documents to Party A by electronic service through Party A's fax or email address as listed in this Agreement.

If both the delivery address and electronic delivery method are agreed upon at the same time, either method can be chosen, and delivery to the address designated by Party A shall have the same legal effect as electronic delivery. If multiple methods are used to deliver the same matter or legal document, they all have the effect of delivery, and the first delivery date shall be deemed as the date of delivery.

If there is any change to the above address or method, the changing party shall notify the other party in writing of the changed address or method 10 working days in advance. In arbitration and civil litigation proceedings, if either party changes their address or method, it shall fulfill the obligation to serve notice of the change of address or method to the arbitration institution or court. If one party fails to fulfill the notification obligation in the aforementioned manner, the delivery address or method confirmed in this Agreement shall still be deemed as a valid delivery address or method.

If a legal document cannot be actually received by one party due to inaccurate service address or method provided or confirmed by one party, failure to inform the other party and the court in a timely manner in accordance with procedures after the change of address or method of service, or refusal of the designated recipient to sign for receipt, etc., the date of service shall be deemed to be the date on which the document is returned; Where service is made directly, the date on which the person delivering the service indicates the circumstances on the receipt of service on the spot shall be deemed to be the date of service; If it is delivered electronically, it shall be deemed to be the date of delivery from the date of entering the system designated by Party A.

The provisions regarding the delivery address of relevant documents and legal documents in this clause are independent provisions of this Agreement regarding the confirmation of valid delivery addresses; If this Agreement is confirmed to be invalid or revoked in whole or in part, this clause shall remain valid.

5. The headings and business names under this Agreement are used for convenience of reference only and shall not be used to interpret the content of the terms and the rights and obligations of the Parties.

6. If Party B is unable to perform this Agreement or to perform in accordance with this Agreement due to changes in laws, regulations or regulatory requirements, Party B shall be entitled to terminate or change the performance of this Agreement and the individual agreements hereunder in accordance with changes in laws, regulations or regulatory requirements. If the termination or modification of this Agreement or any individual agreement under it due to such reasons results in the inability of Party B to perform or comply with the provisions of this Agreement or any individual agreement under it, Party B shall be exempted from liability.

7. Party A may consult and complain about this Agreement and the business and fees under this Agreement through the contact phone number of Party B listed in this Agreement.

8. According to laws, regulations, and regulatory provisions, in view of the financial products or services related to the credit business applied for by Party B, Party A agrees and authorizes Party B to collect, query, store, use, process, transmit, provide, and delete the following relevant information of Party A during the due diligence, review and approval, business processing, financing disbursement, post loan management, collateral registration and disposal, and debt collection process of the relevant financial products and services, including:

(1) The relevant information of Party A in the financial credit information basic database and other legally established credit information databases.

(2) Party A's industrial and commercial registration information, customs import and export information, tax payment information, invoice information, financial information, water and electricity fee payment situation and data, payroll information, communication fee payment information, POS receipt data, Internet credit information, payment and settlement information, mortgage and pledge information, and other relevant information of the unit held by third-party institutions.

(3) Party A's public security involvement information, litigation or arbitration information, asset seizure, detention or compulsory execution situation, court litigation judgment, arbitration award, administrative penalty, social security payment, etc.

(4) The information generated or obtained by Party B during the provision of financial products or services to Party A.

(5) For the avoidance of ambiguity, the relevant information does not include any information that can be obtained through public channels.

Party A agrees and authorizes Party B to collect, query, store, use, process, transmit, provide and delete the above information, specifically including:

(1) Retrieve relevant information of Party A through the financial credit information basic database and other legally established credit information databases.

(2) Provide the information related to this Agreement and other relevant information of Party A to the financial credit information basic database and other legally established credit information databases for qualified institutions or individuals to query and use in accordance with the law.

(3) Share the above relevant information internally among members of Party B's group to meet the needs of post grant management, as well as legal and regulatory requirements for unified credit management of Party A.

(4) Provide the above relevant information to the relevant third-party organizations according to the needs of credit business processing, debt collection, debt transfer and post-grant management.

The validity period of this authorization shall be until the date when Party A settles all credit within the scope of Party B's group.

Article 17 Effectiveness of the Agreement

This Agreement shall come into effect from the date when it is signed and affixed with official seals by the legal representatives or persons in charge of Party A and Party B or their authorized signatories.

This Agreement is made in triplicate, with both parties and the Guarantor holding one, which shall have equal legal force.

Gemstar Technology (Yangzhou) Co. Ltd.

Authorized Signatory: /s/ Chi Kong Szeto

Dated August 29, 2024

Bank of China Limited, Baoying Sub-branch

Authorized Signatory: /s/ Jun Tao

Dated August 29, 2024

Annex 1: Applicable for opening international letter of credit business

1. In case of any inconsistency between the provisions of this Annex and the *Line of Credit Agreement* (hereinafter referred to as the "*Agreement*"), the provisions of this Annex shall prevail.

2. The application for opening a letter of credit from Party A to Party B shall meet the prerequisite conditions specified in the *Agreement*.

3. Party A agrees that Party B shall handle all matters under the letter of credit in accordance with the *Uniform Customs and Practice for Documentary Credits* (UCP500/UCP600, the same below) of the International Chamber of Commerce, and shall assume the obligations and liabilities arising from that.

4. Opening and amendment of letter of credit:

(1) If Party B accepts Party A's application to open a letter of credit, Party B shall issue the letter of credit in accordance with the *Application for Opening an International Letter of Credit* submitted by Party A, and the final content shall be subject to the letter of credit issued by Party B.

(2) The Party B's request for Party A to submit documents or files related to the opening of the letter of credit, such as trade contracts, shall not be interpreted as Party B's obligation to open the letter of credit in accordance with such documents or files.

(3) If Party A needs to modify the letter of credit, it shall submit an *International Letter of Credit Amendment Application* to Party B. Party A agrees that Party B shall handle the modification matters under the letter of credit in accordance with the above-mentioned *Uniform Customs and Practice for Documentary Credits*, and shall assume the obligations and liabilities arising from that. Once the amendment to the letter of credit is issued, it shall be binding on Party A.

(4) Party B has the independent right to make judgments on the amendment of the letter of credit. Party B has the right to refuse the amendment application submitted by Party A and also has the right to make suggestions on the amendment content. If the amendment of the letter of credit involves amounts, currencies, interest rates, terms, etc., and Party B believes that it increases the obligations of the Guarantor, Party B has the right to request Party A to increase the guarantee deposit and/or require Party A to obtain the signature and consent of the Guarantor on the *Application for Amending an International Letter of Credit*, and/or provide the maximum amount of deposit guarantee and/or other guarantees. Otherwise, Party B has the right to refuse Party A's amendment application.

(5) The amendment of the letter of credit shall not change Party A's other rights and obligations under this Agreement and this Annex.

(6) The contents related to the letter of credit in the *Application for Opening an International Letter of Credit* and *Application for Amending an International Letter of Credit* shall be filled in English. If any ambiguity arises due to unclear handwriting or ambiguous meanings in the application, all responsibilities arising from that shall be borne by Party A.

(7) Party A shall pay all expenses incurred by Party B in opening and amending the letter of credit on time (including relevant bank fees that the foreign beneficiary refuses to bear), and the billing method shall be implemented in accordance with the regulations of Party B.

5. External payment under letter of credit:

(1) During the validity period of the letter of credit, upon receipt of the notice of arrival from Party B, Party A shall notify Party B of the document handling opinions within the time specified in the notice. Otherwise, it shall be deemed that Party A has no objection to the documents and agrees to Party B's external payment/acceptance/commitment to payment; If Party A notifies Party B to accept the documents within the time specified in the notice of receipt, and Party B agrees with Party A's document processing suggestions, Party B may proceed with external payment/acceptance/commitment payment. Party A shall deposit the reserve funds in accordance with the provisions of the *Application for Opening an International Letter of Credit*.

If Party A notifies Party B to accept the documents, but Party B disagrees with Party A's handling of the documents, Party B has the right to decide whether to refuse payment based solely on whether the documents match; If Party A agrees to provide sufficient security deposit or other payment guarantee to Party B, Party B has the right to decide whether to waive the right to refuse payment to the outside or retain the right to refuse payment on its own depending on the situation.

(2) If Party A believes that there are discrepancies in the documents and requests to refuse external payment/acceptance/commitment payment to Party B within the time specified in the notice of receipt, Party A shall list all discrepancies at once and submit two copies of the refusal reason letter stamped with Party A's reserved seal. Party B shall have the right to regard any discrepancy raised by Party A in the statement of reasons for refusal of payment as all discrepancy raised by Party A in the documents. If Party B agrees with the discrepancies raised by Party A, it may handle external refusal of payment; If Party B, based on international practice, finds that the discrepancies listed by Party A are not valid, or if the discrepancies listed are non substantial and insufficient to constitute a reason for refusal, Party B has the right to decide to make external payment/acceptance/commitment payment, and directly make external payment with the reserve funds deposited by Party A. Party A shall assume all obligations and liabilities arising from that.

(3) If Party B advances the payable due to insufficient reserve payment deposited by Party A, Party A shall repay the said amount. The interest rate and calculation of interest on the advance shall be handled according to the provisions of the corresponding application form.

6. Supplementary commitment:

In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

(1) After the issuance of the letter of credit, if there are any modifications related to the letter of credit in the import and export trade contract, Party A shall immediately notify Party B in writing;

(2) After Party B advances, accepts, or undertakes the payment, Party B shall have the right to dispose of the entire set of documents/goods under the letter of credit or any other security or property rights that may be enjoyed in accordance with any applicable laws and regulations. If according to applicable laws, regulations, or opinions of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the letter of credit belongs to Party A, Party A agrees to unconditionally transfer such right to Party B to the maximum extent permitted by applicable laws, and acknowledges all acts and omissions of Party B in disposing of the documents/goods. If the right to dispose of the entire set of documents/goods under the letter of credit belongs to Party B according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, Party B shall retain such right until Party A redeems the documents or fully repays Party B's advance payment.

For the usance bills of exchange accepted by Party B or confirmed deferred payments, Party A shall not request Party B to stop payment for any reason, and shall waive the right to apply to the people's court for freezing or file a lawsuit to stop payment under the letter of credit for any reason within the scope permitted by laws and regulations.

(3) The risks of loss, delay, error, omission, damage, etc. of business correspondence and documents under the letter of credit during postal, telecommunication or other transmission processes, as well as the risks arising from the use of third-party services by Party B, shall be borne by Party A.

7. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Opening an International Letter of Credit* and the *Application for Amending an International Letter of Credit*.

Annex 2: Applicable for import bill advance business

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. The Party A's application to Party B for import bill advance business shall meet the prerequisite conditions specified in the *Agreement*.

3. If Party B accepts Party A's application for import bill advance, Party B shall pay the bill advance amount to the presenting bank in accordance with the currency and amount agreed upon in the *Import Bill Advance Application Form* accepted by Party B.

4. Party A hereby acknowledges that:

(1) Party B has the right to dispose of the full set of documents/goods under the import bill advance business or any other possible security or property rights that can be enjoyed in accordance with any applicable laws and regulations. If

according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the import bill advance business belongs to Party A, Party A agrees to unconditionally transfer such right to Party B to the maximum extent permitted by applicable laws and regulations, and acknowledges all actions and omissions of Party B in disposing of the documents/goods. If according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the import bill advance business belongs to Party B, Party B shall retain such right until Party A fully repays the bill of lading financing provided by Party B.

(2) Party A applies to Party B to hold documents/goods and repay Party B's bill of lading financing with sales proceeds, acting as the trustee of Party B, including but not limited to safeguarding relevant documents, handling warehousing, storage, transportation, processing, sales, and insurance related matters of the goods under the documents, safeguarding sales proceeds or depositing the proceeds into the account designated by Party B. When selling goods to a third party, Party A shall indicate this identity to the third party.

(3) All expenses incurred during the storage period of the goods by Party A (including but not limited to insurance, warehousing, transportation, dock fees, etc.) shall be borne by Party A; Party A undertakes to insure all possible risks of the goods at the market price of the goods, list Party B as the insured on the original insurance policy, and hand over the original insurance policy to Party B for safekeeping; If the insured goods suffer losses, Party B has the right to directly claim compensation from the insurance company.

(4) Without the permission of Party B, Party A shall not handle the goods by delaying payment or any non-monetary means or below market price. Party A shall not mortgage or pledge the goods to any other person, or subject the goods to any lien. Upon request from Party B, Party A shall submit to Party B the detailed accounts of the goods, any sales revenue, or sales contracts related to the goods; Party B has the right to enter the warehouse at any time to inspect the actual condition of the goods, or to regain possession of the goods.

5. Supplementary commitment:

In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

Party A undertakes that the proceeds from the sales of the goods under import shall first be used to repay Party B's financing to Party A.

6. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Import Bill Advance*.

Annex 3: Applicable for export bill advance business

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. The Party A's application to Party B for export bill advance business shall meet the prerequisite conditions specified in the Agreement.

3. If Party B accepts Party A's application for export bill advance, Party B shall pay the bill advance amount to Party A in accordance with the currency and amount agreed upon in the *Export Financing Application Form* accepted by Party B.

If it is an export bill advance under a letter of credit and both Party A and Party B engage in bundled loan business, Party A agrees that the financing funds obtained from the application for export bill advance will be automatically offset by Party B against the loan principal, interest, and fees provided by Party B to Party A under the bundled loan business, and the remaining balance will be paid to Party A.

4. Party A agrees that Party B will automatically offset Party B's financing to Party A by using the proceeds obtained from sending documents and claiming foreign exchange under export negotiation as the source of negotiation repayment.

5. Party A hereby acknowledges that:

Once Party A delivers the documents to Party B and Party B pays the financing amount to Party A, Party B shall have the right to dispose of the full set of documents/goods under the letter of credit/collection or any other security or property rights that may be enjoyed under any applicable law. This right shall be retained by Party B until its debt is fully repaid.

For export bills advance that do not match the documents, Party B has the right to demand that Party A repay the bill of lading amount in advance or take other breach relief measures as specified in the *Agreement* when factors affecting the normal recovery of export goods receivables arise.

6. Supplementary commitment:

In addition to the contents specified in the *Agreement*, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

- (1) Party A shall provide timely explanations on the sales of goods under the export item as requested by Party B;
- (2) If there are serious difficulties in the sale of goods under the export item, Party A shall promptly notify Party B in writing.

7. Except for the circumstances specified in the *Agreement*, the following situations also constitute or are deemed as a breach of contract by Party A:

- (1) Foreign banks or payers refuse, delay or withhold payment due to discrepancies in documents or any other reasons;
- (2) The occurrence of turbulence, war, financial crisis, bankruptcy of the issuing bank or payer, force majeure events, etc. in the location of the issuing bank or payer may result in foreign banks or payers refusing to pay, delaying payment, or withholding payment;
- (3) Foreign banks or payers may refuse, delay or withhold payment due to loss or delay of documents during mailing, telecommunications errors, etc.

8. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Export Financing Application Form*.

Annex 4: Applicable for export discount business under letter of credit

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.
2. The Party A's application for export discount under the letter of credit to Party B shall meet the prerequisite conditions specified in the *Agreement*.
3. If Party B accepts Party A's application for export discount under the letter of credit, Party B shall pay the discount amount to Party A in the currency and amount agreed upon in the accepted *Export Financing Application*.
4. Party A agrees that Party B will automatically offset Party B's financing to Party A with the proceeds obtained by sending documents for remittance claim as the source of repayment.

5. Supplementary commitment:

In addition to the contents specified in the *Agreement*, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

- (1) Party A obtains the bill in a legal, good faith, and trustworthy manner;
- (2) Party A shall assume all responsibilities for the legality of the basic transaction of the bill of exchange.

6. Except for the circumstances specified in the *Agreement*, the following situations also constitute or are deemed as a breach of contract by Party A:

- (1) The following events occur in the accepting/undertaking bank:

- A. The financial condition of the accepting/undertaking bank deteriorates and Party B believes that it will be unable to fulfill its payment obligations;
- B. The accepting bank/undertaking bank is or may be dissolved, revoked, closed or declared bankrupt;

C. The accepting bank/undertaking bank is declared by the court to have its funds frozen or issued with an injunction against payment;

D. The accepting/paying bank notifies that the funds have been frozen by the court, stop payment has been made or other property preservation measures have been taken which may result in failure to make payment on time;

E. The main property of the accepting bank/undertaking bank has been destroyed, or has been seized, impounded, frozen, confiscated, auctioned, sold or expropriated;

F. The accepting bank/undertaking bank is involved in a major lawsuit or arbitration case, which, in Party B's opinion, may affect its ability to fulfill its payment obligations;

G. The accepting bank/undertaking bank is unable to pay the corresponding foreign exchange due to the foreign exchange control of the country where the accepting bank/undertaking bank is located;

H. Political unrest, natural disasters or financial crisis in the country where the accepting bank/undertaking bank is located, which, in Party B's opinion, may lead to its inability to make payment on time;

I. The occurrence of other events in the accepting/paying bank or the country where it is located that Party B believes may affect the solvency of the accepting bank.

7. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the Export Financing Application Form.

Annex 5: Applicable for issuing letter of guarantee/standby letter of credit business

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. The application of Party A to issue a letter of guarantee/standby letter of credit to Party B shall meet the prerequisite conditions specified in the *Agreement*.

3. Issuance and modification of guarantees/standby letters of credit:

(1) If Party B accepts Party A's application to issue a letter of guarantee/standby letter of credit, it shall issue the letter of guarantee/standby letter of credit as agreed by both parties.

(2) The detailed content of the letter of guarantee/standby letter of credit issued by Party B in response to Party A's application shall refer to the *Application for Issuance of Letter of Guarantee/Standby Letter of Credit* submitted by Party A to Party B. The final content shall be subject to the letter of guarantee/standby letter of credit issued by Party B.

(3) If Party A needs to modify the letter of guarantee/standby letter of credit, it shall submit an *Application for Modification of Letter of Guarantee/Standby Letter of Credit* to Party B.

(4) The modification of the letter of guarantee/standby letter of credit involves the amount, currency, interest rate, term, or other terms that Party B deems necessary to increase the guarantee. Party B has the right to request Party A to increase the guarantee deposit and/or require Party A to obtain the signature consent of the counter Guarantor on the *Application for Modification of Letter of Guarantee/Standby Letter of Credit*, and/or provide the maximum amount of guarantee included, and/or provide other guarantees. Otherwise, Party B has the right to refuse to accept the modification application of Party A.

(5) The amendment of the letter of guarantee/standby letter of credit shall not change Party A's other rights and obligations under this Agreement and this Annex.

4. Party A agrees that during the validity period of the letter of guarantee/standby letter of credit, if there is a claim under the letter of guarantee/standby letter of credit, Party B has the right to directly pay with the reserve amount deposited by Party A, and Party B also has the right to take the initiative to debit Party A's foreign currency or RMB account with Party B as the reserve payment.

If Party B advances the claim due to the insufficient reserve deposited by Party A, Party A shall repay the said amount. Party A shall bear the interest from the date of Party B's advance to the date of Party A's actual repayment, and the

interest rate of the advance shall be handled in accordance with the provisions of the *Application for Issuing a Letter of Guarantee/Standby Letter of Credit*.

5. In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

(1) If the letter of guarantee/standby letter of credit is entrusted to other banks for issuance/transmission, Party A agrees to undertake all risks and responsibilities of Party B to the issuing/transmitting bank under the issuance/transmission of the letter of guarantee/standby letter of credit;

(2) Party A shall immediately notify Party B of any circumstances that affect the guarantee liability of Party B, such as the execution, modification, change, or termination of the underlying contract or transaction on which the guarantee letter/standby letter of credit is based;

(3) Party A shall cooperate with Party B to handle the relevant procedures for performance under the external guarantee;

(4) The risks of loss, delay, error, omission, damage, etc. of business correspondence and documents under the letter of guarantee/standby letter of credit during postal, telecommunication or other transmission processes, as well as the risks arising from the use of third-party services by Party B, shall be borne by Party A;

(5) If the guarantee letter/standby letter of credit has no clear expiration date, applicable foreign laws or customs, or no clear guarantee amount, Party A agrees to compensate Party B for all risks, liabilities, and losses that may arise from this;

6. Other specific matters related to the business under this annex shall be handled in accordance with the provisions of the *Application for Opening a Letter of Guarantee/Standby Letter of Credit* and the *Application for Amending a Letter of Guarantee/Standby Letter of Credit*.

Annex 6: Applicable for opening domestic letter of credit business

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. The application of Party A to open a domestic letter of credit to Party B shall meet the prerequisite conditions specified in the Agreement.

3. Party A irrevocably assumes the following responsibilities:

(1) Party A is willing to comply with the *Measures for Settlement by Domestic Letter of Credit* (Order No. 10 of the People's Bank of China and the China Banking Regulatory Commission in 2016) and relevant national regulations, agrees that Party B shall handle all matters under the letter of credit in accordance with the *Measures for Settlement by Domestic Letter of Credit* (Order No. 10 of the People's Bank of China and the China Banking Regulatory Commission in 2016) and relevant national regulations, and agrees to assume all liability arising from that.

(2) Party A guarantees that all the information provided to Party B for the opening of this letter of credit is true, complete and valid, and that the letter of credit opened has a real trade background, if Party A provides Party B with false and/or incomplete and/or invalid information, and/or the letter of credit opened does not have a real trade background, Party A is willing to assume all liability arising from that.

(3) If the goods under the letter of credit are actually under the control of Party A before Party A repays the letter of credit to Party B, Party A promises that the rights to the goods belong to Party B.

(4) Any consequences arising from unclear handwriting or ambiguous meanings in the application form shall be borne by Party A.

4. Opening and amendment of domestic letter of credit:

(1) If Party B accepts Party A's application to open a domestic letter of credit, Party B shall issue the domestic letter of credit in accordance with the *Application for Opening an Domestic Letter of Credit* submitted by Party A, and the final content shall be subject to the domestic letter of credit issued by Party B.

(2) The Party B's request for Party A to submit documents or files related to the opening of the domestic letter of credit, such as trade contracts, shall not be interpreted as Party B's obligation to open the domestic letter of credit in accordance with such documents or files.

(3) If Party A needs to modify the domestic letter of credit, it shall submit a *Domestic Letter of Credit Amendment Application* to Party B. Party A agrees that Party B shall handle the amendment under the domestic letter of credit in accordance with the *Measures for Settlement by Domestic Letter of Credit* of the People's Bank of China, and assume the obligations and liabilities arising from that. Once the *Application for Amendment of Domestic Letter of Credit* is issued, it shall be binding on Party A.

(4) Party B has the independent right to make judgments on the amendment of the domestic letter of credit. Party B has the right to refuse the amendment application submitted by Party A and also has the right to make suggestions on the amendment content. If the amendment of the domestic letter of credit involves amounts, terms, etc., and Party B believes that it increases the obligations of the Guarantor, Party B has the right to request Party A to increase the guarantee deposit and/or require Party A to obtain the signature and consent of the Guarantor on the *Application for Amending a Domestic Letter of Credit*, and/or provide the maximum amount of deposit guarantee and/or other guarantees. Otherwise, Party B has the right to refuse Party A's amendment application.

(5) The amendment of the domestic letter of credit shall not change Party A's other rights and obligations under this Agreement and this Annex.

(6) The contents related to the domestic letter of credit in the *Application for Opening a Domestic Letter of Credit* and *Application for Amending a Domestic Letter of Credit* shall be filled in Chinese. If any ambiguity arises due to unclear handwriting or ambiguous meanings in the application, all responsibilities arising from that shall be borne by Party A.

(7) Party A shall pay all expenses incurred by Party B in opening and amending the domestic letter of credit on time (including relevant bank fees that the beneficiary refuses to bear), and the billing method shall be implemented in accordance with the regulations of Party B.

5. Payment under domestic letter of credit:

(1) During the validity period of the domestic letter of credit, upon receipt of the notice of arrival from Party B, Party A shall notify Party B of the document handling opinions within the time specified in the notice. Otherwise, it shall be deemed that Party A has no objection to the documents and agrees to Party B's payment/commitment to payment; If Party A notifies Party B to accept the documents within the time specified in the notice of receipt, and Party B agrees with Party A's document processing suggestions, Party B may proceed with payment/commitment payment. Party A shall deposit the reserve funds in accordance with the provisions of the *Application for Opening a Domestic Letter of Credit*.

If Party A notifies Party B to accept the documents, but Party B disagrees with Party A's handling of the documents, Party B has the right to decide whether to refuse payment based solely on whether the documents match; If Party A agrees to provide sufficient security deposit or other payment guarantee to Party B, Party B has the right to decide whether to waive the right to refuse payment or retain the right to refuse payment on its own depending on the situation.

(2) If Party A believes that there are discrepancies in the documents and requests to refuse payment/commitment payment to Party B within the time specified in the notice of receipt, Party A shall list all discrepancies at once and submit two copies of the refusal reason letter stamped with Party A's reserved seal. Party B shall have the right to regard any discrepancy raised by Party A in the statement of reasons for refusal of payment as all discrepancy raised by Party A in the documents. If Party B agrees with the discrepancies raised by Party A, it may handle refusal of payment; If Party B, based on practice, finds that the discrepancies listed by Party A are not valid, or if the discrepancies listed are non substantial and insufficient to constitute a reason for refusal, Party B has the right to decide to make payment/commitment payment, and directly make external payment with the reserve funds deposited by Party A. Party A shall assume all obligations and liabilities arising from that.

(3) If Party B advances the payable due to insufficient reserve payment deposited by Party A, Party A shall repay the said amount.

6. Supplementary commitment:

In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

(1) After the issuance of the domestic letter of credit, if there are any modifications related to the domestic letter of credit in the trade contract, Party A shall immediately notify Party B in writing;

(2) For the delayed payment confirmed by Party B, Party A shall not request Party B to stop payment for any reason, and shall waive the right to apply to the people's court for freezing or file a lawsuit to stop payment under the domestic letter of credit for any reason within the scope permitted by laws, regulations and rules;

(3) The risks of loss, delay, error, omission, damage, etc. of business correspondence and documents under the domestic letter of credit during postal, telecommunication or other transmission processes, as well as the risks arising from the use of third-party services by Party B, shall be borne by Party A.

7. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Opening a Domestic Letter of Credit* and the *Application for Amending an International Letter of Credit*.

Annex 7: Applicable for domestic letter of credit seller's bill advance business

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. Seller's bill advance refers to the short-term financing provided by the bank to the seller in domestic letter of credit business with the right of recourse based on the documents submitted by the seller after the seller ships the goods.

3. Prerequisites for the seller's bill advance:

(1) The Party A's application to Party B for seller's bill advance business shall meet the prerequisite conditions specified in the *Agreement*;

(2) The letter of credit shall declare the application of the *Measures for Settlement by Domestic Letter of Credit* (Order No. 10 of the People's Bank of China and the China Banking Regulatory Commission in 2016) or the updated version valid on the date of issuance of the letter of credit. The form and content of the letter of credit shall be reviewed and approved by Party B.

4. Application for seller's bill advance

After the *Agreement* comes into effect, for each application for a seller's bill advance business (hereinafter referred to as "transaction"), Party A shall submit an *Application for Seller's Bill Advance under Domestic Letter of Credit*.

Each transaction under this Annex is independent of each other and shall comply with this Annex, relevant letters of credit, and Party A's application.

5. Payment

If Party B accepts Party A's application for seller's bill advance, Party B shall pay the bill advance amount to Party A in accordance with the agreed amount in the *Application for Seller's Bill Advance under Domestic Letter of Credit* accepted by Party B.

The specific matters related to the deadline for bill of lading shall be executed in accordance with the provisions of the *Application for Seller's Bill Advance under Domestic Letter of Credit* under this agreement.

6. Party A agrees that Party B will automatically offset Party B's financing to Party A by using the proceeds obtained from sending documents and claiming foreign exchange under seller's negotiation as the source of negotiation repayment.

7. Interest and fees

To facilitate the transaction, Party A agrees to pay interest and fees to the negotiating bank, in accordance with the provisions of the *Application for Seller's Bill Advance under Domestic Letter of Credit* under this Annex.

8. Party A hereby acknowledges that:

Once Party A delivers the documents to Party B and Party B pays the financing amount to Party A, Party B shall have the right to dispose of the full set of documents/goods under the domestic letter of credit or any other security or property rights that may be enjoyed under any applicable law. This right shall be retained by Party B until its debt is fully repaid.

For the seller's bill advance that does not match the documents, Party B has the right to request Party A to repay the bill advance amount in advance or take other breach relief measures as specified in the *Agreement* when there are factors affecting the normal recovery of the seller's goods receivables under the domestic letter of credit.

If the payer of the letter of credit refuses to pay, delays payment or withholds payment due to discrepancies in the documents, loss or delay of the documents during mailing, telecommunications errors or any other reasons other than Party B, Party B may claim all financing funds or insufficient principal, interest, fees and all losses from Party A. Party B also has the right to choose to handle the documents and goods under the seller's bill advance in this Annex by itself, and receive compensation from the proceeds, and has the right to claim the insufficient part from Party A.

If the income obtained by Party B from sending documents for payment or handling documents and goods on its own is insufficient to fully repay the financing funds, Party B has the right to actively deduct from the account opened by Party A with Party B or other receipts. When Party B directly deducts funds from Party A's account in accordance with the relevant provisions of this Annex, if the currency of the account is different from the business valuation currency, it shall be converted at the exchange rate applicable to Party B at the time of deduction.

9. Supplementary commitment:

In addition to the contents specified in the *Agreement*, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

(1) Party A shall provide timely explanations on the sales of goods under the domestic letter of credit seller as requested by Party B;

(2) If there are serious difficulties in the sale of goods under the domestic letter of credit seller, Party A shall promptly notify Party B in writing.

10. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Seller's Bill Advance under Domestic Letter of Credit*.

Annex 8: Applicable for domestic letter of credit buyer's bill advance business

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. Buyer's bill advance is a short-term financial facility provided by Party B to Party A in domestic letter of credit business upon receipt of a bill advance from the negotiating or delivering bank, at the request of Party A, for the purpose of paying the amount under the bill advance.

3. Prerequisites for bill advance:

(1) The Party A's application to Party B for buyer's bill advance business shall meet the prerequisite conditions specified in the *Agreement*.

(2) The letter of credit shall declare the application of the *Measures for Settlement by Domestic Letter of Credit* (Order No. 10 of the People's Bank of China and the China Banking Regulatory Commission in 2016) or the updated version valid on the date of issuance of the letter of credit. The form and content of the letter of credit shall be reviewed and approved by Party B.

4. Application for buyer's bill advance

For each application for a buyer's bill advance business (hereinafter referred to as "transaction"), Party A shall submit an *Application for Buyer's Bill Advance under Domestic Letter of Credit*.

Each transaction under this Annex is independent of each other and shall comply with this Annex, relevant letters of credit, and Party A's application.

5. Payment

After the prerequisite conditions for bill advance are met, Party B accepts Party A's application for buyer's bill advance. Party B shall pay the amount under the letter of credit on behalf of Party A in accordance with the agreed amount in the *Application for Buyer's Bill Advance under Domestic Letter of Credit* accepted by Party A.

The specific matters related to the deadline for bill of lading shall be executed in accordance with the provisions of the *Application for Buyer's Bill Advance under Domestic Letter of Credit* under this Agreement.

6. Party A hereby acknowledges that:

(1) Party B has the right to dispose of the full set of documents/goods under the buyer's bill advance business or any other possible security or property rights that can be enjoyed in accordance with any applicable laws and regulations. If according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the buyer's bill advance business belongs to Party A, Party A agrees to unconditionally transfer such right to Party B to the maximum extent permitted by applicable laws and regulations, and acknowledges all actions and omissions of Party B in disposing of the documents/goods. If according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the buyer's bill advance business belongs to Party B, Party B shall retain such right until Party A fully repays the bill of lading financing provided by Party B.

(2) Party A applies to Party B to hold documents/goods and repay Party B's bill of lading financing with sales proceeds, acting as the trustee of Party B, including but not limited to safeguarding relevant documents, handling warehousing, storage, transportation, processing, sales, and insurance related matters of the goods under the documents, safeguarding sales proceeds or depositing the proceeds into the account designated by Party B. When selling goods to a third party, Party A shall indicate this identity to the third party.

(3) All expenses incurred during the storage period of the goods by Party A (including but not limited to insurance, warehousing, transportation, dock fees, etc.) shall be borne by Party A; Party A undertakes to insure all possible risks of the goods at the market price of the goods, list Party B as the insured on the original insurance policy, and hand over the original insurance policy to Party B for safekeeping; If the insured goods suffer losses, Party B has the right to directly claim compensation from the insurance company.

(4) Without the permission of Party B, Party A shall not handle the goods by delaying payment or any non-monetary means or below market price. Party A shall not mortgage or pledge the goods to any other person, or subject the goods to any lien. Upon request from Party B, Party A shall submit to Party B the detailed accounts of the goods, any sales revenue, or sales contracts related to the goods; Party B has the right to enter the warehouse at any time to inspect the actual condition of the goods, or to regain possession of the goods.

7. Supplementary commitment:

In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

Party A promises that the proceeds from the sale of goods under the domestic letter of credit will first be used to repay the financing provided by Party B to Party A.

8. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Buyer's Bill Advance under Domestic Letter of Credit*.

Annex 9: Applicable for domestic letter of credit negotiation business

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. Negotiation refers to the act of Party B paying the consideration to Party A after deducting the negotiation interest, provided that the documents match. Negotiation is limited to negotiable deferred payment documentary credits.

3. Prerequisites for negotiation:

(1) The Party A's application to Party B for negotiation business shall meet the prerequisite conditions specified in the *Agreement*;

(2) Party A shall submit a written application for negotiation;

(3) Party A has filled in the relevant vouchers as required by Party B and provided relevant documents and materials according to Party B's requirements;

(4) Party A has completed the necessary legal and administrative approval procedures for the performance of the negotiation, and submitted the corresponding approval documents to Party B for inspection. Party B has the right to require Party A to provide a copy of the approval document or a copy consistent with the original;

(5) The letter of credit shall state the application of the *Measures for Settlement by Domestic Letter of Credit* (Order No. 10 of the People's Bank of China and the China Banking Regulatory Commission in 2016) or the updated version valid on the date of issuance of the letter of credit. The form and content of the letter of credit shall be reviewed and approved by Party B;

(6) Party A shall submit the documents within the presentation period and validity period of the letter of credit. When submitting the documents, Party A shall submit the complete letter of credit and amended original to Party B, and the documents shall be verified by Party B to be consistent;

(7) The letter of credit should be a negotiable deferred payment documentary credit and designate Party B as the negotiating bank.

4. Application for negotiation

After the *Agreement* comes into effect, for each application for negotiation business (hereinafter referred to as "transaction"), Party A shall submit *Application for Domestic Letter of Credit Negotiation*.

Each transaction under this Annex is independent of each other and shall comply with this Annex, relevant letters of credit, and Party A's application.

5. Payment

If Party B accepts Party A's application for negotiation, Party B shall pay the negotiation amount to Party A in accordance with the agreed amount in the *Application for Domestic Letter of Credit Negotiation* accepted by Party B.

he negotiation period and other related matters shall be executed in accordance with the provisions of the *Application for Domestic Letter of Credit Negotiation*.

6. Party A agrees that Party B shall automatically offset the financing received by Party B from Party A by using the proceeds from the payment of documents, bills, and foreign exchange under negotiation as the source of repayment.

7. Interest and fees

To facilitate the transaction, Party A agrees to pay interest and fees to the negotiating bank, in accordance with the provisions of the *Application for Domestic Letter of Credit Negotiation* under this Annex.

8. Party A hereby acknowledges that:

Once Party A delivers the documents to Party B and Party B pays the financing amount to Party A, Party B shall have the right to dispose of the full set of documents/goods under the domestic letter of credit or any other security or property rights that may be enjoyed under any applicable law. This right shall be retained by Party B until its debt is fully repaid.

If the payer of the letter of credit refuses to pay, delays payment or withholds payment due to discrepancies in the documents, loss or delay of the documents during mailing, telecommunications errors or any other reasons other than Party B, Party B may claim all financing funds or insufficient principal, interest, fees and all losses from Party A. Party B also has the right to choose to deal with the documents and goods under the negotiation of this Annex by itself, and receive compensation from the proceeds, and has the right to claim the insufficient part from Party A.

If the income obtained by Party B from sending documents for payment or handling documents and goods on its own is insufficient to fully repay the financing funds, Party B has the right to actively deduct from the account opened by Party A with Party B or other receipts. When Party B directly deducts funds from Party A's account in accordance with the relevant provisions of this Annex, if the currency of the account is different from the business valuation currency, it shall be converted at the exchange rate applicable to Party B at the time of deduction.

9. Supplementary commitment:

In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

(1) Party A shall provide timely explanations on the sales of goods under the domestic letter of credit seller as requested by Party B;

(2) If there are serious difficulties in the sale of goods under the domestic letter of credit seller, Party A shall promptly notify Party B in writing.

10. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Domestic Letter of Credit Negotiation*.

Annex 10: Applicable for outward remittance financing business

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. Outward remittance refers to Party A, as the payer in the signed contract, pays by bank remittance according to the provisions of the contract. Outward remittance financing, in this Annex and related documents, refers to the provision of short-term fund financing services to Party A by Party B based on Party A's application and valid vouchers and commercial documents provided by Party A, under the outward remittance settlement method.

3. The Party A's application to Party B for conducting outward remittance financing business shall meet the prerequisite conditions specified in the *Agreement*.

4. If Party B accepts Party A's application for outward remittance financing, Party B shall remit the financing funds to the payee indicated in the remittance application submitted by Party A in accordance with the currency and amount specified in the accepted *Application for Outward Remittance Financing*.

5. The provision of any documents by Party A to Party B as requested by Party B shall not be construed as Party B's obligation or responsibility to review the authenticity and legality of Party A's transactions;

6. Party A hereby acknowledges that:

(1) Party B has the right to dispose of the full set of documents/goods under the outward remittance financing business or any other possible security or property rights that can be enjoyed in accordance with any applicable laws and regulations. If according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the outward remittance financing business belongs to Party A, Party A agrees to unconditionally transfer such right to Party B to the maximum extent permitted by applicable laws and regulations, and acknowledges all actions and omissions of Party B in disposing of the documents/goods. If according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the outward remittance financing business belongs to Party B, Party B shall retain such right until Party A fully repays the financing provided by Party B.

(2) Party A applies to Party B to hold documents/goods and repay Party B's financing with sales proceeds, acting as the trustee of Party B, including but not limited to safeguarding relevant documents, handling warehousing, storage, transportation, processing, sales, and insurance related matters of the goods under the documents, safeguarding sales proceeds or depositing the proceeds into the account designated by Party B. When selling goods to a third party, Party A shall indicate this identity to the third party.

(3) All expenses incurred during the storage period of the goods by Party A (including but not limited to insurance, warehousing, transportation, dock fees, etc.) shall be borne by Party A; Party A undertakes to insure all possible risks of the goods at the market price of the goods, list Party B as the insured on the original insurance policy, and hand over the original insurance policy to Party B for safekeeping; If the insured goods suffer losses, Party B has the right to directly claim compensation from the insurance company.

(4) Without the permission of Party B, Party A shall not change the payment method in the contract, delay payment, or handle the goods in any non-monetary way or at a price lower than the market price. Party A shall not mortgage or pledge the goods to any other person, or subject the goods to any lien. Upon request from Party B, Party A shall submit to

Party B the detailed accounts of the goods, any sales revenue, or sales contracts related to the goods; Party B has the right to enter the warehouse at any time to inspect the actual condition of the goods, or to regain possession of the goods.

(5) The currency used by Party A to fulfill its repayment obligations shall be the same as the currency used by Party B for business valuation. When Party B voluntarily deducts funds from Party A's account in accordance with the relevant provisions of this agreement, if the currency of the account is different from the business valuation currency, it shall be converted at the exchange rate announced by Party B on the day of deduction.

7. Supplementary commitment:

In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

Party A undertakes that the proceeds from the sales of the goods under import shall first be used to repay Party B's financing to Party A.

Party A shall exercise prudence and diligence in handling the imported goods under this financing contract. The contract for handling goods shall require the buyer of the goods to directly transfer the payment to the account of Party B for the purpose of repaying the financing principal, interest, and other expenses under this Agreement.

8. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Outward Remittance Financing*.

Annex 11: Applicable for opening back-to-back letter of credit business

1. In case of any inconsistency between the provisions of this Annex and the *Line of Credit Agreement* (hereinafter referred to as the "*Agreement*"), the provisions of this Annex shall prevail.

2. The application of Party A to open a back-to-back letter of credit to Party B shall meet the prerequisite conditions specified in the *Agreement*. Back-to-back letter of credit refers to a bank issuing another independent letter of credit (i.e. back-to-back letter of credit, abbreviated as back-to-back L/C) to its upstream seller based on a letter of credit (i.e. main letter) issued by a downstream buyer's bank with the intermediary as the beneficiary, which has been received by the intermediary.

3. Party A agrees that Party B shall handle all matters under the letter of credit in accordance with the *Uniform Customs and Practice for Documentary Credits* of the International Chamber of Commerce (UCP600/UCP600 and eUCP2.1, or the latest version valid on the date of issuance of the letter of credit, the same below), and assume all obligations and liabilities arising from that.

4. Opening and modification of back-to-back letter of credit:

(1) If Party B accepts Party A's application to open a back-to-back letter of credit, it shall issue a back-to-back letter of credit in accordance with the *Application for Opening a Back-to-back letter of credit* submitted by Party A, and the terms of the back-to-back letter of credit shall be based on the terms of the main letter of credit. The final content shall be subject to the back-to-back letter of credit issued by Party B.

(2) Party B's request for Party A to submit the original copy of the main letter of credit and all modifications (if any), as well as documents or files related to the opening of back-to-back letters of credit, such as trade contracts, shall not be interpreted as Party B's obligation to open back-to-back letters of credit in accordance with such documents or files. Party B shall retain the original copy of the main letter of credit and all modifications (if any) until the back-to-back letter of credit business is completed.

(3) If Party A needs to modify the back-to-back letter of credit, it shall submit the *Application for Back-to-back Letter of Credit Modification* and the original amendment of the main letter of credit (if any) to Party B. Party A agrees that Party B shall handle the necessary modifications under the back-to-back letter of credit in accordance with the above-mentioned *Uniform Customs and Practice for Documentary Credits*, and shall assume the obligations and liabilities arising from that. Once the back-to-back letter of credit amendment is issued, it shall be binding on Party A.

(4) Party B has the independent right to make judgments on the amendment of the back-to-back letter of credit. Party B has the right to refuse the amendment application submitted by Party A and also has the right to make suggestions on the amendment content. If the amendment of the back-to-back letter of credit involves amounts, currencies, interest rates, terms, etc., and Party B believes that it increases the Guarantor's obligations or the expected collection under the main letter

of credit cannot cover the external payment amount under the back-to-back letter of credit, Party B has the right to request Party A to increase the deposit and other cash equivalents recognized by Party B as payment guarantees, and/or require Party A to obtain the Guarantor's signature and consent on the *Application for Amending a Back-to-back Letter of Credit*, and/or provide the inclusion of the maximum amount guarantee, and/or provide other guarantees. Otherwise, Party B has the right to refuse Party A's amendment application.

(5) The amendment of the back-to-back letter of credit shall not change Party A's other rights and obligations under this *Agreement* and this Annex.

(6) The contents related to the letter of credit in the *Application for Opening a Back-to-back Letter of Credit* and *Application for Amending a Back-to-back Letter of Credit* shall be filled in English. If any ambiguity arises due to unclear handwriting or ambiguous meanings in the application, all responsibilities arising from that shall be borne by Party A.

(7) Party A shall pay all expenses incurred by Party B in opening and amending the letter of credit on time (including relevant bank fees that the foreign beneficiary refuses to bear), and the billing method shall be implemented in accordance with the regulations of Party B.

5. Incoming orders and external payments under back-to-back letters of credit:

(1) After the back-to-back letter of credit is issued, upon receiving the notice of arrival from Party B, Party A shall submit the main letter of credit to Party B within the time specified in the notice.

(2) If there are discrepancies in the documents under the back-to-back letter of credit reviewed by Party B, Party B has the right to refuse payment to the outside party on its own. After receiving the documents under the main letter from Party A, Party B shall review the documents under the main letter. The documents under the main letter have been reviewed by Party B:

1) Consistent. After Party A confirms in writing to Party B the acceptance of the discrepancies in the documents under the back-to-back letter of credit, Party B has the right to accept the discrepancies in the documents under the back-to-back letter of credit as appropriate and handle the payment under the back-to-back letter of credit or still maintain external refusal to pay;

2) If any discrepancy exists, Party B shall notify Party A and, as required by Party A, notify the principal issuing bank of the discrepancy. If,

a. The issuing bank of the main letter of credit has replied to accept the discrepancies in the documents under the main letter of credit. After Party A confirms in writing the acceptance of the discrepancies in the documents under the back-to-back letter of credit, Party B has the right to accept the discrepancies in the documents under the back-to-back letter of credit as appropriate and handle the payment under the back-to-back letter of credit or still maintain external refusal to pay;

b. If the issuing bank of the main letter of credit does not respond and accept the discrepancies within the specified time, and if Party A still requests Party B to handle the shipment of documents under the main letter of credit and accept the discrepancies under the back-to-back letter of credit, Party B has the right to accept the discrepancies under the back-to-back letter of credit, handle the payment under the back-to-back letter of credit, and present the documents under the main letter of credit, after Party A has paid the full deposit and other cash equivalents recognized by Party B as payment guarantees in accordance with the provisions of the *Application for Opening a Back-to-back Letter of Credit*.

(3) If the documents under the back-to-back letter of credit match, and if there are discrepancies in the documents presented under the main letter of credit after Party A replaces the documents or submits other documents under the main letter of credit, Party A shall, upon the request of Party B, deposit the security deposit under the back-to-back letter of credit and other cash equivalents recognized by Party B as payment guarantees. Party B shall make external payments within 5 working days from the day after receiving the documents.

(4) If Party B advances the payable due to insufficient reserve payment deposited by Party A, Party A shall repay the said amount. The interest rate and calculation of interest on the advance shall be handled according to the provisions of the corresponding application form.

6. Financing and collection under the main letter of credit

(1) Party B shall handle financing for Party A under the main letter of credit or receive payment from the issuing bank of the main letter of credit. The funds shall first be used by Party B to pay or repay the financing and related interest fees under the back-to-back letter of credit, and the balance (if any) shall be paid to Party A.

(2) If the collection time under the main letter of credit is later than the payment time under the back-to-back letter of credit, and the main letters of credit match or the issuing bank of the main letter of credit undertakes the payment, after Party A submits the relevant financing application, Party B can provide financing to Party A under the main letter of credit, and the financing funds can be used for external payments under the back-to-back letter of credit.

(3) If the collection time under the main letter of credit is earlier than the payment time under the back-to-back letter of credit, Party A shall deposit the collection under the main letter of credit as a deposit into its deposit account opened with Party B, pledge it to Party B, until Party B uses it for external payment under the back-to-back letter of credit, or Party B's payment responsibility is released.

7. Supplementary commitment:

In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

(1) After the issuance of the back-to-back letter of credit, if there are any modifications related to the letter of credit in the import and export trade contract, Party A shall immediately notify Party B in writing;

(2) The risks of loss, delay, error, omission, damage, etc. of business correspondence and documents under the back-to-back letter of credit during postal, telecommunication or other transmission processes, as well as the risks arising from the use of third-party services by Party B, shall be borne by Party A.

(3) After the issuance of the back-to-back letter of credit, if any of the following situations occur, Party A shall promptly deposit the corresponding amount of security deposit and other cash equivalents recognized by Party B as payment guarantees at the request of Party B, so that Party B can make external payments under the back-to-back letter of credit:

1) Inconsistent pricing terms and exchange rate fluctuations between the main letter of credit and the back-to-back letter of credit result in the inability of the received amount under the main letter of credit to cover the paid amount under the back-to-back letter of credit;

2) The reputation or creditworthiness of the issuing bank of the main letter of credit has deteriorated, which may result in the inability to collect the funds under the main letter of credit on time;

3) The country or region where the issuing bank is located may experience political instability, foreign exchange controls, or other situations that may affect payment;

4) The risk of the applicant for the main letter of credit being unwilling or unable to fulfill the payment redemption order is significantly increased due to significant drops in commodity market prices or deteriorating business conditions.

(4) Party A promises to only submit documents under the main letter of credit processed by Party B. After the issuance of the back-to-back letter of credit by Party B upon Party A's application, Party A guarantees to process the submission of the main letter of credit to Party B within the time specified in the notice. Otherwise, Party B has the right to deduct funds from Party A's account for external payment under the back-to-back letter of credit.

(5) Party A shall timely pay Party B the funds required for the payment, service charge, interest, and all expenses (including relevant bank fees that the beneficiary refuses to bear) under the letter of credit.

(6) If the back-to-back letter of credit needs to be modified, Party A shall submit a written application to Party B, and Party B shall determine whether to proceed with the modification based on specific circumstances. Party A confirms that all modifications can only take effect when the confirming bank (if any) and the beneficiary of the letter of credit inform them of their acceptance.

(7) After receiving the copy of the letter of credit and amendment issued by Party B, Party A guarantees to promptly verify it with the original application. If there are any discrepancies, Party A guarantees to notify Party B within two working days from the date of receiving the copy. If not notified, it shall be deemed correct.

(8) If Party A has already or will enter into a counter guarantee agreement or similar agreement with the Guarantor of this agreement regarding its guarantee obligations, such agreement shall not prejudice any rights of Party B under this Agreement;

(9) After Party B advances, accepts, or undertakes the payment, Party B shall have the right to dispose of the entire set of documents/goods under the letter of credit or any other security or property rights that may be enjoyed in accordance

with any applicable laws and regulations. If according to applicable laws, regulations, or opinions of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the letter of credit belongs to Party A, Party A agrees to unconditionally transfer such right to Party B to the maximum extent permitted by applicable laws, and acknowledges all acts and omissions of Party B in disposing of the documents/goods. If the right to dispose of the entire set of documents/goods under the letter of credit belongs to Party B according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, Party B shall retain such right until Party A redeems the documents or fully repays Party B's advance payment.

For the usance bills of exchange accepted by Party B or confirmed deferred payments, Party A shall not request Party B to stop payment for any reason, and shall waive the right to apply to competent authority for freezing or file a lawsuit to stop payment under the back-to-back letter of credit for any reason within the scope permitted by laws and regulations.

7. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Opening a Back-to-back Letter of Credit* and the *Application for Amending a Back-to-back Letter of Credit*.

Annex 12: Applicable outward remittance (domestic trade) financing business
(Special for financing and delivery business)

1. If there is any inconsistency between the contents of this Annex and the *Agreement*, the provisions of this Annex shall prevail.

2. The outward remittance under domestic trade refers to the payment by bank remittance in accordance with the provisions of the contract as the buyer of the goods signed by Party A.

Under the financing of outward remittance (domestic trade), in this Agreement and related documents, it refers to the situation where Party B, as the remittance agent of Party A's domestic trade remittance, provides funds to Party A for external payment when handling outward remittance for Party A due to Party A's funding needs, and then Party A repays the financing amount to Party B.

3. The Party A's application to Party B for conducting outward remittance (domestic trade) financing business shall meet the prerequisite conditions specified in the Agreement.

4. If Party B accepts Party A's application for outward remittance (domestic trade) financing, Party B shall remit the financing funds to the payee indicated in the remittance application submitted by Party A in accordance with the currency and amount specified in the accepted *Application for Outward Remittance (domestic trade) Financing*.

5. The provision of any documents by Party A to Party B as requested by Party B shall not be construed as Party B's obligation or responsibility to review the authenticity and legality of Party A's transactions.

6. Party A hereby acknowledges that:

(1) Party B has the right to dispose of the full set of documents/goods under the outward remittance (domestic trade) financing business or any other possible security or property rights that can be enjoyed in accordance with any applicable laws and regulations. If according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the outward remittance (domestic trade) financing business belongs to Party A, Party A agrees to unconditionally transfer such right to Party B to the maximum extent permitted by applicable laws and regulations, and acknowledges all actions and omissions of Party B in disposing of the documents/goods. If according to applicable laws, regulations, or rulings of courts or arbitration institutions with jurisdiction, the right to dispose of the entire set of documents/goods under the outward remittance (domestic trade) financing business belongs to Party B, Party B shall retain such right until Party A fully repays the financing provided by Party B.

(2) Party A applies to Party B to hold documents/goods and repay Party B's financing with sales proceeds, acting as the trustee of Party B, including but not limited to safeguarding relevant documents, handling warehousing, storage, transportation, processing, sales, and insurance related matters of the goods under the documents, safeguarding sales proceeds or depositing the proceeds into the account designated by Party B. When selling goods to a third party, Party A shall indicate this identity to the third party.

(3) All expenses incurred during the storage period of the goods by Party A (including but not limited to insurance, warehousing, transportation, dock fees, etc.) shall be borne by Party A; Party A undertakes to insure all possible risks of the

goods at the market price of the goods, list Party B as the insured on the original insurance policy, and hand over the original insurance policy to Party B for safekeeping; If the insured goods suffer losses, Party B has the right to directly claim compensation from the insurance company.

(4) Without the permission of Party B, Party A shall not change the payment method in the contract, delay payment, or handle the goods in any non-monetary way or at a price lower than the market price. Party A shall not mortgage or pledge the goods to any other person, or subject the goods to any lien. Upon request from Party B, Party A shall submit to Party B the detailed accounts of the goods, any sales revenue, or sales contracts related to the goods; Party B has the right to enter the warehouse at any time to inspect the actual condition of the goods, or to regain possession of the goods.

(5) The currency used by Party A to fulfill its repayment obligations shall be the same as the currency used by Party B for business valuation. When Party B voluntarily deducts funds from Party A's account in accordance with the relevant provisions of this agreement, if the currency of the account is different from the business valuation currency, it shall be converted at the exchange rate announced by Party B on the day of deduction.

7. Supplementary commitment:

In addition to the contents specified in the Agreement, Party A makes the following supplementary commitments to Party B in order to carry out the business under this Annex:

Party A undertakes that the proceeds from the sales of the goods shall first be used to repay Party B's financing to Party A.

Party A shall exercise prudence and diligence in handling the goods under this financing contract. The contract for handling goods shall require the buyer of the goods to directly transfer the payment to the account of Party B for the purpose of repaying the financing principal, interest, and other expenses under this Agreement.

8. Other specific matters related to the business under this Annex shall be handled in accordance with the provisions of the *Application for Outbound Remittance (Domestic Trade) Financing (Special for Financing and Delivery Business)*.

English Convenience Translation
Original agreement has been executed in Chinese

Maximum Mortgage Contract

No.: 150176529M240725001

Mortgagor: Gemstar Technology (Yangzhou) Co. Ltd.

Unified Social Credit Code: 91321023769142817E

Legal Representative/Person in Charge: SZETO, CHI KONG

Domicile: No. 9, Junsheng Road, Concentrated Industrial Zone, Fanshui Town, Baoying County, Zip Code: 225800

Account-opening financial institution and account number: Bank of China, Fanshui Sub-branch 530058204942

Tel.: 0514-88423333 Fax: 0514-88423333

E-mail: ylzhang@uei.com, pcheung@uei.com

Mortgagee: Bank of China Limited, Baoying Sub-branch

Legal Representative/Person in Charge: Fang Liang

Domicile: No. 915, Ye Ting Road, Baoying County Zip Code: 225800

Tel.: 0514-88121417 Fax: 0514-88121417

The Mortgagor voluntarily mortgages the properties listed in the attached “Collateral List”, of which it is entitled to the legal right to dispose, for the Mortgagee’s rights as a creditor, in order to guarantee fulfillment of the obligations under the Master Contract referred to in Article 1 hereof. This Contract is entered into and concluded by and between both parties through equal negotiation. Unless otherwise agreed herein, interpretation of the words herein shall be determined according to the Master Contract.

Article 1 Master Contract

The Master Contract hereof refers to:

The loan, trade financing, guarantee, funding business and other credit business contracts (collectively referred to as “Individual Contract”) signed by and between the Mortgagee and the Debtor Gemstar Technology (Yangzhou) Co. Ltd. during the period from August 29, 2024 to July 24, 2026, and the amendments or supplements thereto, which specify that they belong to the Master Contract hereunder.

Article 2 Principal Creditor's Rights and Their Occurrence Period

The creditor's rights actually occurred under the Master Contract during the following period (unless occurrence period is determined or agreed upon in accordance with laws) and the creditor's rights already occurred between the Debtor and the Mortgagee before effectiveness hereof shall constitute the principal creditor’s rights hereof:

The period from August 29, 2024 to July 24, 2026 as specified in Article 1 hereof.

Article 3 Maximum Amount Related to Guaranteed Creditor's Rights

1. Balance of the maximum principal related to the creditor’s rights guaranteed hereunder is:

Currency: RMB.

(in words) Two Hundred and Four Million Two Hundred and Ten Thousand Yuan Only.

(in figures) ¥ 204,210,000.00.

2. If the principal creditor’s rights are determined to belong to that guaranteed hereunder on the expiration date of the occurrence period of such rights as specified in Article 2 hereof, such interest (including interest, compound interest and

penalty interest), liquidated damages, damages, expenses for custody of guaranteed properties and for realizing the creditor's rights (including but not limited to litigation, lawyer's, notary and execution costs and fees, etc.), losses caused to the Mortgagee due to the Debtor's breach of Contract, and all other payable expenses as occurred based on the principal of the debts related to the principal creditor's rights shall also belong to the guaranteed creditor's rights, and their specific amount shall be determined upon their payment.

The sum of the debts determined based on the above two provisions shall be the maximum amount of debts guaranteed hereunder.

Article 4: Collateral

Please refer to the attached "Collateral List" for the information on collateral.

During the mortgage period, if any collateral is damaged, lost or expropriated, the Mortgagee may be compensated, with priority, from the insurance proceeds, indemnity or compensation received. If the performance period for the guaranteed creditor's rights is not expired, the insurance proceeds, indemnity or compensation may also be deposited.

If the collateral is a property, the Mortgagor shall timely fulfill the obligation to inform the Mortgagee of the fact that the property will be demolished when it becomes aware of the same. During the mortgage period, if the collateral is demolished and compensation for the demolished property is obtained through exchange of another property, the Mortgagor shall make negotiation with the Debtor and the Mortgagee on repayment of the main debt as required by the Mortgagee, or re-mortgage the exchanged property or other collateral and sign a new mortgage agreement as required by the Mortgagee. After the original mortgaged real estate is lost and before new collateral is registered, the Mortgagor shall have a guarantor who meets the guarantee conditions to provide guarantee as required by the Mortgagee. Where compensation is obtained for the demolished property in the form of compensation, the Mortgagee shall have the right to be compensated with priority from such compensation, or require the Mortgagor to continue using the demolition compensation as collateral property by opening a special deposit account or deposit certificate and sign corresponding deposit or deposit certificate pledge agreement.

If the collateral is the right to use rural collective operating construction land, the Mortgagor shall timely fulfill the obligation to inform the Mortgagee during the mortgage period when it becomes or shall become aware of that such land will be expropriated; If the State expropriates such land legally or if there is any other situation which may result in disappearance of the right to use the land, the Mortgagor shall repay debts to the Mortgagee with priority by using the compensation obtained, or provide other effective guarantee with sufficient value. **(Remarks: This provision shall apply to the loan by mortgaging the use right to the rural collective operating construction land carried out in the pilot areas stipulated by the State in accordance with the Notice of General Office of the Central Committee of the Communist Party of China and the General Office of the State Council of the People's Republic of China on Issuance of the Opinions on Deepening the Pilot Work of Marketing The Use Right to Rural Collective Operating Construction Land (Ting Zi [2022] No. 34) and the Notice of the General Office under the Ministry of Natural Resources of the People's Republic of China on Issuance of the Pilot Work Plan for Deepening the Pilot Work of Marketing The Use Right to Rural Collective Operating Construction Land [2023] No. 364.)**

Article 5 Registration of Mortgage

The Mortgagor and the Mortgagee shall go through the formalities for registration of mortgage in and with relevant registration department within 30 days after signature hereof.

If the collateral is movable property and the main debt guaranteed is the financing funds for purchasing the collateral, within ten(10) days after the delivery of the collateral, the Mortgagor and the Mortgagee shall go to the relevant registration department to handle the mortgage registration procedures. **(Note: This paragraph shall not apply if the collateral is not a movable asset and the principal creditor's rights guaranteed is the financing amount for the purchase of the collateral)**

If there is a change in the registered items of the mortgage and it is necessary to make a change registration according to law, the Mortgagor and the Mortgagee shall go to the relevant registration department to handle the change registration within 15 days from the date of the change in the registered items.

The mortgage registration fee shall be borne by the Mortgagee.

Article 6 Possession and Custody of Collateral

The collateral under this contract shall be possessed and kept by the Mortgagor, but all certificates of ownership of the collateral shall be entrusted to the custody of the Mortgagee. The Mortgagor agrees to accept and effectively cooperate with the Mortgagee and its appointed institutions and individuals to inspect the collateral at any time.

The Mortgagor shall properly keep, maintain and upkeep the collateral, and take effective measures to ensure the safety and integrity of the collateral; If the collateral needs maintenance, the Mortgagor shall promptly carry it out and bear the corresponding expenses.

Without the written consent of the Mortgagee, the Mortgagor shall not transfer, gift, re-mortgage, pledge, entrust, rent, lend, contribute in kind, renovate, rebuild, establish residential rights, or dispose of the collateral in whole or in part in any other way; With the written consent of the Mortgagee, the proceeds from the disposal of the collateral shall be deposited into the designated account of the Mortgagee. The Mortgagee has the right to choose the following methods for disposal: (1) Require early repayment of the debt; (2) Convert the price into a deposit pledge; (3) Require the Mortgagor to provide new collateral; If the Mortgagor transfers the collateral without the written consent of the Mortgagee, resulting in the transfer price being significantly lower than the reasonable market value, the Mortgagor shall assume the responsibility within the scope of its fault.

Article 7 Determination of the Value of the Collateral and Treatment of Its Reduction

The value of the collateral can be determined through negotiation between the Mortgagee and the Mortgagor. If a third-party appraisal company is commissioned to evaluate the value of the collateral, the Borrower is a small and micro enterprise, and the Mortgagee acts as the principal and bears the appraisal fee; The Borrower is a non-small and micro enterprise, and the Mortgagor serves as the principal and bears the evaluation fee.

The value of the collateral determined through negotiation or the value conclusion of the evaluation report of the evaluation company reviewed by the Mortgagee shall be recorded in the corresponding column of the "Collateral List" in this Contract.

If the actions of the Mortgagor are sufficient to reduce the value of the collateral before the principal creditor's rights under this Contract are fully repaid, the Mortgagee has the right to demand that the Mortgagor cease their actions. If the value of the collateral decreases, the Mortgagee has the right to demand that the Mortgagor restore the value of the collateral or provide other guarantees equivalent to the reduced value and recognized by the Mortgagee. If the Mortgagor fails to restore the value of the collateral or provide guarantee, the Mortgagee has the right to demand that the Debtor repay the debt in advance. If the Debtor fails to fulfill the debt as required, the Mortgagee has the right to exercise the hypothec.

If the collateral is lost or its value is reduced due to natural disasters, accidents, infringement, or other reasons, the Mortgagor shall immediately take measures to prevent the loss from further expanding and notify the Mortgagee in writing immediately.

Article 8 Yield

If the Debtor fails to perform the debts due or other circumstances for the realization of the mortgage as agreed in this contract, resulting in the Mortgage being seized by the People's court in accordance with law, the Mortgagee shall have the right to receive the natural or legal yield arising from the collateral from the date of seizure, unless the Mortgagee fails to notify the obligor who shall pay off the legal yield.

The yield provided for in the preceding paragraph shall first be used to offset the costs of collecting the yield.

Article 9 Insurance for Collateral (Note: This is an optional clause, choose the following 2 items: 1. Applicable; 2. Not applicable)

The Mortgagor shall insure the collateral with an insurance company determined through negotiation with the Mortgagee in accordance with the insurance type, insurance period, and insured amount agreed upon by both parties. If the assessed value of the collateral is not less than the corresponding amount of the principal creditor's rights guaranteed by this Contract, the insurance shall be purchased at a rate not less than the corresponding amount of the principal creditor's rights guaranteed by this contract. If the assessed value of the collateral is lower than the corresponding amount of the principal creditor's rights guaranteed by this contract, the insurance shall be purchased at the assessed value of the collateral. The content of the insurance policy shall meet the requirements of the Mortgagee and shall not be accompanied by restrictive conditions that harm the rights and interests of the Mortgagee. **The insurance premium shall be borne by the Mortgagee or by the Mortgagor. If the Borrower is a small and micro enterprise, the insurance premium shall be borne by the Mortgagee.**

Before the principal creditor's rights under this Contract are fully repaid, the Mortgagor shall not interrupt, terminate, modify or change the insurance policy for any reason, and shall take all reasonable and necessary measures to ensure that the insurance specified in this Article remains valid. **If the Mortgagor fails to purchase insurance or violates the aforementioned agreement, the Mortgagee has the right to decide whether to purchase insurance or continue to purchase insurance for the collateral. The insurance premium shall be borne by the Mortgagee/and the Mortgagor/. Any losses caused to the Mortgagee due to the Mortgagor's failure to bear the corresponding insurance premium as agreed shall be recorded in the balance of the creditor's rights. If the Borrower is a small and micro enterprise, the insurance premium shall be borne by the Mortgagee.**

Within days after the signing of this Contract, the Mortgagor shall submit the original insurance policy for the collateral to the Mortgagee, and transfer the right to claim insurance benefits due to the occurrence of the insurance event to the Mortgagee. The original insurance policy shall be held by the Mortgagee until the principal creditor's rights under this Contract are fully repaid.

Article 10 Guarantee Liability

If the Debtor fails to make payment to the Mortgagee as agreed on any normal repayment date or early repayment date under the Master Contract, the Mortgagee shall have the right to exercise the hypothec in accordance with the law and the provisions of this Contract, and shall be given priority for repayment of the collateral within the maximum amount specified in Article 3 of this Contract.

The normal repayment date referred to in the preceding paragraph is the principal repayment date, interest payment date, or the date on which the Debtor is required to pay any amount to the Mortgagee as specified in the Master Contract. The early repayment date referred to in the preceding paragraph refers to the early repayment date proposed by the Debtor with the consent of the Mortgagee, as well as the date on which the Mortgagee requests the Debtor to recover the principal and interest of the debt and/or any other payments in advance according to the contract and other agreements.

Article 11: Method and Period of Exercising Hypothec

After the occurrence of the guarantee liability, the Mortgagee has the right to exercise the hypothec on the collateral in accordance with the provisions of laws and regulations on ordinary hypothec for all or part, multiple or single principal debts that have reached the repayment period.

For each principal claim, the Mortgagee shall exercise the hypothec within its statute of limitations period; If the debt is settled in installments, the Mortgagee shall exercise the mortgage right before the expiration of the statute of limitations based on the last installment of the debt.

Article 12 Realization of Hypothec

After the occurrence of the guarantee liability, the Mortgagee has the right to negotiate with the Mortgagor to discount the collateral or use the proceeds from auctioning or selling the collateral to pay off the principal creditor's rights first. If the agreement cannot be reached, the Mortgagee has the right to request the people's court to auction or sell the collateral in accordance with the law.

The proceeds from the disposal of the collateral shall be used to settle the principal creditor's rights after priority payment of the disposal expenses of the collateral and the expenses that the Mortgagor shall pay or repay to the Mortgagee under this Contract.

The simultaneous existence of other security under guarantee or warranty for the principal debt outside this Contract shall not affect any right of the Mortgagee hereunder and its exercise, and the Mortgagee shall have the right to decide the order of exercise of each security right, and the Mortgagor shall assume the security responsibility in accordance with this Contract and shall not use the existence of other security and the order of its exercise as a defense against the Creditor.

Article 13 Relationship between the Contract and the Master Contract

If the Master Contract includes the *Line of Credit Agreement/Master Line of Credit Agreement*, any extension of the credit limit usage period/business cooperation period shall require the written consent of the Mortgagor. Without the consent or refusal of the Mortgagor, the Mortgagor shall only assume the guarantee liability for the principal creditor's rights arising during the original credit limit usage period/business cooperation period with the collateral under this Contract, within the maximum amount of guaranteed creditor's rights specified in Article 3 of this Contract.

Any changes to other contents or matters of the *Line of Credit Agreement/Master Line of Credit Agreement*, as well as any changes to individual agreements under it, or any changes to a single Master Contract, do not require the consent of the Mortgagor. The Mortgagor shall still assume the guarantee liability for the changed Master Contract within the maximum guaranteed debt amount specified in Article 3 of this contract, using the collateral under this Contract.

Upon mutual agreement between the Mortgagee and the Mortgagor, the maximum amount of guaranteed debt as specified in Article 3 of this Contract may be changed in writing.

If there are other mortgagees on the collateral under this Contract, without the written consent of the other mortgagees, the above changes shall not have an adverse effect on them.

Article 14 Presentation and Undertakings

The Mortgagor presents and undertakes as follows:

1. The Mortgagor is legally registered and existing lawfully, has the full capacity for civil rights and civil conduct necessary for signature and performance hereof, and is entitled to the legal ownership of or disposal rights over the collateral;

2. The Mortgagor guarantees that there is no other co-owner on the collateral, or the Mortgagor has obtained written permission from all co-owners although there are co-owners. The Mortgagor undertakes to hand over the written permission to the Mortgagee for safekeeping before signing this Contract;

3. The Mortgagor fully understands the contents of the Master Contract, and the signing and performance of this Contract are based on the Mortgagor's true intention. The Mortgagor has obtained legal and valid authorization in accordance with its articles of association or other internal management documents;

If the Mortgagor is a third party and a company, the Mortgagor shall provide the guarantee, which has been approved by the board of directors, shareholders' meeting, or shareholders' general meeting in accordance with the provisions of the company's articles of association; If the company's articles of association have limits on the total amount of guarantees and the amount of individual guarantees, the guarantees under this Contract shall not exceed the prescribed limits;

The signing and performance of this Contract will not violate any contract, agreement or other legal document that is binding on the Mortgagor. The Mortgagor has obtained or will obtain all relevant approvals, licenses, filings or registrations required for the establishment of this mortgage;

4. All documents and information provided by the Mortgagor to the Mortgagee are accurate, true, complete, and valid;

5. The Mortgagor has not concealed from the Mortgagee any security interests existing on the collateral as of the signature date hereof;

6. If a new security interest is established on the collateral, the collateral is sealed or involved in a major lawsuit or arbitration case, the Mortgagor shall promptly notify the Mortgagee;

7. If the collateral is a construction in progress, the Mortgagor promises that there is no third party which is entitled to any right to be compensated from the collateral with priority; If there is any such third party with such priority, the Mortgagor shall undertake to require the third party to issue a written statement to waive such priority and shall submit it to the Mortgagee for custody;

8. If the collateral is a property, the Mortgagor shall undertake before signature hereof that there is no third party which is entitled to the right to reside in the collateral, unless the Mortgagor has disclosed it to the Mortgagee; During the mortgage period, no occupation rights may be established over any part or all of the collateral without the written consent of the Mortgagee;

9. If the collateral is movable property, the Mortgagor promises that there are no outstanding payments or financing funds for purchasing the collateral that have not been notified to the Mortgagee, and there are no established security interests with the mortgage price as the main creditor's right on the collateral;

10. The Mortgagor undertakes that the source of the collateral is legal and the transaction does not violate the United Nations, China and other sanctions that need to be applied; the Mortgagor shall cooperate with the Mortgagee in carrying

out the due diligence work, and cooperate in providing and updating the information of the organization and its beneficial owners, and provide background information about the transaction.

Article 15 Event of Default and Handling

Any of the following circumstances shall constitute or be deemed as a breach hereunder by the Mortgagor:

1. The Mortgagor violates the provisions of this Contract by transferring, renting, lending, investing in physical form, renovating, rebuilding or disposing of the collateral in whole or in part in any other way;
2. The Mortgagor fails to timely handle the mortgage registration as specified in this Contract;
3. The Mortgagor obstructs the Mortgagee in any way from disposing of the collateral in accordance with the law and/or relevant provisions of this Contract;
4. In the event of a decrease in the value of the collateral as described in Article 7 of this Contract, the Mortgagor shall not restore the value of the collateral as requested by the Mortgagee, nor provide any guarantee;
5. The statements made by the Mortgagor under this Contract are untrue or Borrower is in breach of its undertakings made under this Contract;
6. The Mortgagor has breached any other provisions under this Contract concerning the rights and obligations of the Parties;
7. The Mortgagor ceases to operate or an event of dissolution, revocation or bankruptcy occurs;
8. The Mortgagor has an event of default under other contracts with the Mortgagee or other institutions of Bank of China Limited.
9. The Mortgagor refuses to cooperate with the Mortgagee in conducting due diligence, and the Mortgagor or its transaction/counterparty is suspected of money laundering, terrorist financing, nuclear weapon proliferation, violation of applicable sanctions regulations, other illegal and irregular behaviors, or the Mortgagor is included in the United Nations, China and other applicable sanctions lists or scope of sanctions.

In case of an event of default as provided for in the preceding paragraph, Mortgagee shall be entitled to take the following measures separately or simultaneously, as the case may be:

1. Requesting the Mortgagor to correct their default within a time limit;
2. Requesting the Mortgagor to use the proceeds from the disposal of the collateral for early repayment of debts or to deposit with a third party designated by the Mortgagee;
3. Reducing, suspending or terminating the credit line to the Mortgagor in whole or in part;
4. Suspending or terminating the acceptance of the Mortgagor's business applications under other contracts in whole or in part; Suspending or terminating the issuance and processing of loans and trade financing that have not yet been disbursed or processed, in whole or in part;
5. Announcing that all or part of the principal, interest, and other payable amounts of the loan/trade financing that the Mortgagor has not yet repaid under other contracts shall immediately become due;
6. Terminating or rescinding this Contract, and terminating or rescinding other contracts between the Mortgagor and the Mortgagee in whole or in part;
7. Claiming compensation from the Mortgagor for the losses caused to Mortgagee as a result of its default;
8. Exercising the hypothec;
9. Other measures deemed necessary by the Mortgagee.

Article 16 Reservation of Rights

The failure of either party to exercise some or all of its rights under this Contract, or to request the other party to perform or assume some or all of its obligations or liabilities, shall not constitute a waiver of such rights or a waiver of such obligations or liabilities.

Any tolerance, rollover or postponement of the exercise of rights under this Contract by one party to the other party shall not affect any rights it enjoys under this Contract and laws and regulations, nor shall it be deemed as a waiver of such rights.

Article 17 Revision, Amendment and Termination

This Contract may be revised or amended in writing upon the consensus reached by both parties through negotiation, and any revision or amendment shall constitute an integral part hereof.

Unless otherwise provided for by laws or regulations or agreed by the Parties, this Contract shall not be terminated, until the rights and obligations hereunder are fully exercised and fulfilled.

Unless otherwise provided for by laws and regulations or agreed by the Parties, the invalidity of any Article hereof shall not affect the legal effect of other Articles.

Article 18 Governing law and Settlement of Dispute

This Contract shall be governed by the laws of the People's Republic of China (excluding the laws of Hong Kong Special Administrative Region, Macao Special Administrative Region, and Taiwan for the purpose of this Contract).

All disputes or controversies arising from performance hereof may be settled by both parties through negotiation. **In case of unsuccessful negotiation, both parties shall agree to adopt the same dispute settlement method as specified in the Master Contract.**

During dispute settlement period, other terms hereof shall continue to be performed, if performance thereof is not affected by such dispute.

Article 19 Annex

The following annexes and other annexes mutually confirmed by both parties shall constitute integral parts hereof, and have the same legal effect as this Contract.

1. Collateral List;
2. ...

Article 20 Miscellaneous

1. The Mortgagor shall not assign any of its rights or obligations hereunder to any third party without the written consent of Mortgagee.

2. If the Mortgagee needs to entrust other institutions of Bank of China Limited to exercise and fulfill its rights and obligations hereunder due to business needs, the Mortgagor shall acknowledge the same. The other institution of Bank of China Limited authorized by the Mortgagee shall have the right to exercise all the rights under this Contract, and file a lawsuit with the court for any dispute hereunder or submit it to arbitration institution for arbitration

3. Without prejudice to other terms hereof, this Contract shall be legally binding on both parties and their respective legally-generated successors and assignees.

4. Unless otherwise agreed, both parties shall designate the domicile specified in this Contract as the communication and contact address, and the effective delivery address confirmed by both parties. The scope of application of the delivery address includes the delivery of various notices, agreements, and other documents during the performance of the contract by both parties, as well as the delivery of relevant documents and legal documents in case of disputes arising from this Contract (including but not limited to all litigation stages such as arbitration, first instance, jurisdiction objection and reconsideration, second instance, retrial, remand for retrial, and enforcement after civil litigation procedures, and legal documents including but not limited to various notices, arbitration awards, judgments, rulings, mediation agreements, etc.).

The Mortgagor agrees that the Mortgagee, arbitration institution, or court may serve relevant documents and legal documents to the Mortgagor by electronic delivery through the Mortgagor's fax or email address listed in this Contract.

If both the delivery address and electronic delivery method are agreed upon at the same time, either method can be chosen, and delivery to the address designated by the Mortgagor shall have the same legal effect as electronic delivery. If multiple methods are used to deliver the same matter or legal document, they all have the effect of delivery, and the first delivery date shall be deemed as the date of delivery.

If there is any change to the above address or method, the changing party shall notify the other party in writing of the changed address or method 10 working days in advance. In arbitration and civil litigation proceedings, if either party changes their address or method, it shall fulfill the obligation to serve notice of the change of address or method to the arbitration institution or court. If one party fails to fulfill the notification obligation in the aforementioned manner, the delivery address or method confirmed in this Contract shall still be deemed as a valid delivery address or method.

If a legal document cannot be actually received by one party due to inaccurate service address or method provided or confirmed by one party, failure to inform the other party and the court in a timely manner in accordance with procedures after the change of address or method of service, or refusal of the designated recipient to sign for receipt, etc., the date of service shall be deemed to be the date on which the document is returned; Where service is made directly, the date on which the person delivering the service indicates the circumstances on the receipt of service on the spot shall be deemed to be the date of service; If it is delivered electronically, it shall be deemed to be the date of delivery from the date of entering the system designated by the Mortgagor.

The provisions regarding the delivery address of relevant documents and legal documents in this clause are independent provisions of this Contract regarding the confirmation of valid delivery addresses; If this Contract is confirmed to be invalid or revoked in whole or in part, this clause shall remain valid.

5. The headings and business names under this Contract are used for convenience of reference only and shall not be used to interpret the content of the terms and the rights and obligations of the Parties.

6. The Mortgagor may consult and complain about this Contract and the business and fees under this Contract through the contact phone number of Mortgagee listed in this Contract.

Article 21 Effectiveness of Contract and Establishment of Hypothec

This Contract shall come into effect from the date when it is signed and affixed with official seals by the legal representatives or persons in charge of both parties or their authorized signatories. The hypothec shall be established upon effectiveness hereof; If registration of mortgage is required by laws, the hypothec shall be established upon registration.

This original Contract is made in triplicate, with both parties and the Debtor respectively holding one, which shall have equal legal force.

Mortgagor: Gemstar Technology (Yangzhou) Co. Ltd.

Authorized Signatory: /s/ Chi Kong Szeto

Dated: August 29, 2024

Mortgagee: Bank of China Limited, Baoying Sub-branch

Authorized Signatory: /s/ Jun Tao

Dated: August, 29, 2024

Annexes:

Collateral List

No.: 150176529M240725001-1

Name of Collateral	Quantity	Appraised Value	Ownership/Use Right Ownership (Number of the Certificate of Rights)	Location	Registration Authority
<u>Industrial real estate 1</u>	<u>Area of the land with use right is 70,820 m², and building area is 95,126.64 m²</u>	<u>137.16 million Yuan</u>	<u>Gemstar Technology (Yangzhou) Co. Ltd./Baofangquanzheng Fanshui Zi No. 9070892, Baofangquanzheng Fanshui Zi No. 9070905, Baofangquanzheng Fanshui Zi No. 9070913, Baofangzheng Fanshui Zi No. 9070920, Baofangquanzheng Fanshui Zi No. 9120662, Su (2021) Baoying County Real Estate Rights No. 0036359, Baoguoyong (2009) No. 119008, Baoguoyong (2010) No. 1190024, Baoguoyong (2010) No. 119000196</u>	<u>Concentrated Industrial Zone, Fanshui Town</u>	<u>Real Estate Registration Center under Baoying County Natural Resources and Planning Bureau</u>
<u>Industrial real estate 2</u>	<u>Area of the land with use right is 45,094 m², and the building area is 40,550.12 m²</u>	<u>67.05 million Yuan</u>	<u>Gemstar Technology (Yangzhou) Co. Ltd./Su (2021) Baoying County Real Estate Right No. 0036359</u>	<u>Fanshui Town Hongqi Neighborhood Committee Fansheng Group</u>	<u>Real Estate Registration Center under Baoying County Natural Resources and Planning Bureau</u>
<u>Total</u>		<u>2204.21 million Yuan</u>			

English Convenience Translation
Original agreement has been executed in Chinese

Working Capital Loan Contract
No.: 150176529D240725001

Borrower: Gemstar Technology (Yangzhou) Co. Ltd.

Unified Social Credit Code: 91321023769142817E

Legal Representative/Person in Charge: SZETO, CHI KONG

Domicile: No. 9, Junsheng Road, Concentrated Industrial Zone, Fanshui Town, Baoying County, Zip Code: 225800

Account-opening financial institution and account number: Bank of China, Fanshui Sub-branch, 530058204942

Tel.: 0514-88423333 Fax: 0514-88423333

E-mail: ylzhang@uei.com, pcheung@uei.com

Lender: Bank of China Limited, Baoying Sub-branch

Legal Representative/Person in Charge: Fang Liang

Domicile: No. 915, Ye Ting Road, Baoying County Zip Code: 225800

Tel.: 0514-88121417 Fax: 0514-88121417

This Contract is hereby made and entered into by and between the Borrower and the Lender through equal negotiation on issuance of working capital loans by the Lender to the Borrower.

This Contract is a single agreement under the *Line of Credit Agreement* numbered 150176529E240725001 between Gemstar Technology (Yangzhou) Co. Ltd. and Bank of China Limited Baoying Sub-branch.

Article 1 Amount of Loan

Currency of loan: RMB.
Amount of Loan: (in words) ;
(in figures) .

Article 2 Term of Loan

Term of loan: months and // days calculated from actual withdrawal date, or from the first actual withdrawal date in case of withdrawal by installments.

The Borrower shall withdraw the loan strictly according to the agreed withdrawal schedule. If any actual withdrawal date is later than the agreed withdrawal date, the Borrower shall still repay the loan according to the repayment date as agreed herein.

Article 3 Use of Loan

Use of loan: Purchase of raw materials.

Without the written consent of the Lender, the Borrower shall not change the use of the loan, including but not limited to using the loan for purchasing any property or repaying any mortgage loan, for distributing dividends to the Borrower's shareholders or investing in financial or fixed assets, equity, etc., or for any fields or purposes prohibited by laws, regulations, regulatory provisions or the State from production or operation, for transferring loans or purchasing any other financial products for arbitrage, for inflating fiscal revenue, for illegally adding hidden local government debts, and for other purposes prohibited from using bank loans.

Article 4 Interest Rate on the Loan & Calculation and Settlement of Interest

The Lender shall expressly inform the Borrower of the Annual Percentage Rate (APR) on the loan hereunder through the annex hereto, **Notice About Annual Percentage Rate (APR) on Loans**. If the APR on the loan hereunder is only calculated based on the loan interest rate specified in paragraph 1 of this Article, the aforementioned **Notice About Annual Percentage Rate (APR) on Loans** shall not apply.

1. Interest rate on the loan

The interest rate on the loan (APR, simple interest is applicable to RMB-denominated loan, and simple interest/ combined simple interest and compound interest (single choice) is applicable to foreign-currency- denominated loan) is the following (2):

(1) **Fixed rate**, APR is %. The rate hereunder shall remain unchanged within the loan term

(2) **Floating rate**, which shall be re-determined every month, and every month shall be considered as a floating period, with the actual withdrawal date (or the first actual withdrawal date, if the loans are withdrawn by installments) as a starting date. The re-determination date shall be the first day of the next floating period, i.e. the corresponding date of the starting date in the then current re-determination month. If there is no such a corresponding date in the then current month, it shall be the last day of such month; If the floating period is on a daily basis, the re-determination date shall be the then current day of the next floating period.

For each withdrawal,

■ Floating interest rate on RMB-denominated loans

A. Interest rate on the first installment (from actual withdrawal date to the expiration date of the then current floating period) shall be the latest market quoted interest rate on 1-year/ 5- or more-year (single choice) loan as published by the National Interbank Funding Center as of the working day immediately before the actual withdrawal date, plus/minus (single choice) basis point;

B. On the re-determination date, the applicable interest rate shall be re-determined for the floating period, together with for other withdrawal installments, based on the latest market quoted interest rate on 1-year/ 5-or more-year (single choice) loan as published by the National Interbank Funding Center as of the working day immediately before the re-determination date, plus/minus(single choice) basis point.

2. Calculation of interest

(1) **For the fixed interest rate specified in item (1) under clause 1 of this Article, the floating interest rate on RMB-denominated loans as specified in item (2) under clause 1 and the floating interest rate on foreign currency- denominated loans as specified in point A and C:**

The interest shall be accrued from the Borrower's actual withdrawal date and calculated based on the actual withdrawal amount and the number of utilization days.

Interest calculation formula: Interest = principal x actual days x daily interest rate.

The daily interest rate calculation base shall be three hundred and sixty (360) days a year, and the conversion formula is: daily interest rate = annual interest rate/360.

3. Interest settlement method

The Borrower shall settle interest in the following (2) manner:

(1) Interest shall be settled on a quarterly basis, the 20th day of the last month of each quarter shall be the interest settlement date, and the 21st day shall be the interest payment date.

(2) Interest shall be settled on a monthly basis, the 20th day of each month shall be the interest settlement date, and the 21st day shall be the interest payment date.

If the last repayment date of the principal of loan does not fall on the interest payment date, the last repayment date of such principal shall be the interest payment date, and the Borrower shall pay off all payable interest.

4. Penalty interest

(1) Penalty interest shall be charged on the overdue or misappropriated portion of the loan from the date of overdue or misappropriation at the default interest rate agreed in this paragraph until the loan principal and interest are paid off.

Penalty interest shall be charged, on loans that are both overdue and misappropriated, based on the higher default interest rate.

(2) For the interest and default interest that the Borrower cannot pay on schedule, the compound interest shall be **calculated and collected at the rate of default interest agreed in this paragraph** and in the manner of interest settlement as agreed in paragraph 3 of this Article.

(3) Penalty interest rate

**Penalty interest rate on RMB-denominated loans,
Penalty interest rate on floating rate-based loans**

A. Floating shall be applicable according to the floating period specified in clause 1 of this Article from the overdue or misappropriation date. Penalty interest re-determination date shall be the corresponding date of the overdue or misappropriation date in the then current month in which the penalty interest is re-determined. If there is no corresponding date in such month, the last day of the month shall be the penalty interest re-determination date.

B. The penalty interest rate on overdue loans shall be 40% above the penalty interest base rate determined in point C, and the penalty interest rate on misappropriated loans shall be 70% above the penalty interest base rate determined in point C.

C. The penalty interest base rate during the first floating period shall be such interest rate on overdue or misappropriated loan as actually executed in the then current period. After expiration of each floating period, the penalty interest base rate for the next floating period shall be re-determined on the re-determination date according to the method specified in clause 1 of this Article.

5. Other

(1) The "loan rate or rate on loan" and "penalty interest rate" hereunder shall be the ones with tax included, which means that the interest charged by the Lender to the Borrower already includes the value-added tax payable in accordance with national laws and regulations.

(2) If there is a significant change in the floating interest rate pricing benchmark under this Contract, it shall be handled in accordance with the effective market rules at that time. If the Lender requests the Borrower to sign a supplementary contract on relevant matters at that time, the Borrower should cooperate.

(3) The term "pricing benchmark" referred to in this clause has the same meaning as the term "benchmark interest rate".

(4) Under this Contract, "TERM SOFR" refers to the TERM SOFR published and managed by the Chicago Mercantile Exchange (or its successor) as the manager, "TIBOR" refers to the TIBOR published and managed by the Japan Bankers Association (or its successor) as the manager, "EURIBOR" refers to the EURIBOR published and managed by the European Money Market Research Institute (or its successor) as the manager, "Overnight SOFR" refers to the Overnight SOFR published and managed by the Federal Reserve Bank of New York (or its successor) as the manager, "Overnight SONIA" refers to the Overnight SONIA published and managed by the Bank of England (or its successor) as the manager, and "Overnight TONA 'Overnight TONA'" refers to the overnight TONA published and managed by the Bank of Japan (or its successor manager), while 'Overnight ESTR' refers to the overnight TONA published and managed by the European Central Bank (or its successor manager) As an overnight ESTR published and managed by the manager, "overnight SARON" refers to the overnight SARON published and managed by the Swiss Stock Exchange (or successor manager) as the manager.

Article 5 Conditions for Withdrawal

The Borrower shall meet the following conditions for withdrawal:

1. This Contract and its annexes have come into effect;

2. The Borrower has provided the security as required by the Lender and the Contract of Guarantee is in force and the statutory approval, registration or filing formalities have been completed;

3. The Borrower has reserved with the Lender the Borrower's documents, receipts, seals, personnel lists, signature samples related to the conclusion and performance of this Contract, and has completed the relevant vouchers;

4. The Borrower has opened an account necessary for the performance of this Contract at the request of the Lender.

5. The Borrower shall submit to the Lender a written withdrawal request and the relevant documents proving the use of the loan (5) banking days prior to the withdrawal date to go through relevant formalities for withdrawal;

6. The Borrower has submitted to the Lender a resolution and a letter of authorization from its board of directors or other competent departments to consent to the conclusion and performance of this Contract;

7. Other conditions for withdrawal / stipulated by laws and agreed by both parties.

If any of the foregoing conditions for withdrawal is not met, the Lender shall be entitled to reject the Borrower's request for withdrawal, unless the Lender agrees to issuance of the loan.

Article 6 Time and Method of Withdrawal

1. The Borrower shall withdraw the loan according to the date and method specified in the following clause (2):

- (1) To withdraw the loan by lump sum on /(MM/DD/YY).
- (2) To withdraw the loan in full within one month from /(MM/DD/YY).
- (3) To withdraw the loan by installments according to the following schedule:

Withdrawal date	Withdrawal amount
/	/
/	/
/	/

2. The Lender shall be entitled to reject the Borrower's withdrawal request for the unutilized loan beyond the foregoing time limit.

3. Loan commitment service

The Lender shall provide commitment services for the Borrower's current available but unused loans (hereinafter referred to as "unused loans") during the commitment service period (from the effective date of this loan contract to the withdrawal date agreed upon in this Contract). Upon mutual agreement between the Borrower and the Lender, it is agreed as follows:

The Lender shall waive the commitment fee for the above commitment service in accordance with the principle of "fee reduction and benefit sharing", and the assessed amount of the waiver shall be RMB /yuan.

Article 7 Payment of Loan

1、 Account for issuance of loan

The Borrower shall open the following account with the Lender as a loan issuance account, and the loan shall be issued and paid via such account.

Account name: Gemstar Technology (Yangzhou) Co. Ltd.

Account number: 530058204942

2. Method for Payment of loan

(1) The loan shall be paid in accordance with laws, regulations, regulatory requirements and the provisions of this Contract. **The payment method for loan for a single withdrawal shall be confirmed in the Withdrawal Request.** If the Lender believes that the payment method for loan selected in the Withdrawal Request is unsatisfactory, it shall be entitled to change the payment method or stop the issuance and payment of the loan.

(2) The Lender's authorized payment, that is, Lender pays the loan to the Borrower's counterparty that meets the use as agreed herein according to the Borrower's withdrawal request and payment authorization. Subject to relevant regulations of the National Administration of Financial Regulation and the Lender's internal management regulations, the loan shall be paid by adopting the Lender's authorized payment method if any of the following conditions is met:

A. The Lender has newly established a credit business relation with the Borrower, and the Borrower's credit rating does not meet the Lender's internal requirements.

B. When applying for withdrawal, the payment recipient is clearly identified (with a clear account and name) and the single transaction amount to a certain transaction recipient exceeds RMB 0 (excluding foreign currency converted based on the actual withdrawal date / exchange rate) **(Note: The amount agreed upon by this section shall not exceed RMB 10 million as specified in Article 30 of the Measures for the Administration of Working Capital Loans (National Financial Regulatory Administration Order No. 2 of 2024), and shall not exceed the amount specified in the Lender's internal management documents);**

C. Other circumstances stipulated by the Lender or agreed upon with the Borrower: This payment shall be made through entrusted payment.

(3) The Borrower's autonomous payment, that is, after the Lender pays the loan into the Borrower's account according to the Borrower's withdrawal request, the Borrower will autonomously pay the loan to its counterparty who meets the use specified herein. The loan shall be paid by the Borrower autonomously, except for the circumstances specified in the preceding paragraph that the Lender's authorized payment method shall be adopted.

(4) Change to payment method. If any change occurs to the conditions for the Borrower's payment to the external or to its credit ratings after submission of a Withdrawal Request, and the loan to be paid by means of autonomous method meets the conditions specified in paragraph 2 (2) of this Article, the payment method for such loan shall be changed. If external payment amount, beneficiary, loan use or otherwise is changed due to the change to the payment method or under the authorized payment method, the Borrower shall provide the Lender with a written description about change application, and resubmit a Withdrawal Request and relevant transaction documents proving the use of the loan.

3. Specific requirements for authorized payment of loan

(1) Payment authorization. If the conditions for the Lender's authorized payment are met, the Borrower shall make a clear payment authorization in the Withdrawal Request, that is, i.e. authorizing and instructing the Lender to pay the loan directly to the counterparty's account designated by the Borrower for the purpose as agreed herein after the loan have been transferred to the Borrower's designated account. The Borrower shall also provide the necessary payment information such as the name of the counterparty receiving the proceeds, the counterparty's account and the payment amount.

(2) Provision of transaction documents. If the conditions of the Lender's authorized payment are met, the Borrower shall, at the time of each withdrawal, provide the Lender with its payee's account, counterparty's account information, payment amount, and the documents proving that such withdrawal meets the use of the loan specified herein. The Borrower shall ensure that any and all documents provided for the Lender are true, complete and valid. **The Lender shall not be liable for any failure in performing its authorized payment obligations in a timely manner due to untrue, inaccurate or incomplete transaction documents provided by the Borrower, and the Borrower's repayment obligations already arising under this Contract shall not be affected.**

(3) Fulfillment of the Lender's authorized payment obligations

A. If the Lender's authorized payment method is adopted, the Lender will pay the loan to the Borrower's counterparty via the Borrower's account after the Lender reviews the payment authorization and the relevant transaction documents, etc. submitted by the Borrower and it approves thereon.

B. The Lender shall be entitled to request the Borrower to supplement, replace, clarify or re-submit the relevant documents if the Lender finds that the relevant transaction documents provided by the Borrower do not comply with this Contract or are otherwise defective. The Lender shall be entitled to reject issuance and payment of relevant loan, until the Borrower submits the relevant transaction documents that the Lender deems to be satisfactory.

C. In case of any refund from the counterparty's account opening bank, resulting in that the Lender fails to pay the loan to its counterparty in a timely manner according to the Borrower's payment authorization, the Lender shall not assume any liability and the Borrower's repayment obligations already occurred hereunder shall not be affected. The Borrower hereby authorizes the Lender to freeze any funds refunded from the counterparty's account opening bank. In this case, the Borrower shall resubmit relevant transaction documents such as payment authorization and proof of use.

(4) The Borrower shall not circumvent the Lender's authorized payment by breaking up the whole into parts.

4. After the loan is issued, the Borrower shall provide the records and documents on the use of the loan as required by the Lender in a timely manner, and the foregoing documents which shall be provided include but are not be limited to: proof of payment, etc.

5. The Lender shall be entitled to re-determine the loan issuance and payment conditions, change the loan payment method, suspend or cease the issuance and payment of loan under any of the following circumstances:

- (1) The business and financial situation significantly deteriorates;
- (2) The Borrower's creditworthiness declines or its primary business is not profitable.
- (3) Any loan is used in an abnormal way or any entrusted payment is avoided;
- (4) The Borrower fails to timely provide records and documents on the use of the loan as required by the Lender;
- (5) The Borrower pays any loan in breach of this Article;
- (6) Other significant breaches of contractual agreements.

Article 8 Repayment

1. The Borrower designates the following account as the capital recovery account, and the Borrower's funds collected shall be deposited into such account. The Borrower shall promptly provide information about the funds in and out of the account. The Lender has the right to require the Borrower to explain the large and abnormal inflow and outflow of funds in the fund withdrawal account and supervise the account. The Lender also has the right to require the Borrower to sign a separate account management agreement for the management of the fund withdrawal account.

Account name: Gemstar Technology (Yangzhou) Co. Ltd.

Account number: 530058204942

2. Unless otherwise agreed by the Parties, the Borrower shall repay the loan under this Contract according to the following (2) repayment schedule:

(1) Repay all loans under this Contract on the expiry date of the loan term. **(Note: According to Article 23 of the Measures for the Administration of Current Loans (National Financial Regulatory Administration Order No. 1 of 2024), this clause does not apply to loans with a term exceeding one year.)**

(2) Repay the loan under this Contract according to the following repayment plan:

Repayment date	Repayment amount
(MM/DD/YY)	CNY ten thousand

(3) Other repayment plans: ∟.

If the Borrower needs to change the above repayment plan, the Borrower shall submit a written application to the Lender 3 banking days before the expiration of the corresponding loan, and the change of the repayment plan shall be confirmed in writing by both parties.

3. Unless otherwise agreed by the Parties, in the event that the Borrower defaults on both principal and interest payments, as well as the cost of realizing the creditor's rights, the Lender shall be entitled to determine the order of repayment of principal or interest, and the cost of realizing the creditor's rights. In the case of repayment in installments, for multiple due loans and overdue loans under this Contract, the Lender shall be entitled to determine the order in which a particular repayment by the Borrower shall be repaid. In the case of multiple due loan contracts between the Borrower and the Lender, the Lender shall be entitled to determine the order of contracts in which each repayment by the Borrower shall be performed.

4. Unless otherwise agreed by the Parties, the Borrower can repay the loan in advance, but shall notify the Lender in writing five (5) banking days in advance. The prepayment amount will be first used to repay the last due loan, and repayments are made in reverse order.

For loans that apply a combination of single and compound interest, if it involves early repayment or partial early repayment, the interest corresponding to the early repayment principal shall be settled in one lump sum.

5. The Borrower shall repay the loan in the following (1) manner.

(1) The Borrower shall deposit sufficient funds in the repayment account set out below for repayment no later than one 1 banking day before each principal and interest payment is due, and the Lender shall be entitled to debit this account at its own initiative on each principal and interest payment due date.

Repayment account name: Gemstar Technology (Yangzhou) Co. Ltd.

Account number: 530058204942.

(2) Other repayment methods agreed upon by both parties: ∟.

Article 9 Security

1. The guarantee method for the debt under this Contract is:

This Contract belongs to the master contract under the *Maximum Mortgage Contract* numbered 150176529M240725001 between the Guarantor, Gemstar Technology (Yangzhou) Co. Ltd. and the Lender, with the Guarantor providing the maximum amount of guarantee.

2. If the Borrower or the Guarantor experiences an event that the Lender considers may affect their ability to perform, or if the guarantee contract becomes invalid, revoked or terminated, or if the financial condition of the Borrower or the Guarantor deteriorates or becomes involved in major litigation or arbitration cases, or if the accounts of the Borrower or the Guarantor are sealed, or for other reasons that may affect their ability to perform, or if the Guarantor breaches the guarantee contract or other contracts with the Lender, or if the collateral depreciates, is damaged, lost or sealed, resulting in a decrease or loss of the guarantee value, the Lender has the right to demand, and the Borrower has the obligation to provide new guarantees, replace guarantors, etc. to guarantee the debts under the Contract.

Article 10 Issuance of Invoice

1. The Borrower may apply to the Lender for issuance of VAT invoice (VAT special invoice / VAT ordinary invoice) after the Lender confirms receipt of the payment, and the Lender shall issue VAT invoice to the Borrower upon receipt of the Borrower's application for issuance of VAT invoice.

2. The Borrower may apply for issuance of VAT invoice at the corresponding business handling organization or other organizations designated by the Lender.

3. The Borrower shall confirm that the payer of the payment, the signatory of the contract and the buyer listed in the VAT invoice are the same taxable entity. If they are not the same, and as a result, the Borrower cannot account for the invoice or make input tax deduction in accordance with laws, the Borrower shall be responsible for the relevant losses.

4. If the invoice is lost after the Borrower has obtained it, the Lender shall not be required to reissue the VAT invoice to the Borrower.

5. If the Lender provides discounts for the Borrower after negotiation, the amount of VAT invoice issued shall be based on the price after discount.

6. If the Lender provides services for the Borrower free of charge, the Lender does not provide VAT invoice.

7. If the Lender issues a VAT invoice to the Borrower, the Borrower shall check the invoice information in time. If the invoice information is incorrect, the Borrower shall promptly submit an application for reissuing the VAT invoice to the Lender.

Article 11 Statements and Undertakings

1. The Borrower hereby states that:

(1) The Borrower has been approved and registered by the market supervision and management department or the competent authority in accordance with laws, and has the full civil rights and legal capacity required to sign and perform this Contract;

(2) The conclusion and performance of this Contract is based on the true intention of the Borrower and has been legally and validly authorized in accordance with its articles of association or other internal governing documents and is not

in breach of any agreement, contract and other legal documents binding on the Borrower. The Borrower has obtained or will obtain any and all the relevant approvals, permits, filings or registrations necessary to conclude and perform this Contract;

(3) Any and all documents, financial statements, vouchers and other information provided by the Borrower to the Lender under this Contract are true, complete, accurate and valid.

(4) The transaction background of the Borrower's application to conduct business with the Lender is true, legal, and does not involve illegal uses such as money laundering, terrorist financing, financing for the proliferation of weapons of mass destruction, tax evasion, fraud, etc., and does not violate the United Nations, China and other applicable sanctions;

(5) The Borrower has not concealed from the Lender events that may affect its and the Guarantor's financial position and contractual capacity.

(6) The Borrower and loan projects meet the Chinese environmental protection standards and are not enterprises and projects with outstanding energy consumption and pollution problems announced and identified by the relevant state departments and are not at risk of energy consumption and pollution.

(7) The use of the loan and the source of repayment are true and legal;

(8) Other matters declared by the Borrower: /.

2. The Borrower hereby undertakes that:

(1) The Borrower shall submit its financial statements (including, but not limited to, annual, quarterly and monthly statements) and other relevant documents to the Lender on a regular or timely basis as required by the Lender; The Borrower ensures that it continues to meet the following financial indicators: the asset-liability ratio does not exceed 80%;

(2) If the Borrower has entered or will enter into a counter-security agreement or similar agreement with the Guarantor under this Contract in respect of its security obligations, such agreement will not prejudice any of the Lender's rights under this Contract.

(3) Cooperate with the Lender in loan payment management and post-loan management, accept the Lender's credit inspection and supervision, and provide sufficient assistance and cooperation; If the Borrower makes the payment independently, the Borrower shall accept and cooperate with the Lender to inspect and supervise whether the loan payment complies with the agreed use and whether there is a situation of evading entrusted payment by breaking it into smaller parts through account analysis, voucher verification, on-site investigation, etc. The Borrower should regularly summarize and report the payment and use of loan funds according to the Lender's requirements. **The specific summary report time is at the second half of each month;**

(4) Prior to any merger, division, capital reduction, equity transfer, external investment that may affect its debt paying ability, provision of guarantees, substantial increase in debt financing, major asset and debt transfer, or other significant matters, the Borrower shall obtain the written consent of the Lender in advance;

The Borrower shall promptly notify the Lender in the event of any of the following circumstances:

- A. Changes in the articles of association, scope of business, registered capital and legal representative of the Borrower or Guarantor;
- B. Any form of joint operation, joint venture with foreign investors, cooperation, contract operation, reorganization, restructuring, planning to go public and other changes in the mode of operation;
- C. Involved in material lawsuit or arbitration cases, or property or collateral is sealed up, seized or supervised, or a new security is placed on the collateral;
- D. Going out of business, dissolution, liquidation, winding up, suspension, revocation, revocation of business license, (being filed) filing for bankruptcy, etc.;
- E. Shareholders, directors and current senior officers are suspected of major cases or financial disputes;
- F. The Borrower commits an event of default under other contracts;
- G. Operational difficulties and deterioration of financial position;
- H. Other significant adverse events that affect the debt repayment ability of the Borrower.

(5) The Borrower's debts to the Lender shall be repaid in priority to the loans from the Borrower's shareholders and no less favorably than similar debts of other creditors;

(6) From the effective date of this Contract until the repayment of the loan principal, interest, and related expenses under this Contract, the dividends and bonuses distributed by the Borrower to shareholders shall not exceed 80% of the Borrower's profit after tax;

(7) The Borrower shall not dispose of its own assets in such a manner as to reduce its solvency, and hereby undertakes that the total amount of its external security shall not exceed one 1 times its own net assets and the total amount of its external security and the amount of each individual security shall not exceed the limits set out in its articles of association;

(8) The Borrower shall not transfer loan under this Contract to an account of the same name or to a related party account except for the uses as agreed herein or with the consent of the Lender.

For transfers from the Borrower to an account of the same name or to a related party account, the Borrower shall provide the appropriate supporting documents;

(9) For the purpose of the loan hereunder, the Borrower shall offer to the Lender security conditions, pricing of interest rates on the loans, sequence of debt repayment and other terms of the loans which are no less favorable than those offered to any other financial institution now or thereafter;

(10) Timely go to the State Administration of Foreign Exchange to handle the registration of foreign exchange loans, approval of principal and interest repayment, and other procedures;

(11) The Lender shall be entitled to withdraw the loan in advance according to the collection of the Borrower's funds;

(12) The Borrower shall submit its environmental (climate), social, and governance risk report to the Lender. The Borrower declares and guarantees to strengthen environmental (climate), social, and governance risk management, and promises to accept the supervision of Lender. If the Borrower violates the aforementioned agreement, it shall constitute or be deemed as an defaulting event under this Contract, and Lender may take remedial measures for breach of contract in accordance with the provisions of this Contract;

(13) Lender shall cooperate with Party B to conduct due diligence work, provide and update information on the institution and its beneficial owners, and provide background information on the transaction;

(14) The Lender has the right to participate in the Borrower's large-scale financing, asset sales, mergers, divisions, shareholding reform, bankruptcy liquidation and other activities in accordance with laws and regulations, and to safeguard the Lender's creditor's rights;

(15) Timely provide complete, truthful, and valid materials to the Lender.

(16) Other matters undertaken by the Borrower: (1) During the period of credit granted by the Lender, the actual controller of the Borrower shall not be changed, otherwise it shall be regarded as a breach of contract and the Lender shall have the right to recover the credit in advance; (2) If the Borrower stops production due to the occurrence of safety production and environmental protection accidents caused by the enterprise, the Lender shall only accept the credit until the rectification is completed.

Article 12 Disclosure of Related Party Transactions within the Borrower's Group

Both parties agree that the following clause 1 shall apply:

1. The Borrower does not belong to the group customers determined by the Lender in accordance with the *Guidelines for Risk Management of Credit Business for Commercial Bank Group Customers* (CBRC Order No. 4 of 2010) (referred to as the Guidelines).

2. The Borrower belongs to the group customer determined by the Lender in accordance with the *Guidelines*. The Borrower shall promptly report to the Lender on related party transactions of more than ten percent (10%) of net assets, including the affiliation of the parties to the transaction, the items and nature of the transaction, the amount or corresponding percentage of the transaction, and the pricing policy (including transactions for which there is no amount or only a nominal amount).

The Lender shall be entitled to unilaterally decide to stop payment of the Borrower's unused loans and to recover in part or in whole the loan principal and interest in advance if the Borrower falls under any of the following circumstances: Using false contracts with related parties, discounting or pledging notes receivable, accounts receivable and other claims without actual trade background with the bank to obtain bank funds or credit; major mergers, acquisitions and reorganizations which

the Lender considers may affect the safety of the loan; intentional evasion of bank claims through related party transactions; other circumstances as specified in Article 18 of the *Guidelines*.

Article 13 Events of Default and Handling

Any of the following conditions shall constitute or be deemed as an event of default by the Borrower hereunder:

1. The Borrower fails to fulfill its any payment and repayment obligations to the Lender as agreed herein;
2. The Borrower fails to use the loan funds in the manner as agreed herein or fails to use the obtained funds for the purpose as agreed herein; or the Borrower uses the loan funds for refinancing or for purchasing any other financial products for arbitrage; or the Borrower uses the loan funds to inflate fiscal revenue; or the Borrower illegally adds implicit local government debts in a manner against stipulations;
3. The statements made by the Borrower hereunder are untrue or the Borrower fails to comply with its undertakings made under this Contract;
4. Any circumstance specified in Article 11-2-(4) hereof occurs and, in the Lender's opinion, it may affect the financial position and contract performance capacity of the Borrower or the Guarantor, and the Borrower fails to provide any new security or change the Guarantor according to this Contract;
5. The credit status of the Borrower declines;
6. The Borrower's profitability, solvency, operating capacity, cash flow or any other financial indicator deteriorates, or breaches the indicator constraints as agreed herein or other financial covenants;
7. The Borrower commits any event of default under other contracts signed by it with the Lender or other institutions of Bank of China Limited;
8. The Guarantor breaches any terms of the Contract of Guarantee or commits any event of default under another contract signed by it with the Lender or another institution of Bank of China Limited;
9. The Borrower stops operating, or any dissolution, revocation or bankruptcy event occurs to it;
10. The Borrower is or may be involved in any significant economic dispute, lawsuit or arbitration, or its assets are sealed up, seized or enforced, or it is investigated by any judicial or taxation, industry and commerce or other administrative authorities or any punitive measure is taken against it thereby in accordance with laws, which has affected or may affect the performance of its obligations hereunder;
11. Any abnormal change occurs to any of the Borrower's major investors or key officers, any of them disappears or is legally investigated or their personal freedom is restricted by judicial authorities, which have or may affect fulfillment of its obligations hereunder;
12. Any circumstance that may affect the financial position and contract performance capacity of the Borrower or the Guarantor exists as identified by the Lender in its annual (i.e. every year since the effective date hereof) review on the Borrower's financial position and contract performance ability;
13. There is a large amount of unusual inflow or outflow of funds into or out of the designated capital recovery account and the Borrower cannot provide any explanatory material acceptable to the Lender;
14. The Borrower refuses to cooperate with the Lender to carry out due diligence, the Borrower or its counterparty is suspected of money laundering, terrorist financing, proliferation of nuclear weapons, violation of sanctions, or any other violation of laws and regulations, or the Borrower and the Guarantor are listed in the United Nations', China' and other applicable sanctions lists;
15. The Borrower breaches any other provisions hereof concerning the rights and obligations of the Parties.

In case of any event of default as provided for in the preceding paragraph, the Borrower shall assume the liability for breach of Contract, and the Lender shall be entitled to take the following measures separately or simultaneously depending on the situation:

1. Requiring the Borrower and the Guarantor to correct their defaulting behavior within a stipulated time.

2. Reducing, suspending or canceling or terminating the credit limit granted to the Borrower, in whole or in part.
3. Suspending or terminating, in whole or in part, acceptance of the Borrower's withdrawal and other requests hereunder, other contracts between the Borrower and the Lender, etc.; suspending, cancelling or terminating, in whole or in part, the issuance, payment and processing of the loans not yet issued or the trade financing not yet processed;
4. Announcing that the principal of the outstanding loan/trade financing amount and other payable amounts under this Contract and under other contracts between the Borrower and the Lender and the interest thereon become due immediately in whole or in part;
5. Adjusting the loan interest rate hereunder and collect penalty interest;
6. Adjusting the loan payment method, such as changing autonomous payment to entrusted payment, reducing the starting amount of entrusted payment, etc;
7. Reducing the risk classification of all credit assets under this Contract and other contracts between the Borrower and the Lender;
8. Terminating or rescinding this Contract, and terminating or rescinding other contracts between the Borrower and the Lender in whole or in part;
9. Requesting the Borrower to compensate the Lender for the losses caused by its breach of contract, including but not limited to litigation costs, attorney fees, notarization fees, execution fees, and other related expenses incurred in realizing the creditor's rights;
10. Debiting the Borrower's accounts with the Lender and other institutions of Bank of China Limited in repayment of all or part of the Borrower's liabilities to the Lender under this Contract. The outstanding amount in the account is considered to be prematurely due. If the currency of the account is different from the currency in which the Lender's business is denominated, the amount shall be converted at the foreign exchange rate applicable to the Lender at the time of deduction.
11. Exercising the security interest;
12. Requesting the Guarantor to assume the guarantee responsibility;
13. Other measures that the Lender deems necessary and possible.

Article 14 Reservation of Rights

The failure of either party to exercise some or all of its rights under this Contract, or to request the other party to perform or assume some or all of its obligations or liabilities, shall not constitute a waiver of such rights or a waiver of such obligations or liabilities.

Any tolerance, rollover or postponement of the exercise of rights under this Contract by one party to the other party shall not affect any rights it enjoys under this Contract and laws and regulations, nor shall it be deemed as a waiver of such rights.

Article 15 Revision, Amendments and Termination

This Contract may be revised or amended in writing upon the consensus reached by both parties through negotiation, and any revision or amendment shall constitute an integral part hereof.

Unless otherwise provided for by laws or regulations or agreed by the Parties, this Contract shall not be terminated, until the rights and obligations hereunder are fully exercised and fulfilled.

Unless otherwise provided for by laws and regulations or agreed by the Parties, the invalidity of any Article hereof shall not affect the legal effect of other Articles.

Article 16 Governing Law and Settlement of Dispute

This Contract shall be governed by the laws of the People's Republic of China (excluding the laws of Hong Kong Special Administrative Region, Macao Special Administrative Region, and Taiwan for the purpose of this Contract).

All disputes arising from conclusion or performance hereof or related hereto after effectiveness of this Contract may be settled by both parties through negotiation. In case of unsuccessful negotiation, either party may settle it by adopting the following 2 method:

1. Arbitration. It shall be submitted to
 - China International Economic and Trade Arbitration Commission
 - Beijing Arbitration Commission (Beijing International Arbitration Center)
 - Arbitration Committee

for arbitration in / (place of arbitration) in accordance with the arbitration rules of such Committee/ Commission effective at the time of applying for arbitration. The arbitral award shall be final and binding on the parties.

2. Lawsuit. The parties may settle it through litigation by choosing a Chinese court through negotiation.

■ A lawsuit may be legally filed with the People's Court in the place where the domicile of the Lender or other institution of Bank of China Limited which exercises and fulfills its rights and obligations under this Agreement or individual agreements locates.

A lawsuit may be legally filed with China International Commercial Court under The Supreme People's Court of The People's Republic of China (for any international commercial dispute with a subject matter in the amount of RMB300 million or more).

- A lawsuit may be legally filed with the competent People's Court.

Other terms and provisions hereof shall continue to be performed during dispute settlement period, if such dispute does not affect performance of such other terms and provisions.

Article 17 Annexes

The following annexes and other annexes mutually confirmed by the Parties shall constitute an integral part of this Contract and has the same legal effect as this Contract.

1. Withdrawal Request (Format);
2. *Notice about Annual Percentage Rate (APR) on Loans* (Format);

Article 18 Miscellaneous

1. The Borrower shall not assign any of its rights or obligations hereunder to any third party without the written consent of the Lender.

2. The Borrower hereby acknowledges that the Lender may delegate exercising and fulfillment of its rights and obligations hereunder, or assign the loan business hereunder, to other institutions of Bank of China Limited due to business needs. The other institutions of Bank of China Limited authorized by the Lender or the other institutions of Bank of China Limited undertaking the loan business hereunder shall be entitled to exercise all the rights under this Contract, and file a lawsuit, apply to arbitration institution for arbitration or apply for enforcement in the name of such institutions in respect of any disputes hereunder.

3. Without prejudice to the other terms of this Contract, this Contract shall be legally binding on the Parties and their respective legally created successors and assignees.

4. Unless otherwise agreed, both parties shall designate the domicile specified in this Contract as the communication and contact address, and the effective delivery address confirmed by both parties. The scope of application of the delivery address includes the delivery of various notices, contracts, and other documents during the performance of the contract by both parties, as well as the delivery of relevant documents and legal documents in case of disputes arising from this Contract (including but not limited to all litigation stages such as arbitration, first instance, jurisdiction objection and reconsideration, second instance, retrial, remand for retrial, and enforcement after civil litigation procedures, and legal documents including but not limited to various notices, arbitration awards, judgments, rulings, mediation agreements, etc.).

The Borrower agrees that the Lender or the arbitration institution or the court may send relevant documents and legal documents to Borrower by electronic service through Borrower's fax or email address as listed in this Contract.

If both the delivery address and electronic delivery method are agreed upon at the same time, and delivery to the address designated by the Borrower shall have the same legal effect as electronic delivery. If multiple methods are used to deliver the same matter or legal document, they all have the effect of delivery, and the first delivery date shall be deemed as the date of delivery.

If there is any change to the above address or method, the changing party shall notify the other party in writing of the changed address or method 10 working days in advance. In arbitration and civil litigation proceedings, if either party changes their address or method, it shall fulfill the obligation to serve notice of the change of address or method to the arbitration institution or court. If one party fails to fulfill the notification obligation in the aforementioned manner, the delivery address or method confirmed in this Contract shall still be deemed as a valid delivery address or method.

If a legal document cannot be actually received by one party due to inaccurate service address or method provided or confirmed by one party, failure to inform the other party and the court in a timely manner in accordance with procedures after the change of address or method of service, or refusal of the designated recipient to sign for receipt, etc., the date of service shall be deemed to be the date on which the document is returned; Where service is made directly, the date on which the person delivering the service indicates the circumstances on the receipt of service on the spot shall be deemed to be the date of service; If it is delivered electronically, it shall be deemed to be the date of delivery from the date of entering the system designated by the Borrower.

The provisions regarding the delivery address of relevant documents and legal documents in this clause are independent provisions of this Contract regarding the confirmation of valid delivery addresses; If this Contract is confirmed to be invalid or revoked in whole or in part, this clause shall remain valid.

5. The transactions under this Contract are conducted on the basis of their respective independent interests. If other parties to the transaction constitute related parties or affiliated persons of the Lender as required by applicable laws, regulations and regulatory requirements, neither party shall seek to use such affiliation to affect the fairness of the transaction.

6. The headings and business names under this Contract are used for convenience of reference only and shall not be used to interpret the content of the terms and the rights and obligations of the Parties.

7. According to laws, regulations, and regulatory provisions, in view of the financial products or services related to the credit business applied for by the Lender, the Borrower agrees and authorizes the Lender to collect, query, store, use, process, transmit, provide, and delete the following relevant information of the Borrower during the due diligence, review and approval, business processing, financing issuance, post-loan management, collateral registration and disposal, and debt collection process of the relevant financial products and services, including:

(1) The relevant information of the Borrower in the financial credit information basic database and other legally established credit information databases.

(2) The Borrower's industrial and commercial registration information, customs import and export information, tax payment information, invoice information, financial information, water and electricity fee payment situation and data, payroll information, communication fee payment information, POS receipt data, Internet credit information, payment and settlement information, mortgage and pledge information, and other relevant information of the unit held by third-party institutions.

(3) The Borrower's public security involvement information, litigation or arbitration information, asset seizure, detention or compulsory execution situation, court litigation judgment, arbitration award, administrative penalty, social security payment, etc.

(4) The information generated or obtained by the Lender during the provision of financial products or services to the Borrower.

(5) For the avoidance of ambiguity, the relevant information does not include any information that can be obtained through public channels.

The Borrower agrees and authorizes the Lender to collect, query, store, use, process, transmit, provide and delete the above information, specifically including:

(1) Retrieve relevant information of the Borrower through the financial credit information basic database and other legally established credit information databases.

(2) Provide the information related to this Agreement and other relevant information of the Borrower to the financial credit information basic database and other legally established credit information databases for qualified institutions or individuals to query and use in accordance with laws.

(3) Share the above relevant information internally among members of the Lender's group to meet the needs of post-grant management, as well as legal and regulatory requirements for unified credit management of the Borrower.

(4) Provide the above relevant information to the relevant third-party organizations according to the needs of credit business processing, debt collection, debt transfer and post-grant management.

The validity period of this authorization shall be until the date when the Borrower settles all credit within the scope of the Lender's Group.

8. If the withdrawal date or repayment date falls on a non-working day such as a weekend or statutory holiday, it shall be postponed to the first working day after the non-working day.

9. If the Lender is unable to perform this Contract or to perform in accordance with this Contract due to changes in laws, regulations or regulatory requirements, the Lender shall be entitled to terminate or change the performance of this Contract hereunder in accordance with changes in laws, regulations or regulatory requirements. If for such reason this Contract is terminated or changed in such a way that the Lender cannot perform or cannot perform in accordance with this Contract, the Lender shall be exempted from liability.

10. The Borrower may consult and complain about this Agreement and the business and fees under this Contract through the contact phone number of the Lender listed in this Contract.

Article 19 Effectiveness of Contract

This Contract shall come into effect from the date when it is signed and affixed with official seals by the legal representatives (persons in charge) of the Borrower and the Lender or their authorized signatories.

This Contract is made in duplicate, with each party holding one, which shall have equal legal force.

Borrower: Gemstar Technology (Yangzhou) Co. Ltd.

Authorized Signatory:

Dated:

Lender: Bank of China Limited, Baoying Sub-branch

Authorized Signatory:

Dated:

Annex Notice about Annual Percentage Rate (APR) on Loans

No.:/

To: _____/_____ (Borrower)

1. We signed a *Working Capital Loan Contract*, numbered , with you. Under the aforementioned Contract, we, as the Lender, provide an APR of on the loans offered to you. **The APR (simple interest/ Combined simple interest and compound interest (single choice)) includes:**

- (1) Interest on the loan calculated based on the loan interest rate specified in Clause 1 under Article 4 of the aforementioned Contract;
- (2) Various expenses and fees directly related to the loan as specified in Article of the aforementioned Contract; (Delete if not applicable)
- (3) Various expenses and fees directly related to the loan as specified in the -numbered and signed separately by you and us. (Delete if not applicable)

2. This Notice, as an annex to the aforementioned Contract, constitutes an integral part of it and has the same legal effect as the aforementioned Contract. Any matters not specified shall be subject to the provisions of the aforementioned Contract.

Lender: _____/_____

Authorized Signatory: _____/_____

_____/____ (MM/DD/YY)