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

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**FORM 6-K**

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Report of Foreign Private Issuer  
Pursuant to Rule 13a-16 or 15d-16  
of the Securities Exchange Act of 1934

Date of Report: April 2024

Commission File Number: 001-39368

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**MAXEON SOLAR TECHNOLOGIES, LTD.**  
(Exact Name of registrant as specified in its charter)

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8 Marina Boulevard #05-02  
Marina Bay Financial Centre  
018981, Singapore  
(Address of principal executive office)

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Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

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### Introductory Note

On April 26, 2024, Maxeon Solar Technologies, Ltd. (NASDAQ:MAXN) (the “Company” or “Maxeon”), through its subsidiary, SunPower Manufacturing Corporation Limited, entered into an equity transfer agreement with Zhonghuan Hong Kong Holding Limited, a subsidiary of TCL Zhonghuan Renewable Energy Technology Co. Ltd. (“TZE”), Maxeon’s largest shareholder, for the sale of all of the Company’s minority interest (approximately 16.27%) in Huansheng Photovoltaic (Jiangsu) Co., Ltd (“HSPV”), the joint venture Maxeon’s former parent entity, SunPower Corporation, TZE and other former partners established in 2016. The aggregate consideration for the sale of the Company’s interest in HSPV and for the New IP License (as described below) granted by the Company to Zhonghuan Singapore Investment and Development Pte. Ltd. (“TZE SG”), a subsidiary of TZE, is approximately \$34 million.

#### Entry into Other Material Agreements

In conjunction with the sale of the Company’s interest in HSPV:

- (i) the Company's subsidiary, Maxeon Solar Private Limited, on April 26, 2024, entered into a non-exclusive and non-transferable intellectual property license agreement with TZE SG to enable HSPV and other subsidiaries of TZE, to develop, manufacture and sell large scale P-Series solar modules worldwide (other than in the United States) and to develop and manufacture rooftop size P-Series solar modules (“DG Products”) exclusively for Maxeon to sell worldwide, for an upfront license fee of \$10 million (“New IP License Agreement”). Under the New IP License Agreement, the Company and TZE will jointly review licensing and enforcement of intellectual property relating to P-Series solar modules, other than enforcement of patents registered in the United States, and the Company will share a certain percentage of licensing fees and/ or awards from any enforcement actions relating to P-Series solar modules outside of the United States with TZE.
- (ii) on April 26, 2024, the Company and certain of its subsidiaries entered into a termination agreement on with TZE, HSPV and certain other subsidiaries of TZE to terminate (a) the intellectual property license agreement dated February 22, 2017 between the Company and HSPV, (b) the intellectual property license agreement dated February 8, 2021 between the Company and Huansheng New Energy (Jiangsu) Co., Ltd. (“HSNE”), (c) the amended and restated business activities framework agreement dated February 8, 2021 between the Company and its subsidiary, HSPV, HSNE, and TZE, (d) the amended and restated offshore master supply agreement dated February 8, 2021 between the Company and its subsidiary, HSPV and HSNE and (e) the temporary intellectual property licensing and business collaboration agreement dated October 22, 2022 between the Company and its subsidiary, TZE, HSPV, HSNE and Huansheng New Energy (Tianjin) Co., Ltd. (“HSTJ”).
- (iii) on April 26, 2024, the Company, HSPV and HSNE entered into a new master supply agreement (the “2024 HSPV Master Supply Agreement”), pursuant to which the Company will purchase and HSPV and HSNE will exclusively supply Maxeon with rooftop size P-Series solar modules that meet certain criteria (“DG Products”). The 2024 HSPV Master Supply Agreement provides that the pricing of DG Products will be subject to an indexed pricing mechanism, volumes are to be determined based on a rolling demand forecast and purchase orders issued periodically subject to approvals from our Board. The 2024 Master Supply Agreement also provides for notice to be given to the Company before any DG Products are discontinued and includes terms relating to operational management, supply chain management, inspection, representations and warranties, and legal compliance. HSPV and HSNE other TZE subsidiaries may sell P-Series solar modules that are of a larger format than the DG Products

directly into global power plant markets, outside of the United States. The Company may also enter into separate supply agreements with HSPV and HSNE and other TZE subsidiaries for the supply of P-Series solar modules that are of a larger format than the DG Products.

Copies of the equity transfer agreement, the New IP License Agreement, the termination agreement and the 2024 HSPV Master Supply Agreement (collectively, the “Agreements”) are included as Exhibits 99.1, 99.2, 99.3 and 99.4, respectively, to this report and are incorporated herein by this reference. The foregoing summaries and descriptions of the Agreements do not purport to be complete and are qualified in their entirety by reference to Exhibits 99.1, 99.2, 99.3 and 99.4.

#### **Incorporation by Reference**

The information contained in this report is hereby incorporated by reference into the Company’s registration statements on Form F-3 (File No. 333-271971), Form F-3 (File No. 333-265253), Form F-3 (File No. 333-268309), Form S-8 (File No. 333-277501) and Form S-8 (File No. 333-241709), each filed with the Securities and Exchange Commission.

## SIGNATURES

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, thereunto duly authorized.

MAXEON SOLAR TECHNOLOGIES, LTD.  
(Registrant)

April 26, 2024

By: /s/ Kai Strohbecke  
Kai Strohbecke  
Chief Financial Officer

## EXHIBITS

<u>Exhibit</u>	<u>Title</u>
<a href="#"><u>99.1*</u></a>	Equity Transfer by and among SunPower Manufacturing Corporation Limited and Zhonghuan Hong Kong Holding Limited dated April 26, 2024
<a href="#"><u>99.2*</u></a>	Intellectual Property License Agreement by and among Maxeon Solar Pte. Ltd. and Zhonghuan Singapore Investment and Development Pte. Ltd. dated April 26, 2024
<a href="#"><u>99.3</u></a>	Termination Agreement by and among Maxeon Solar Pte. Ltd., Huansheng Photovoltaic (Jiangsu) Co., Ltd, Huansheng New Energy (Jiangsu) Co., Ltd., Huansheng New Energy (Tianjin) Co., Ltd., Maxeon Solar Technologies, Ltd., TCL Zhonghuan Renewable Energy Technology Co., Ltd., and SunPower Systems International Limited dated April 26, 2024
<a href="#"><u>99.4*</u></a>	DG P-Series Products Master Supply Agreement by and among, Huansheng Photovoltaic (Jiangsu) Co., Ltd, Huansheng New Energy (Jiangsu) Co., Ltd. and Maxeon Solar Technologies, Ltd. dated April 26, 2024

\*Portions of these exhibits have been omitted and because the information is both not material and is the type that the Company treats as private or confidential.

**EQUITY TRANSFER AGREEMENT**  
**股权转让协议**

**Between**  
**之**

**SunPower Manufacturing Corporation Limited**  
**SunPower Manufacturing Corporation Limited**

**And**  
**和**

**Zhonghuan Hong Kong Holding Limited**  
**中环香港控股有限公司**

April 26, 2024  
2024年4月26日

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## EQUITY TRANSFER AGREEMENT

### 股权转让协议

THIS EQUITY TRANSFER AGREEMENT (this “**Agreement**”), dated as of April 26, 2024, is entered into by and between:

本股权转让协议(下称“**本协议**”)由以下双方于2024年4月26日签订：

- (1) **SunPower Manufacturing Corporation Limited** (the “**Seller**”), a company incorporated and registered in Hong Kong, with its principal place of business at Suite 3201, Jardine House, 1 Connaught Place, Central, Hong Kong; and

**SunPower Manufacturing Corporation Limited** (下称“**卖方**”)，一家在香港组建并注册的公司，其主营地址位于香港中环康乐广场1号怡和大厦3201室；和

- (2) **Zhonghuan Hong Kong Holding Limited** (the “**Buyer**”), a company incorporated in Hong Kong and registered with the Companies Registry of Hong Kong, with registration No. 1820559 and with its registered office at 24/F., Fu Fai Commercial Centre, 27 Hillier Street, Sheung Wan, Hong Kong.

**中环香港控股有限公司** (下称“**买方**”)，一家在香港成立并在香港公司，注册编号为1820559，注册办事处地址位于香港上环禧利街27号富辉商业中心24层。

The Seller and the Buyer are hereinafter collectively referred to as the “**Parties**” and each a “**Party**”. Certain capitalized terms used herein, unless otherwise provided, shall have the meanings set forth in Article 1 of this Agreement.

卖方与买方以下合称“**双方**”，单独称为“**一方**”。除另有规定，本协议中大写的术语具有本协议第1条规定的含义。

### RECITALS

#### 序言

The Seller and TCL Zhonghuan Renewable Energy Technology Co. Ltd. (“**TZE**”) are the shareholders of Huansheng Photovoltaic (Jiangsu) Co., Ltd. (the “**Company**”), a Sino-foreign equity joint venture company established in the PRC pursuant to the Joint Venture Contract dated January 22, 2016, which was amended and restated on Feb 22, 2017, September 12, 2019 and September 26, 2021 respectively (the “**JV Contract**”).

卖方与TCL中环新能源科技股份有限公司 (“**TCL中环**”)系环晟光伏(江苏)有限公司 (“**合资公司**”)的股东，合资公司是根据2016年1月22日签订，并分别于2017年2月22日、2019年9月12日和2021年9月26日修订和重述的《合资合同》 (“**合资合同**”)在中国境内设立的一家中外合资经营企业。

As at the date hereof, the Seller owns 16.27% equity interests of the Company (the “**Target Shares**”), and TZE owns 83.73% equity interests of the Company.



在本协议签署日，卖方在合资公司中拥有16.27%的股权（下称“目标股权”），而TCL中环在合资公司中拥有83.73%的股权。The Seller hereby intends to sell and transfer the Target Shares to the Buyer, and the Buyer intends to purchase and acquire the Target Shares from the Seller. The transfer of the Target Shares is hereinafter referred to as the “**Equity Transfer**”.

卖方有意向买方出售并转让目标股权，同时买方有意向卖方购买并获得目标股权。目标股权的转让在下文中称为“**股权转让**”。

Both Parties have agreed to complete the Equity Transfer on and subject to the provisions of this Agreement.

双方同意根据和受制于本协议条款完成股权转让。

NOW, THEREFORE, the Parties hereby agree as follows:

因此，双方兹约定如下：

## AGREEMENT

### 协议

#### 1 Definitions

##### 释义

1.1 In this Agreement the following definitions apply.

在本协议中，下列释义适用。

“**Agreement**” means this Equity Transfer Agreement entered into by and between the Seller and the Buyer on April 26, 2024, and any amendments, modifications or supplementations made thereto from time to time.

“**本协议**”指卖方和买方于2024年4月26日签署的股权转让协议，及不时对其进行的任何修改、变更或补充。

“**Buyer**” shall have the meaning set forth in the parties section of this Agreement.

“**买方**”应具有本协议合同方部分所规定的含义。

“**China**” and “**PRC**” means, for the purpose of this Agreement, the mainland of the People’s Republic of China (excluding Hong Kong, the Macau Special Administrative Region and Taiwan).

“**中国**”，为本协议之目的，指中华人民共和国大陆地区（不包括香港、澳门特别行政区和台湾）。

“**Company**” shall have the meaning set out in Recitals.

“**合资公司**”具有序言规定的含义。

“**Company Registration Authority**” shall mean the State Administration for Market Regulation and its competent local counterpart.

“**公司登记机关**”应指国家市场监督管理总局及其地方对口机关。

“**Consideration**” shall have the meaning set out in Clause 2.2.

“**购买价款**”具有第2.2条规定的含义。

“**Effective Date**” means the date of execution of this Agreement by both Parties.

“**生效日**”指双方签署本协议的日期。

“**Encumbrance**” includes any mortgage, charge, pledge, hypothecation, lien, assignment by way of security, title retention, option, right to acquire, right of pre-emption, right of set off, counterclaim, trust arrangement or any other security, preferential right, equity or restriction, and any agreement to give or create any of the foregoing.

“**权利负担**”指任何通过担保、权利保留、期权、获取权、有限购买权、抵销权、反诉、信托安排或任何其他担保、优先权、股权或限制和任何给予或创设上述权利的协议而取得的抵押、质押、担保、留置或让与。

“**Equity Transfer**” shall have the meaning set out in the Recitals.

“**股权转让**”具有序言规定的含义。

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC.

“**香港**”指中国香港特别行政区。

“**JV Contract**” shall have the meaning set out in the Recitals.

“**合资合同**”具有序言规定的含义。

“**Parties**” means the Seller and the Buyer. “**Party**” means each of the Seller or the Buyer.

“**双方**”指卖方和买方。“**一方**”指卖方或买方中任何一方。

“**Seller**” shall have the meaning set forth in the parties section of this Agreement.

“**卖方**”应具有本协议合同方部分所规定的含义。

“**Share Pledge**” means the current pledge of the Target Shares by the Seller in favor of DB TRUSTEES (HONG KONG) LIMITED under the equity pledge agreement dated September 30, 2022.

“**股权质押**”指卖方目前根据日期为2022年9月30日的《股权质押协议》向德意志信托（香港）有限公司进行的目标股权的出质。

“**Target Shares**” shall have the meaning set out in the Recitals.

“**目标股权**”具有序言中规定的含义。

“**TZE**” means TCL Zhonghuan Renewable Energy Technology Co. Ltd.

“**TCL中环**”指TCL中环新能源科技股份有限公司。

1.2 In this Agreement, unless otherwise specified:

在本协议中，除非另有规定：

- (a) reference to any statute, regulation, rule, delegated legislation or order is to any statute, regulation, rule, delegated legislation or order as amended, modified or replaced from time to time and to any statute, bye-law, regulation, rule, delegated legislation or order replacing or made under any of them;

指代任何法规、条例、规定、授权立法或命令就是指的任何法规、条例、规定、授权立法或命令的不时修订、修改或更替的版本或任何更替其的或在其下被制定的任何法规、条例、规定、授权立法或命令；

- (b) references to any Clause or paragraph are to those contained in this Agreement;

指代任何条款、段落或附表是指本协议的条款或段落；

- (c) headings are for ease of reference only and shall not be taken into account in construing this Agreement; and

标题是为指代方便而定，不应在解释本协议时被考虑；及

- (d) “**Business Day**” means a day (not being a Saturday or Sunday) on which banks are open for normal banking business in China and Hong Kong.

“**工作日**”指在中国和香港的银行正常营业日（但非周六、日）。

## 2 Terms of Sale

### 购买条款

1.1 The Seller shall sell, and the Buyer shall purchase, the Target Shares with immediate effect between the Parties on and from the Effective Date. The Target Shares shall be sold:

自生效日起，卖方将转让，且买方应购买目标股权，该等股权转让自生效日起在双方之间立即生效。出售的目标股权将：

- (a) free from any Encumbrance except for the Share Pledge;

除股权质押外无任何权利负担；

- (b) with all rights attached or accruing to them on and after the Effective Date including the right to dividends that accrue for the time period after the Effective Date; and

包含在生效日或之后附着于目标股权或由其产生的全部权利，包括对在生效日之后的期间内产生的分红权；且

- (c) with full title guarantee.

有完全的产权保证。

- 1.2 The aggregate consideration for the purchase of the Target Shares (the “**Consideration**”) shall be twenty-four million US Dollars (USD 24 million) to be paid on the Effective Date (or the first Business Day after Effective Date, if the Effective Date is not a Business Day) from the Buyer to the Seller in accordance with Clause 5 below. The Parties shall not adjust the Consideration on the grounds of operating profit or loss of the Company for any time period after the Effective Date.

购买目标股权的总价款（下称“**购买价款**”）应为两千四百万美元（24,000,000美元），将在生效日（如果生效日不是工作日，则顺延到生效日后的第一个工作日）由买方根据下文第5条支付至卖方。双方不得以在生效日后任何时间段内合资公司发生的经营性损益等理由对购买价款进行调整。

- 1.3 Any income taxes arising under the PRC laws in connection with the Equity Transfer shall be borne by the Seller and paid by the Seller to relevant PRC tax authorities, and the Buyer shall not withhold such taxes from the Consideration. Each Party shall pay its own stamp duty on this Agreement for which it is liable under the PRC laws.

与股权转让相关的在中国法律下产生的任何所得税应由卖方承担，并由卖方向中国有关税务机关缴纳税款，买方不应从购买价款中扣除该税款。每一方应分别缴纳其就本协议根据中国法律应缴纳的印花税。

### 3 Representations and Warranties

#### 陈述与保证

- 1.1 Both Parties represent and warrant that:

双方应陈述与保证如下：

- (a) They have the right and power, and are authorized, to execute, deliver, and perform this Agreement in accordance with its terms, and to consummate the transactions contemplated hereunder.

其具有权力和授权，有权根据本协议的条款签署、交付和履行本协议，并完成本协议项下的交易。

- (b) This Agreement is duly executed and delivered by a duly authorized officer of the Parties, and is a legal, valid, and binding obligation of each Party and enforceable against such Party in accordance with its terms.

本协议由双方经合法授权的管理人员正式签署和交付，是双方合法、有效和有约束力的义务，可依据其条款对该方强制执行。

- (c) Neither Party is the subject of a bankruptcy, insolvency, probate, receivership, or conservatorship proceeding before the date of this Agreement.

在本协议签署前，双方均未破产、资不抵债、遗产认证、被破产接管或被监护。

- 1.2 Save as disclosed in writing by the Seller to the Buyer before Effective Date, the Seller represents and warrants to the Buyer that:

除了卖方在生效日前书面向买方披露的以外，卖方向买方做出以下陈述和保证：

- (a) the Target Shares constitute the entire equity interested legally and beneficially owned and held by the Seller in the Company, and there is no Encumbrance on any of the Target Shares, except for the Share Pledge which will be released pursuant to Clause 6.2 below.

目标股权是卖方在合资公司中合法和受益地所有和持有的全部股权，且目标股权无任何权利负担，但根据下文第6.2条将解除的股权质押除外。

- (b) No person has the right to call for the allotment, conversion, issue, sale or transfer of any of the Target Shares. No person has claimed to be entitled to, and no person will be given any Encumbrance or right mentioned hereinabove.

任何人无权要求分配、转换、发行、销售或转让任何目标股权。任何人未声称有权享有上述提到的任何权利负担或权利或者将被授予该等权利。

- (c) The Seller is entitled to sell and transfer the full beneficial ownership in the Target Shares to the Buyer on the terms set out in this Agreement.

卖方有权根据本协议的条款向买方出售和转让目标股权的全部受益所有权。

- (d) The Seller have obtained all its corporate approvals of this Agreement and the Equity Transfer from its final decision-making authorities.

卖方取得了其最终决策机构对本协议和股权转让的公司内部批准。

- 1.3 Save as disclosed in writing by the Buyer to the Seller before the Effective Date, the Buyer represents and warrants to the Seller that:

除了买方在生效日前书面向卖方披露的以外，买方向卖方做出以下陈述和保证：

- (a) The Buyer is financially capable to pay the Consideration and complete the Equity Transfer in accordance with this Agreement.

买方有充足的财力按照本协议规定支付购买价款和完成股权转让。

- (b) The Buyer have obtained all its corporate approvals of this Agreement and the Equity Transfer from its final decision-making authorities.

买方取得了其最终决策机构对本协议和股权转让的公司批准。

- (c) TZE has effectively waived its right of first refusal and any other priority right to the Target Shares under the JV Contract.

TCL中环已经有效放弃其根据合资合同对目标股份享有的优先购买权和其他任何优先权。

#### 4 Special Acknowledgement and Undertakings

##### 特殊确认和承诺

- 1.1 Both Parties acknowledge and agree that, on and from the Effective Date, the Buyer shall be the beneficial owner of the Target Shares and, at any time the Seller remains the registered owner of the Target Shares, the Seller shall hold the Target Shares on behalf of and at the direction of the Buyer. Consequently, the Buyer shall enjoy all the benefits and bear all the burden of the ownership of the Target Shares.

双方承认并同意，自生效日起，买方应为目标股权的实益所有人，且在卖方仍然是目标股权的注册所有人的任何时间，卖方应代表买方并按照买方的指示持有目标股权。因此，买方应享有目标股权所有权的所有利益并承担所有责任。

- 1.2 After the Effective Date and at any time the Seller remains the registered owner of the Target Shares, the Seller shall refrain from taking any actions as a shareholder of the Company without prior approval of the Buyer, and the Buyer shall, and shall cause the Company to, refrain from taking any actions that may impose any obligation or burden on the Seller as a shareholder of the Company (including any increase of the registered capital of the Company) except as otherwise provided under this Agreement.

生效后，且在卖方仍是目标股权的注册所有人的任何时间，未经买方事先批准，卖方不得作为合资公司股东采取任何行动，买方应并应促使合资公司不得采取任何可能对卖方作为合资公司股东施加任何义务或负担的行动（包括增加合资公司注册资本），除非本协议另有规定。

#### 5 Effective Date Actions

##### 生效日行动

On the Effective Date,

在生效日，

- (a) all original copies of the Shareholder’s Investment Certificate(s) issued to the Seller by the Company shall be invalid;  
 合资公司颁发给卖方的全部股东出资证明书原件应作废；
- (b) the Seller shall cause the existing directors appointed by it and the existing supervisor nominated by it to resign immediately from the Company; and  
 卖方应促使其任命的董事和其提名的监事立即提出辞职；且
- (c) the Buyer shall pay the Consideration to the following bank account of the Seller:  
 买方应向卖方的以下银行账户支付购买价款：

Bank 银行名称	Deutsche Bank AG, Hong Kong Branch
Address of Bank 银行地址	Level 60 International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Account Name 账户名	SUNPOWER MANUFACTURING CORPORATION LIMITED
Account Number 账号	0030767-050 USD
Swift Code Swift码	DEUTHKHH

## 6 Post-Effective Date Covenants

### 生效日后义务

- 1.1 After the Effective Date, the Seller shall provide the necessary assistance to the Buyer in obtaining all the regulatory approvals that are required for the Equity Transfer in accordance with the laws of PRC as soon as practicable; provided that, if such regulatory approvals are not obtained (or deemed to be obtained) within eighteen (18) months after the Effective Date, the Seller shall return the Consideration to the Buyer, whereupon the Equity Transfer shall terminate and this Agreement shall cease to be binding upon either Party.

在生效日后，卖方应向买方提供必要的协助，以尽快根据中国法律获得股权转让所需的所有监管批准；但是，如果在生效日后十八（18）个月内未获得（或被视

为未获得) 此类监管批准, 卖方应将购买价款退还给买方, 股权转让随之终止, 本协议对任何一方均不再具有约束力。

- 1.2 After the Effective Date, the Parties shall, and shall cause the Company to, take all necessary steps and sign all necessary documents to ensure that the Share Pledge will be released as soon as practicable.

在生效日后, 双方应当, 并应促使合资公司采取一切必要措施并签署一切必要文件, 以确保股权质押尽快解除。

- 1.3 After obtaining all the necessary regulatory approvals of the Equity Transfer, the Seller shall provide the necessary assistance to the Buyer to ensure that the Company will complete the business registration amendment and alteration registration of the changes of shareholder, directors and supervisor of the Company contemplated hereunder with the Company Registration Authority in Yixing as soon as practicable.

在获得股权转让所有必要的监管批准后, 卖方应向买方提供必要的协助, 以确保合资公司尽快在宜兴公司登记机关完成本协议项下涉及的合资公司股东、董事和监事变更的工商变更登记。

- 1.4 After the Effective Date, the Buyer shall, and shall cause the Company to, provide the necessary assistance to the Seller in completing the tax filing and reporting in the PRC as may be required by relevant tax authorities.

在生效日后, 买方应当, 并应促使合资公司向卖方提供必要的协助, 以完成相关税务机关可能要求的在中国的税务申报。

- 1.5 After the Effective Date and at any time the Seller remains the registered owner of the Target Shares, the Seller shall from time to time at the expense of the Buyer execute and do (or procure the execution and doing of) all such other documents, acts and things as the Buyer shall reasonably require for exercising any right attached to the Target Shares.

在生效日后, 且在卖方仍是目标股权的注册所有人任何时间, 卖方应不时签署和执行 (或促使签署和执行) 买方为行使目标股权附带的任何权利而合理要求的所有其他文件、行为和事项, 费用由买方承担。

## 7 Breach of Agreement

### 违约责任

- 1.1 In case the Buyer fails to pay the Consideration in full to the Seller on the Effective Date pursuant to Clause 5, the Buyer shall pay the Seller zero point zero five percent (0.05%) of the unpaid amount for each day of delay as liquidated damages to the Seller.

如果买方未能根据第5条在生效日前向卖方全额支付购买价款, 则买方应向卖方支付违约金, 金额为每延迟支付一天未付金额的万分之五 (0.05%) 。



- 1.2 In case the Seller is in breach of its undertakings or covenants under Clause 4 or Clause 6, which breach is not remedied within thirty (30) days after the Buyer issues a notice to the Seller, the Seller shall be liable to the Buyer for liquidated damages in the amount of ten percent (10%) of the Consideration.

如果卖方违反其在第4条或第6条下的承诺或义务，且该违约在买方向卖方发出通知后的三十（30）日内未被纠正，卖方应向买方支付违约金，金额为购买价款的百分之十（10%）。

## 8 Dispute Resolution

### 争议解决

The Parties shall seek to settle any dispute, controversy or claim arising from or in connection with this Agreement through friendly consultations. If within thirty (30) days after one Party notifies the other Party of any dispute in writing, the Parties fail to resolve such dispute through friendly consultation, any Party can submit such dispute to Shanghai International Arbitration Center for arbitration under its rules of arbitration in force when the arbitration is initiated. The arbitration award shall be final and binding on the Parties. The place of arbitration shall be Shanghai. The arbitration proceedings shall be conducted in both Chinese and English.

双方应合理努力，通过友好协商解决与本协议相关或由此产生的任何争议、争端或索赔。如果在一方已经就争议书面通知另一方后三十（30）日内，双方仍未能通过友好协商解决争议，任何一方可将争议提交上海国际仲裁中心按照申请仲裁时其有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。仲裁地为上海。仲裁程序应使用中文和英语。

## 9 Costs

### 费用

Each Party will pay its own costs and expenses in relation to the preparation, execution and carrying into effect of this Agreement.

每一方将自行承担其对准备、签署和执行本协议而相关的费用和开支。

## 10 Notices

### 通知

- 1.1 Any notice or other communication to be given under this Agreement shall be in writing and shall be delivered by hand, sent by prepaid first class post, or shall be transmitted by fax. It shall be addressed to the party to be served at the address or fax number specified in this Agreement or notified by it in writing as being its address or fax number for that purpose.

任何在本协议下给予的通知或其他通信将是书面的和使用人工送达、预付费的商业信函送达或用传真送达。通知将通过送达到在本协议中注明的地址或发给在本协议中注明的传真号，或发给该方用书面方式特别注明的地址或传真号。

- 1.2 A notice delivered by hand is effective at delivery. A notice sent by fax is effective on the next Business Day after the fax was sent. A notice sent by post is effective (for national mail) on the second Business Day after posting and (for international mail) on the fifth Business Day after posting.

人工送达的通知在送达时生效。传真的通知在传真发出的第二天生效。邮寄的通知在寄出的第二个工作日生效（国内邮件）和在寄出的第五个工作日生效（国际邮件）。

## 11 Counterpart Execution

### 签署文本

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

本协议可签署一份或多份，每一份均视为正本，所有文本构成同一份文件。

## 12 Language

### 语言

This Agreement shall be executed in both English and Chinese versions. In case of any discrepancy between the two language versions, the English version shall prevail.

本协议以中英文签署，如果两种文本不一致，以英文版为准。

## 13 Governing Law

### 管辖法律

This Agreement shall be governed by and construed in accordance with Chinese law.

本协议受中国法律管辖和解释。

[signage page to follow]

[签字页见后]

IN WITNESS WHEREOF the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the first date written above.

本协议双方已促使他们各自的授权代表于本协议首页所载之日期签署本协议，特此为证。

**SunPower Manufacturing Corporation Limited**

By签署人: /s/ Kai Strohbecke

Name姓名: Kai Strohbecke

Capacity职务: Director

IN WITNESS WHEREOF the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the first date written above.

本协议双方已促使他们各自的授权代表于本协议首页所载之日期签署本协议，特此为证。

**Zhonghuan Hong Kong Holding Limited**

中环香港控股有限公司

By 签署人: \_\_\_\_\_ /s/ Zhang Changxu

Name 姓名: Zhang Changxu

Capacity 职务: Director

Date: April 26, 2024  
日期：2024年4月26日

# INTELLECTUAL PROPERTY LICENSE AGREEMENT 知识产权许可协议

Executed By  
由

**Maxeon Solar Pte. Ltd.**

And  
和

**Zhonghuan Singapore Investment and Development Pte. Ltd.**  
**中环新加坡投资发展私人有限公司**

**签署**

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This Intellectual Property License Agreement (this “**Agreement**”) is entered into on April 26, 2024 (“**Execution Date**”), by and between:

本知识产权许可协议（本“**协议**”）由以下双方于2024年4月26日（“**签署日**”）签署：

**Party A: Maxon Solar Pte. Ltd.**, a company incorporated and registered in Singapore, with its registered place of business at 8 Marina Boulevard #05-02, Marina Bay Financial Center 018981, Singapore (the “**Licensor**”); and

**甲方：Maxon Solar Pte. Ltd.**，一家在新加坡组建并注册的公司，其注册营业地位于新加坡邮区018981滨海湾金融中心滨海大道8号#05-02（“**许可方**”）；和

**Party B: Zhonghuan Singapore Investment and Development Pte. Ltd.**, a company incorporated and registered in Singapore, with its registered place of business at 6 Raffles Quay, #14-06, Singapore (048580), Singapore (the “**Licensee**”).

**乙方：中环新加坡投资发展私人有限公司**，一家在新加坡组建并注册的公司，其注册营业地位于新加坡邮区048580莱佛士码头6号#14-06（“**被许可方**”）。

The Licensor and the Licensee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**许可方和被许可方**以下合称为“**双方**”，单独称为“**一方**”。

## RECITALS

### 序言

WHEREAS:

鉴于：

(A) The Licensor and its Affiliates maintain an internationally leading position in the manufacture of shingled-cell photovoltaic module products using an innovative type of shingled-cell photovoltaic technology owned by the Licensor (the “**P-Series Products**”), and they possess the relevant proprietary information, manufacturing and operation know-how, trade secrets, patent rights and other relevant proprietary manufacturing and management technology and experience.

**许可方及其关联方**在利用**许可方**拥有的新型叠层光伏技术制造叠瓦光伏组件产品（下称“**P系列产品**”）方面具有国际领先地位，并掌握了该等产品的相关专有资料、制造和运营技术、商业秘密、专利权以及其他有关的专有制造与管理技术和经验。

(B) The Licensor has entered into a series of License Agreements with certain Affiliates of the Licensee in the PRC (including HSPV and HSNE) (the “**Existing Agreements**”), whereby the Licensor has provided the Licensee’s Affiliates with a license to the Licensed Technology, and necessary technology assistance to the Licensee’s Affiliates enabling design, manufacture, sales, and improvement of the P-Series Products in the

PRC, pursuant to the terms and conditions set out in the Existing Agreements. The Existing Agreements are terminated on the Execution Date.

许可方与被许可方在中国的某些关联方（包括环晟光伏和环晟新能）签订了一系列知识产权许可协议（“**现有协议**”）。根据上述协议，许可方已向被许可方的关联方提供被许可技术的许可和必要的技术协助，使其能够根据**现有协议**的条款和条件在中国设计、制造、销售和改进**P系列产品**。**现有协议**在**签署日**终止。

(C) The Licensor and the Licensee desires to continue the collaboration on P-Series Products, including making the Licensed Technology available to the Licensee and its Affiliates, pursuant to the terms and conditions set out in this Agreement.

许可方和被许可方希望继续在**P系列产品**上进行合作，包括根据本**协议**规定的条款和条件向**被许可方及其关联方**提供**被许可技术**。

NOW THEREFORE, for value received, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions as set forth below, and after friendly consultation and negotiation, the Licensor and the Licensee hereby agree as follows:

鉴此，基于在此确认已经获得的价值以及其他有效和有价值的对价，根据下文规定的条款和条件，并经友好协商和洽谈，**许可方和被许可方**特此同意如下：

## ARTICLE I DEFINITION 第一条 释义

Unless the context otherwise requires, the capitalized terms in this Agreement shall have the respective meanings set forth below (sorted by English alphabet):

除非上下文另有说明，本**协议**中标记为黑体的术语分别具有下述含义（按英文首字母排序）：

1.1 “**Affiliate**” means, with respect to any specified person, any other person that, directly or indirectly, Controls, is Controlled by, or is under common Control with such specified person. “**Control**” (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of the relevant company, enterprise or entity, whether through the ownership of securities, by contract or otherwise. For the purpose of this Agreement, the Licensee is not an Affiliate of the Licensor.

“**关联方**”对于任何人而言，指直接或间接**控制**该特定人、受该特定人**控制**、或与该特定人处于共同**控制**之下的任何其他**人**。“**控制**”（包括词语控制着、受控于和处于共同控制之下）是指无论因持有股权、通过合同或其他方式，直接或间接地享有指导或促使他人指导有关公司、企业或实体的管理、政策或行为的权力。基于本**协议**的目的，**被许可方**不被视为**许可方**的**关联方**。



- 1.2 “**Agreement**” means this Intellectual Property License Agreement entered into by and between the Licensor and the Licensee on the Execution Date, and any amendments, modifications or supplementations made thereto from time to time.  
“**协议**”指许可方和被许可方于签署日签署的知识产权许可协议，及不时对其进行的任何修改、变更或补充。
- 1.3 “**BIS**” means the Bureau of Industry and Security, US Department of Commerce.  
“**工业与安全局**”指美国商务部工业与安全局。
- 1.4 “**Business Day**” means a day (other than a Saturday or Sunday) on which banks are generally open in the PRC, Singapore, and the United States for normal business.  
“**工作日**”指通常情况下中国，新加坡和美国的银行正常营业的任何一天（星期六和星期天除外）。
- 1.5 “**Compliance Assessment**” shall have the meaning set out in Article 6.4 herein.  
“**合规评估**”应具有本协议第6.4条所述含义。
- 1.6 “**Confidential Information**” shall have the meaning set forth in Article 11.1 herein.  
“**保密信息**”应具有本协议第11.1条所述含义。
- 1.7 “**Designated Sub-licensees**” shall have the meaning set out in Article 4.1(a) of this Agreement.  
“**指定的被分许可方**”应具有本协议第4.1(a)条所述含义。
- 1.8 “**DG Agreement**” means the DG P-Series Products Master Supply Agreement entered into by and between certain Designated Sub-licensees, on one hand, and MAXN, on the other hand, concurrently with this Agreement.  
“**分布式协议**”指某些指定的被分许可方与MAXN在本协议签订的同时签订的分布式P系列产品供货主协议。
- 1.9 “**DG Products**” means the Licensed Products meeting following criterial: (i) module length no greater than 2.2 meters; (ii) module area no greater than 2.5 square meters; and (iii) module weight no greater than 30 kilograms.  
“**分布式产品**”指符合以下标准的被许可产品：（i）组件长度不超过2.2米；（ii）组件面积不大于2.5平方米；且（iii）组件重量不大于30公斤。
- 1.10 “**Dispute**” shall have the meaning set out in Article 13.2(a) of this Agreement.  
“**争议**”应具有本协议第13.2(a)条所规定的含义。
- 1.11 “**Dispute Referral**” shall have the meaning set out in Article 13.2(a) of this Agreement.  
“**争议提交**”应具有本协议第13.2(a)条所规定的含义。

- 1.12 “**Execution Date**” means April 26, 2024.  
“**签署日**”指2024年4月26日。
- 1.13 “**Existing Agreement**” shall have the meaning set out in Recital (B) herein.  
“**现有协议**”具有本协议序言(B)段所规定的含义。
- 1.14 “**Existing Patent Rights**” means the patents and patent applications listed in Exhibit 1 of this Agreement. For the avoidance of doubt, the Existing Patent Rights do not include any or all of the Future Patent Rights and do not include patents which are not listed in Exhibit 1 hereto.  
“**现有专利权**”指本协议附件一所列的专利和专利申请。为避免疑问，**现有专利权**不包括任何及所有的**未来专利权**，亦不包括未在本协议附件一列出的专利。
- 1.15 “**Existing Trade Secrets**” means certain proprietary technical knowledge, experience, know-how, and other information owned by the Licensor prior to execution of this Agreement, pertaining to the manufacturing, installation, use, sale, operation and maintenance of the Licensed Products, which the Licensor licenses to the Licensee pursuant to this Agreement. For the avoidance of doubt, the Existing Trade Secrets does not include any or all of the Future Trade Secrets or rights in any or all components purchased from third-party suppliers.  
“**现有商业秘密**”指签署本协议之前许可方所拥有的且许可方根据本协议许可给被许可方的与被许可产品的生产、安装、使用、销售、运营及维护有关的特定专有技术知识、经验、技术诀窍和其他信息。为避免疑问，**现有商业秘密**不包括任何及所有的**未来商业秘密**以及从第三方供应商处购买的所有部件中包含的权利。
- 1.16 “**Force Majeure**” shall mean all events occurring after the execution of this Agreement that are unpredictable when this Agreement is executed, the occurrence and consequences of which are unavoidable or irresistible, and that prevent any Party from performing part or all of its obligations hereunder. The above-mentioned events include earthquake, hurricane, flooding, fire, wars, disruption of international or domestic transportation, epidemic, public disorder, strike, terrorism, war and other events that are regarded as Force Majeure by general international commercial practices. The inability of a Party to procure or maintain adequate funding or to maintain a healthy financial condition shall not qualify as a Force Majeure event.  
“**不可抗力**”指在本协议签署后发生的、本协议签署时不能预见的、其发生与后果无法避免或克服的、妨碍任何一方全部或部分履约的所有事件。上述事件包括地震、台风、水灾、火灾、战争、国际或国内运输中断、疫情、民乱、罢工，恐怖主义活动、战争以及一般国际商业惯例认作**不可抗力**的其他事件。一方单纯缺少资金或财务状况不良不构成**不可抗力**事件。
- 1.17 “**Future Patent Rights**” means the patents and patent applications of the Licensor’s Improvements related to the Licensed Products.

“**未来专利权**”指与**被许可产品**相关的**许可方改进**的专利和专利申请。

1.18 “**Future Trade Secrets**” means the proprietary technical knowledge, experience, know-how and other information of the Licensor’s Improvements, pertaining to the manufacturing, installation, use, sale, operation and maintenance of the Licensed Products.

“**未来商业秘密**”指与**被许可产品**的生产、安装、使用、销售、运营及维护有关的**许可方改进**的专有技术知识、经验、技术诀窍和其他信息。

1.19 “**HSNE**” means Huansheng New Energy (Jiangsu) Co. Ltd., a company incorporated and registered in the PRC, which is an Affiliate of the Licensee on the Execution Date.

“**环晟新能**”指环晟新能源（江苏）有限公司，一家在**中国**成立并注册的公司，在**签署日**为**被许可方**的**关联方**。

1.20 “**HSPV**” means Huansheng Photovoltaic (Jiangsu) Co. Ltd., a company incorporated and registered in the PRC, which is an Affiliate of the Licensee on the Execution Date.

“**环晟光伏**”指环晟光伏（江苏）有限公司，一家在**中国**组建并注册的合资公司，在**签署日**为**被许可方**的**关联方**。

1.21 “**Invention Disclosure Form**” means a form prepared by the Licensee for all of its employees to timely disclose to the Licensee, equity owners of the Licensee and the Licensor any inventions, original works of authorship, developments, concepts, improvements or trade secrets made by such employee, whether or not patentable or registrable under copyright or similar laws.

“**发明披露表**”指**被许可方**为其所有雇员制作的表格，用于及时向**被许可方**、**被许可方**的股权持有人及**许可方**披露该雇员做出的任何发明、原创作品、开发、概念、改进或商业秘密，无论根据著作权法或类似法律该等发明、原创作品、开发、概念、改进或商业秘密是否具有专利性或可注册性。

1.22 “**IP Enforcement Proceeds**” shall have the meaning set out in Article 10.5(e) of this Agreement.

“**知识产权执行收益**”应具有本协议第10.5(e)条规定之含义。

1.23 “**IP Enforcement Costs**” shall have the meaning set out in Article 10.5(e) of this Agreement.

“**知识产权执行费用**”应具有本协议第10.5(e)条规定之含义。

1.24 “**License Fee**” shall have the meaning set out in Article 3.1 of this Agreement.

“**许可费**”应具有本协议第3.1条规定之含义。

1.25 “**Licensed Products**” means, the P-Series Products enabled by using the Licensed Technology and manufactured by the Licensee or the Designated Sub-licensees.

“**被许可产品**”指被许可方和指定的被分许可方使用被许可技术进行生产的P系列产品。

1.26 “**Licensed Technology**” means the Existing Patent Rights, the Future Patent Rights, the Existing Trade Secrets and the Future Trade Secrets.

“**被许可技术**”指现有专利权、未来专利权、现有商业秘密和未来商业秘密。

1.27 “**Licensed Trademarks**” means trademarks, service marks, logos, trade dress and trade names and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise), registrations and applications to register the foregoing anywhere in the world and all goodwill associated therewith, in each case owned by Licensor or to which Licensor has the right to grant a sublicense to Licensee in those jurisdictions where Licensor has such rights. The existing Licensed Trademarks are listed in Exhibit 2 hereto.

“**被许可商标**”指将由许可方所有的或许可方有权在其有权法域范围内授予被许可方一个分许可使用的、表明货物或服务的商标、服务标志、标识、商业外观、商号和域名，以及其他表明商业来源或出产地的其他标识（不以是否根据普通法下、成文法下或其他法律进行注册为限），在全世界任一地方注册和申请注册上述内容以及与之相关的所有商誉。现有的**被许可商标**列于本协议附件二。

1.28 “**Licensee**” shall have the meaning set forth in the parties section of this Agreement.

“**被许可方**”应具有本协议合同方部分所规定的含义。

1.29 “**Licensee’s Improvements**” means any development, improvement, enhancement, or modification made solely by the Licensee (or any Designated Sub-licensee) or jointly by the Licensee (or a Designated Sub-licensee) and the Licensor to the Licensee’s or the Licensor’s existing technology (including but not limited to cell, module, tool and manufacturing technology), the Existing Trade Secrets, the Existing Patent Rights, the Licensed Products, the Future Patent Rights, the Future Trade Secrets, and/or the Licensor’s Improvements pursuant to Article 5.2(a) herein, which does not encompass the Licensed Technology, the Future Patent Rights, the Future Trade Secrets or the Licensor’s Improvements. Licensee’s Improvements that are made jointly by the Licensee and the Licensor shall include inventions or works jointly made by one or more employees of the Licensor and one or more employees of the Licensee.

“**被许可方改进**”指被许可方（或任何指定的被分许可方）根据本协议第5.2(a)条独自或者由被许可方（或一指定的被分许可方）和许可方共同对被许可方或许可方的现有技术（包括但不限于电池、组件、工具和生产技术）、现有商业秘密、现有专利权、被许可产品、未来专利权、未来商业秘密和/或许可方改进的任何开发、改进、提升或修改，且该等开发、改进、提升或修改不包含在被许可技术、未来专利权、未来商业秘密或许可

可方改进中。由被许可方和许可方共同完成的被许可方改进应包括由一名或多名许可方雇员和一名和多名被许可方雇员共同完成的发明或成果。

1.30 “Licensor” shall have the meaning set forth in the parties section of this Agreement.

“许可方”应具有本协议合同方部分所规定的含义。

1.31 “Licensor’s Improvements” means any development, improvement, enhancement, or modification made by the Licensor independent from the Licensee to the Licensee’s or the Licensor’s existing technology (including but not limited to cell, module, tool and manufacturing technology), the Existing Trade Secrets, the Existing Patent Rights, the Licensed Products, the Future Patent Rights, the Future Trade Secrets, and/or the Licensee’s Improvements, which are not expressly included, described, or set out in the Licensed Technology, and which are made after the Execution Date.

“许可方改进”指许可方对在签署日之后做出的、未明确在被许可技术中包含、描述或规定的被许可方或许可方的现有技术（包括但不限于电池、组件、生产设备和生产技术）、现有商业秘密、现有专利权、被许可产品、未来专利权、未来商业秘密和/或被许可方改进而独立于被许可方所作的任何开发、改进、提升或修改。

1.32 “Material Breach” shall mean any breach of this Agreement that, individually or collectively, causes or may cause any substantial harm to the non-breaching Party, which, in the case of the Licensor, refers to the failure by the Licensor to comply with or observe ARTICLE II , ARTICLE V, ARTICLE VI and ARTICLE XI of this Agreement, and in the case of the Licensee, refers to the failure by the Licensee to comply with or observe ARTICLE II, ARTICLE III, ARTICLE IV, ARTICLE V, ARTICLE VI and ARTICLE XI of this Agreement, including for example: (1) the Licensee’s use, transfer and/or sublicense of the Licensed Technology and/or the Licensor’s Improvements beyond or in a manner inconsistent with the scope permitted hereunder, (2) the Licensee’s application for a patent anywhere in the world based on any technology related to the Existing Trade Secrets and/or the Future Trade Secrets unless permitted in a separate agreement with the Licensor, (3) the Licensee’s creation of any pledge, mortgage, lien or other encumbrances on any of the Licensee’s rights associated with the Licensed Technology /or the Licensor’s Improvements without prior written permission of the Licensor, (4) the Licensee’s violation of the confidentiality obligations hereunder, and (5) failure of Licensee to promptly notify Licensor in writing any breach of this Agreement which is not a Material Breach after Licensee knows or becomes aware of such immaterial breach, including a notification required under Article 10.4(a) of this Agreement; provided that, the Material Breach by the Licensee shall include any action or omission of a Designated Sub-licensee that, if taken or committed by the Licensee, would fall under the above provisions of this definition.

“**重大违约**”指任何单独地或共同地导致或可能导致对非违约方实质性损害的对本协议的违反，就许可方而言，**重大违约**是指许可方未遵守或履行本协议第二条、第五条、第六条以及第十一条的规定，对于被许可方而言，**重大违约**是指被许可方未遵守或履行本协议第二条、第三条、第四条、第五条、第六条以及第十一条的规定，其中包括例如：（1）被许可方超出本协议许可的范围或以与本协议许可的范围不相符的方式使用、转让和/或分许可被许可技术和/或许可方改进，（2）被许可方在全球任何地区就与现有商业秘密和/或未来商业秘密有关的任何技术申请专利，除非与许可方另行签订的协议允许该等专利申请，（3）未经许可方的事先书面同意，被许可方对与被许可技术和/或许可方改进相关的被许可方的任何权利创设任何质押、抵押、留置或其他权利负担，（4）被许可方违反本协议项下的保密义务，及（5）被许可方知道或获悉对本协议的任何非重大违约后，未能及时书面通知许可方任何该等非重大违约，包括本协议第10.4(a)条项下要求的通知；并且，被许可方的重大违约应包括指定的被分许可方的任何作为或不作为，条件是，该等作为或不作为如果由被许可方采取或实施，属于本定义的上述规定范围。

1.33 “**MAXN**” means Maxeon Solar Technologies, Ltd., a company organized under the laws of Singapore, which is an Affiliate of the Licensor.

“**MAXN**”指Maxeon Solar Technologies, Ltd.，一家根据新加坡法律组建的公司，是许可方的关联方。

1.34 “**Parties**” means Licensor and Licensee. “**Party**” means each of Licensor or Licensee.

“**双方**”指许可方和被许可方。“**一方**”指许可方或被许可方中任何一方。

1.35 “**Permitted Sublicense**” shall have the meaning set out in Article 4.1(a) of this Agreement.

“**允许的分许可**”应具有本协议第4.1(a)条所述含义。

1.36 “**PRC**” or “**China**”, solely for the transactions as contemplated herein, means the mainland of People’s Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan).

“**中国**”仅为本协议所述交易之目的，应指中华人民共和国大陆地区（不包括香港、澳门特别行政区和台湾）。

1.37 “**P-Series Products**” shall have the meaning set out in Recital (A) herein.

“**P系列产品**”具有本协议序言(A)段所规定的含义。

1.38 “**Representatives**” of a Party shall mean the directors, officers, employees, advisors, consultants, representatives and agents of such Party.

一方的“**代表**”应指该方的董事、管理人员、雇员、顾问、代表及代理人。

1.39 “**Renminbi**” or “**RMB**” means the lawful currency of the People’s Republic of the PRC.

“人民币”指中华人民共和国法定货币。

1.40 “**Restricted Employees**” shall have the meaning set out in Article 11.2(b) of this Agreement.

“受限制员工”应具有本协议第11.2(b)条所规定的含义。

1.41 “**Rules**” shall have the meaning set out in Article 13.2(b) of this Agreement.

“仲裁规则”具有本协议第13.2(b)条所规定的含义。

1.42 “**Singapore**” means the Republic of Singapore.

“新加坡”指新加坡共和国。

1.43 “**Technical Information**” means technical information provided to the Licensee by the Licensor, or vice versa, that is necessary for the use of the Licensed Technology, the Licensor’s Improvements or the Licensee’s Improvements.

“技术资料”指许可方向被许可方提供的（或被许可方向许可方提供的）使用被许可技术、许可方改进或被许可方改进所需的技术资料。

1.44 “**Term**” shall have the meaning set out in Article 12.1 of this Agreement.

“期限”应具有本协议第12.1条所规定的含义。

1.45 “**Third Party Assessor**” shall have the meaning set out in Article 6.4 herein.

“第三方评估人”应具有第6.4所述含义。

1.46 “**TZE**” means TCL Zhonghuan New Energy Technology Co., Ltd.

“TCL中环”指TCL中环新能源科技股份有限公司。

1.47 “**TZE Subsidiary**” means a consolidated subsidiary of TZE on its financial accounts.

“TCL中环子公司”指一家纳入TCL中环的合并财务报表的子公司。

1.48 “**United States**” or “**U.S.**” means the fifty (50) States of the United States of America and the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, Wake Island, Midway Islands, Kingman Reef, Johnston Atoll, the Northern Mariana Islands, and any other trust territory or possession of the United States.

“美国”指美利坚合众国的五十（50）个州、哥伦比亚特区、波多黎各联邦、关岛、维尔京群岛、美属萨摩亚、威克岛、中途岛、金曼礁、约翰斯顿环礁、北马里亚纳群岛以及美国的其他托管领土或属地。

1.49 “**US dollars**”, “**USD**”, “**\$**”, or “**US\$**” means the lawful currency of the United States of America.

“美元”指美利坚合众国法定货币。

**ARTICLE II LICENSE OF LICENSED TECHNOLOGY**  
**第二条 被许可技术的许可**

2.1 License of Licensed Technology  
**被许可技术的许可**

Subject to the terms and conditions herein, the Licensor hereby grants and agrees to grant the Licensee the following rights:

根据本**协议**的条款和条件，**许可方**特此授予并同意向**被许可方**授予以下权利：

- (a) through the Term of this Agreement, a non-exclusive and non-transferable license to use the Licensed Technology and/or the Licensor's Improvements (and for each patent or patent application in the Licensed Technology and/or the Licensor's Improvements, until the expiration, invalidation or loss of such patent or patent application, or abandonment of such patent or patent application) as disclosed to the Licensee to do the following:

在本**协议**期限内，**许可方**授予**被许可方**一项非排他性的且不可转让的许可，许可**被许可方**使用向**被许可方**披露的**被许可技术**和/或**许可方改进**（对于**被许可技术**和/或**许可方改进**中的每项专利或专利申请，直至该专利或专利申请到期、失效或丧失，或放弃该专利或专利申请为止）从事下列活动：

- (i) design, manufacture, assemble, modify and improve the Licensed Products;  
进行**被许可产品**的设计、制造、组装、修改和改进；
- (ii) unless otherwise authorized case by case in writing by MAXN, sell the DG Products exclusively to MAXN and/or any other Affiliate or authorized purchaser of the Licensor for any installation, use or direct or indirect sales;  
仅将**分布式产品**销售给MAXN和/或**许可方**的任何其他**关联方**或授权的采购方用于进行安装、使用或直接或间接销售，除非MAXN另行逐案书面授权；
- (iii) install, operate, and maintain the DG Products sold pursuant to sub-section 2.1(a)(ii) hereof; and  
对于根据本**协议**第2.1条(a)款(ii)下售出的**分布式产品**进行安装、运营和维护; 以及
- (iv) offer to sell, sell, market, install, operate and maintain the Licensed Products other than DG Products worldwide (including PRC), except for the United States.  
在**美国**之外的世界各地（含**中国**）许诺销售、销售、营销、安装、运营和维护**分布式产品**之外的**被许可产品**。

- (b) For the avoidance of doubt, the Licensee shall not design, manufacture, assemble, modify, improve, sell, offer to sell, market, install or maintain the Licensed Products in, or export the Licensed Products to, the United States, or have the Licensed



Products manufactured, installed, used, sold, or imported into the United States, or take any action for the purpose of bringing the Licensed products to the market of United States (e.g. UL listed.)

为免生疑问，**被许可方**不得在**美国**设计、制造、组装、修改、改进、销售、许诺销售、营销、安装或维护**被许可产品**，或向**美国**出口**被许可产品**，也不得使**被许可产品**在**美国**制造、安装、使用、销售或进口到**美国**，或采取任何行动将**被许可产品**推向**美国**市场（例如进行UL认证）。

- (c) For the avoidance of doubt, the Licensor shall retain all rights that are not expressly granted to the Licensee in this Agreement.

为避免疑问，**许可方**应保留在本**协议**项下未明确授予**被许可方**的所有权利。

## 2.2 Technical Collaboration 技术协作

- (a) If so requested by the Licensee or its Designated Sub-licensees, the Licensor will provide the Licensee and the Designated Sub-licensees with technical assistance and services that are necessary to enable the Licensee / Designated Sub-licensee's officers and employees to understand and use the Licensed Technology and/or the Licensor's Improvements for the purpose specified in Article 2.1 hereof. Subjected to necessary service agreement(s), the Licensee / Designated Sub-licensees will reimburse the Licensor for a reasonable rate for such services as well as expenses incurred on behalf of the Licensee while providing such assistance.

如**被许可方**或**指定的被分许可方**有此要求，**许可方**将向**被许可方**和**指定的被分许可方**提供必要的技术协助和服务，使**被许可方/指定的被分许可方**的管理人员和员工能够理解和使用**被许可技术**和/或**许可方改进**，以达到本**协议**第2.1条规定的目的。受制于必要的服务协议，**被许可方/指定的被分许可方**将就服务按照合理价格对**许可方**进行补偿，并报销**许可方**在提供该等协助时代表**被许可方**所发生的费用。

- (b) The Licensor is authorized to use the Licensee/its Designated Sub-licenses' manufacturing platform (pilot lines and production lines, labs, materials, office space and logistics, etc.) for the continuous development of a common technology platform that covers all the Licensed Products, including the P-Series products that are currently manufactured and sold in the PRC by the Designated Sub-licensees of the Licensee. It is understood and expressly acknowledged that (i) the Licensor and the Licensee (or its Designated Sub-licenses) shall exercise joint control over the technology roadmap, product configuration definition, reviewing/checking the execution product development/deployment of P-Series technology and products, as further described in Exhibit 3 hereto, and (ii) the Parties will maintain the terms of existing collaboration between the Licensor and Licensee's Designated Sub-licenses before the Execution Date. Specifically, subject to necessary agreement, the Licensor or its Affiliate may request a few new generation products to be manufactured by Licensee's Designated Sub-licensees for soft turn on (STO) production with compensation to Licensee's relevant Designated Sub-licensees. The compensation for

the Licensor's customized products to be agreed shall take below factors into account: (i) the Licensor's costs and resources invested for the development; (ii) such Designated Sub-licensees' operation costs and slower production rates due to the soft turn on (STO) or development activities; (iii) the risks of failure of such development; and (iv) shares and chances of benefits brought to the Licensor and the Licensee (or its Designated Sub-licensees) from the development activities.

**许可方有权使用被许可方/指定的被分许可方的制造平台（试验线和生产线、实验室、物料、办公空间和物流等），以持续开发涵盖所有被许可产品的通用技术平台，包括被许可方指定的被分许可方在中国制造和销售的P系列产品。双方理解并明确认可，（i）许可方和被许可方（或其指定的被分许可方）应共同控制如本协议附件三所述的技术路线图、产品配置定义、审查/检查P系列技术和产品的执行、产品研发/部署，和（ii）双方将保持许可方与被许可方指定的被分许可方之间在签署日之前的现有合作条款。特别地，受制于必要约定，许可方或其关联方可以要求一些新一代产品由被许可方指定的被分许可方进行软启动（STO）生产，并向被许可方的相关指定的被分许可方进行补偿。对许可方定制产品的补偿应考虑以下因素：（i）许可方为研发投入的成本和资源；（ii）由于软启动（STO）或开发活动导致的该指定的被分许可方的运营成本和较慢的生产率；（iii）此类开发失败的风险；和（iv）研发活动给许可方和被许可方（或指定的被分许可方）带来的受益比例和几率。**

- (c) The Licensor and the Licensee (or a Designated Sub-licensee) shall form a Steering Committee and schedule its regular meetings (at least twice per year) to (i) monitor for the development of the Licensed Technology and its Improvements, including tools update, development of new process and P-Series Products, changes in bill of materials (BOM), new know-how, etc.; (ii) review the status of patent prosecution, IP enforcement and other licensing activities; (iii) review the status of product supply, information sharing and associated services; (iv) update each other the status of contract manufacturing of P- Series Products (such as using a contracted manufacturer or acting as the contracted manufacturer) and (v) guide the future collaborations and achieve other consensus under this Agreement.

**许可方和被许可方（或指定的被分许可方）应成立一个指导委员会，并安排召开定期会议（每年至少两次），以（i）监督被许可技术的开发及其改进的研发情况，包括生产工具更新、新工艺和P系列产品的开发、物料清单（BOM）的变更、新技术诀窍等；（ii）审查专利起诉、知识产权执行和其他许可活动的状况；（iii）审查产品供应、信息共享和相关服务的状况；（iv）相互更新对于P系列产品的代加工安排和合作情况（如使用代工商或作为他人代工商）；且（v）指导未来的合作并达成本协议项下的其他共识。**

- (d) The Licensor and the Licensee (or a Designated Sub-licensee) will enter into definitive agreement(s) about joint research and development of the Licensed Products and providing supporting services, based on the terms and conditions set forth in paragraph (a) through (c) above and the other terms that will be further agreed upon by the Licensor and Licensee.

许可方和被许可方（或指定的被分许可方）将根据上文(a)段到(c)段所述的条款和条件和将由许可方和被许可方进一步商定的其他条件另行签订一份或多份关于对被许可产品进行联合研发的协议和提供支持服务的协议。

### 2.3 License of the Licensed Trademarks 被许可商标的许可

Throughout the Term of this Agreement and subject to the terms and conditions set forth herein, the Licensor grants and agrees to grant the Licensee a non-exclusive and non-transferable license, with the limited right to sublicense to the Designated Sub-licensees, to use the Licensed Trademarks solely for the purpose of incorporating the Licensed Trademarks on the Licensed Products to be sold to the Licensor and/or any Affiliate of the Licensor. The Licensee shall use the Licensed Trademarks in a manner consistent with the specifications, colors, typeface, style guidelines and standards that are stipulated by the Licensor in its usage guidelines, which may be amended from time to time. In the event that the Licensor determines that any sample of the Licensed Products bearing the Licensed Trademarks does not meet the Licensor's quality standards or fails to comply with the Licensor's usage guidelines, the Licensee shall have thirty (30) days after notification by the Licensor within which to make the changes required for compliance, failing which the Licensor may terminate any right granted herein to the Licensee in connection with the Licensed Trademarks. 在本协议期间内，并受限于本协议所规定的条款和条件，许可方特此授予且同意授予被许可方一项非排他性和不可转让（仅有权分许可给指定的被分许可方）的许可，许可被许可方仅基于将被许可商标附于销售给许可方和/或许可方的任何关联方的被许可产品之上的目的使用被许可商标。被许可方同意按照许可方在其使用导则中所规定的规格、颜色、字体、风格和标准使用被许可商标。如许可方认为任何附有被许可商标的被许可产品样品不符合许可方的质量标准或未能符合许可方的使用导则的规定，则被许可方在接到许可方的书面通知后的三十（30）日内应采取措施修正上述不合规情况，否则，许可方有权终止就被许可商标所授予被许可方的任何权利。

## ARTICLE III LICENSE FEE 第三条 许可费

- 3.1 The Licensee shall pay to the Licensor an upfront license fee in an amount of ten million US Dollars (USD 10,000,000.00) (the “**License Fee**”). The Licensee shall also bear any withholding tax, value added tax, goods and services tax (GST) or other indirect taxes, if any, that are imposed on the License Fee under the laws of Singapore or levied by the tax authority of Singapore. The License Fee and GST amount equal to nine percent (9%) of the License Fee amount shall be paid in a lump sum to a bank account designated by the Licensor within three (3) Business Days after the Execution Date. The Licensor shall (i) provide the Licensee with a valid invoice of the License Fee and GST amount before payment is made by the Licensee; and (ii) provide the Licensee with other filing,

document or record legally required or reasonably requested by the Licensee after receiving the payment.

**被许可方**应向**许可方**支付前端许可费，金额为一千万美元 (USD 10,000,000.00) (“**许可费**”)。**被许可方**亦应承担根据**新加坡**法律对**许可费**征收的或由**新加坡**税务机关征收的任何预提税、增值税、货物和服务税 (GST) 或其他间接税种 (如有)。**许可费**和等于**许可费**金额百分之九 (9%) 的货物和服务税 (GST) 金额应在**签署**日后三 (3) 个工作日内一次性支付至**许可方**指定的银行账户。**许可方**应 (i) 在**被许可方**付款前向**被许可方**提供有效的**许可费**和货物和服务税 (GST) 金额的发票；以及 (ii) 在付款后向**被许可方**提供法律要求或被**被许可方**合理要求的其他备案、文件或记录。

3.2 For any tax other than the withholding tax, value added tax, goods and services tax (GST) or other indirect taxes, if any, that are imposed on the License Fee under the laws of Singapore or levied by the tax authority of Singapore, each Party shall be responsible for its own taxes that it shall pay under applicable laws.

对于根据**新加坡**法律对**许可费**征收的或由**新加坡**税务机关征收的预提税、增值税、货物和服务税 (GST) 或其他间接税之外的其他税费 (如有)，每一方应负责适用法律下其自身应该支付该等税费。

#### ARTICLE IV SUBLICENSE; LIMITATIONS TO LICENSE

##### 第四条 分许可；许可限制

4.1 The Licensee shall not sublicense and/or transfer the Licensed Technology and/or the Licensor’s Improvements to any third party except to the extent the Licensed Technology and/or the Licensor’s Improvements is incorporated into the Licensed Products sold pursuant to Article 2.1 hereof; provided that:

**被许可方**不得将**被许可技术**和/或**许可方改进**向任何第三方进行分许可和/或转让，但**被许可方**根据本协议第2.1条售出含有**被许可技术**和/或**许可方改进**的**被许可产品**除外；但是：

(a) the Licensee may sublicense the Licensed Technology and/or the Licensor’s Improvements to its designated Affiliates as listed in Exhibit 4 hereto (the “**Designated Sub-licensees**”), which may be updated from time to time by the Licensee upon written notice to the Licensor (the “**Permitted Sublicense**”); provided that (i) any new Designated Sub-licensee shall be a TZE Subsidiary, and (ii) the scope of license of any sub-license agreement between the Licensee and a Designated Sub-licensee shall not exceed that stipulated in this Agreement;

**被许可方**可以将**被许可技术**和/或**许可方改进**向本协议附件四中所列的指定关联方 (“**指定的被分许可方**”) 进行分许可，附件四可由**被许可方**经对**许可方**的书面通知不时更新 (“**允许的分许可**”)；但是 (i) 任何新的**指定的被分许可方**应为**TCL**中环子公司，且 (ii) **被许可方**与**指定的被分许可方**之间的任何分许可协议的许可范围不得超过本协议规定的范围；

(b) the Permitted Sublicense shall terminate automatically with respect to a Designated Sub-licensee under this paragraph if and when it is liquidated, it ceases to be an Affiliate of the Licensee as a result of any transaction (including that it is acquired by, or merged with, a third party), or it forms a joint venture with a third party that is a competitor of the Licensor or MAXN; and

如果本段项下的**指定的被分许可方**被清算，因任何交易（包括其被第三方收购或与第三方合并）而不再是**被许可方的关联方**，或其与作为**许可方**或MAXN的竞争对手的第三方成立合资企业，则**允许的分许可**应自动终止；和

(c) in the circumstances described in paragraph (b) above, the Licensee shall provide a written notice to the Licensor and shall take all necessary steps to ensure that the Licensed Technology and/or the Licensor's Improvements will not be disclosed to any third party involved in the transactions with the Designated Sub-licensee as described above.

在上述(b)款所述的情况下，**被许可方**应向**许可方**发送一份书面通知，并应采取一切必要措施，确保**被许可技术和/或许可方改进**不会披露给与**指定的被分许可方**进行上述交易的任何第三方。

4.2 Except with the Licensor's prior written consent, the Licensee shall not use the Licensed Technology and/or the Licensor's Improvements for any purpose or under any condition except as otherwise set forth in this Agreement. Except as otherwise expressly allowed in this Agreement, the Licensee shall not (i) use, distribute, sell, sublicense, or disclose any of the Licensed Products, Licensed Technology, or Licensor's Improvements without written authorization of Licensor; or (ii) reproduce, modify, prepare derivatives of, reverse assemble, reverse compile, or otherwise reverse engineer the Licensed Technology or Licensor's Improvements; or (iii) resell, redistribute, or otherwise transfer or make any of the Licensed Technology or Licensor's Improvements available to any other person or organization other than the Designated Sub-licensees, directly or indirectly, for any use, including any loan, rental, external time sharing, or similar arrangement, other than to provide the Licensed Products to its customers or the Licensor (or its Affiliates) as described in Article 2.1.

除非事先取得**许可方**的书面同意，**被许可方**不得为本**协议**规定目的之外的任何目的或在本**协议**规定的条件之外的任何条件下使用**被许可技术和/或许可方改进**。除非本**协议**明确另行作出规定，**被许可方**不得(i) 未经**许可方**授权，使用、分销、销售、分许可或披露任何**被许可产品、被许可技术或许可方改进**；或(ii) 复制、修改、制作衍生品、反向组装、反向编译、反向工程**被许可技术或许可方改进**；或(iii) 除如第2.1条所述将**被许可产品**销售给其客户或**许可方**（或其**关联方**）之外，直接或间接地向**指定的被分许可方**之外的其他人员或组织转售、转分销或转让或提供任何**被许可技术或许可方改进**以用于任何目的，包括任何贷款、出租、外部时间共享或相似的安排。

4.3 To be compliance with the license granted in paragraph (iv) of Article 2.1(a) herein, in selling Licensed Products, the Licensee shall, and shall procure that the Designated Sub-

licensees will, incorporate in their respective sales and purchase agreement with any customers or third party buyer purchasing the Licensed Products a restriction that the purchased Licensed Products shall not be re-sold or shipped to, or used or installed within, the United States. The restriction shall clearly indicate the Licensed Products are not licensed to be used, sold, or imported into the United States. In the event that the Licensee becomes aware that any party to whom it or the Designated Sub-licensees sells the Licensed Products has sold, shipped or installed, intends to sell, ship or install, is selling shipping or installing, or is otherwise participating in activities related to the sale or installation of the Licensed Products in the United States, the Parties hereby agree and understand such products are not licensed under this Agreement for such activities, and the Licensee shall promptly notify the Licensor in writing and shall, upon the Licensor's consent and at the Licensor's direction, take all necessary actions legally permissible to prevent such sales, shipments or installation.

为遵守本协议第2.1(a)条第(iv)段项下授予的许可，在销售**被许可产品**的过程中，**被许可方**应当、且应在促使**指定的被分许可方**在其各自与任何购买**被许可产品**的客户或第三方买家所签订的买卖协议中加入一项限制，即购买的**被许可产品**不得转售或运往**美国**，也不得在**美国**境内使用或安装。该限制应明确表明**被许可产品**未被许可在**美国**使用、销售或进口至**美国**。若**被许可方**知晓向其或**指定的被分许可方**购买**被许可产品**的任何买方已经在**美国**销售、运输或安装，有意在**美国**销售、运输或安装或正在**美国**销售、运输或安装**被许可产品**，**被许可方**应立即书面通知**许可方**，并应根据**许可方**的同意和指示，采取法律允许的所有必要措施以阻止该等销售、运输或安装。

- 4.4 For the purpose of maintaining confidentiality of the Licensed Technology, the Licensee shall not apply for a patent anywhere in the world, or publish or disclose any information, based on any technology related to the Existing Trade Secrets or the Future Trade Secrets.

出于对**被许可技术**保密的目的，**被许可方**不得在全球任何地区就与**现有商业秘密**或**未来商业秘密**有关的任何技术进行专利申请，或公开或披露任何信息。

- 4.5 The Licensee shall, and shall procure any Designated Sub-licensee, not create any pledge, mortgage, lien or other encumbrances on any of the Licensee's or Designated Sub-licensee's rights associated with the Licensed Technology, the Licensee's Improvements and/or the Licensor's Improvements without prior written permission of the Licensor.

未经**许可方**的事先书面许可，**被许可方**应当，且应促使任何**指定的被分许可方**避免对与**被许可技术**、**被许可方改进**和/或**许可方改进**相关的**被许可方**或**指定的被分许可方**的任何权利创设任何质押、抵押、留置或其他权利负担。

**ARTICLE V IMPROVEMENTS**  
**第五条 改进**

5.1 Licensor's Improvements  
**许可方改进**

Subject to the terms and conditions of this Agreement, to the extent the Licensor's Improvements made after the Execution Date are disclosed to the Licensee, such Licensor's Improvements shall be included in the Licensed Technology and licensed to the Licensee under this Agreement. The Licensor or its designated Affiliate shall maintain ownership of the Licensor's Improvements. The Licensee will have no duties or obligations to pay any licensee fees, royalties or other form of consideration to the Licensor or its designated Affiliate unless otherwise agreed by the Parties in the future.

受限于本协议所规定的条款和条件，在签署日以后作出的、已向被许可方披露的许可方改进应包含在被许可技术中，且应根据本协议许可给被许可方。许可方或其指定关联方应保持对许可方改进的所有权。除非双方在未来另有约定，否则被许可方没有义务向许可方或其指定关联方支付任何被许可方费用、专利使用费或其他形式的对价。

5.2 Licensee's Improvements  
**被许可方改进**

(a) Subject to the terms and conditions in this Agreement, the Licensee and/or the Designated Sub-licensees have the right to make the Licensee's Improvements.

受制于本协议的条款与条件，被许可方和/或指定的被分许可方有权进行被许可方改进。

(b) To the extent permitted by applicable laws, the Licensee's Improvements that are made solely by the Licensee and/or the Designated Sub-licensees shall be solely owned by the Licensee and/or the Designated Sub-licensees, or their respective designated Affiliate(s) worldwide.

在适用法律所允许的范围内，由被许可方和/或指定的被分许可方单独完成的被许可方改进应在全世界范围内由被许可方和/或指定的被分许可方或其各自指定的关联方单独所有。

(c) To the extent permitted by applicable laws, the Licensee's Improvements that are made jointly by the Licensee (or a Designated Sub-licensee) and the Licensor shall be jointly owned by the Licensee and the Licensor worldwide.

在适用法律所允许的范围内，由被许可方（或指定的被分许可方）和许可方共同完成的被许可方改进应在全世界范围内由被许可方和许可方共同所有。

For the avoidance of doubt, "joint ownership" or "jointly own" shall mean that the Licensor and the Licensee (or a Designated Sub-licensee) shall own a 100% whole, undivided interest in the Licensee's Improvements, with the Parties having no duties

or rights to account for profits or share in proceeds attributable to the Licensee's Improvements.

为避免疑义，此处的“共有”指许可方和被许可方（或指定的被分许可方）拥有许可方改进的100%全部不可分割的利益，但双方没有义务或权利提供源于被许可方改进的利润的账目或分享源于被许可方改进的收入。

- (d) Subject to the Licensee's right to the Licensee's Improvements under Article 5.2(a),(b) and (c) herein, the Licensor shall, at its sole discretion, through the Term of this Agreement and post termination of this Agreement, retain and have any and all of the right to:

受限于被许可方在第5.2(a)项、(b)项和(c)项下对被许可方改进所拥有的权利，许可方应在本协议期限内及本协议终止后自行决定保留并享有以下列方式对被许可方改进加以利用的所有权利：

- (i) use the Licensee's Improvements to design, manufacture, assemble, install, operate, maintain, market, offer to sell, sell, improve and modify the P- Series Products.

使用被许可方改进对P系列产品进行设计、制造、组装、安装、运营、维护、营销、许诺销售、销售、改进和修改。

- (ii) sublicense the Licensee's Improvements to a contracted manufacturer of Licensor or its Affiliates provided that (A) the scope of sublicense shall not exceed the Licensor's rights hereunder; (B) the contracted manufacturer is sublicensed to use Licensee's Improvements exclusively for the purpose of manufacturing products for Licensor or its Affiliate; (C) the contracted manufacturer may not sell products using information from Licensee's Improvement solely made by Licensee to any other entity besides the Licensor or its Affiliates; (D) contracted manufacturer shall be subject to the same confidentiality obligations as those provided in this Agreement for the Licensor; and (E) the Licensor shall not grant the contracted manufacturer the right to sublicense or subcontract.

分许可被许可方改进给许可方或其关联方的代工商，前提是（A）该等分许可范围不超过许可方在本协议下的权利；（B）该代工商仅被分许可为许可方或其关联方代工产品的目的使用被许可方改进；（C）代工商不应将包含了被许可方单独完成的被许可方改进的产品销售给除了许可方或其关联方之外的其他实体；（D）代工商应遵守与许可方在本协议项下的保密义务相同的保密义务；以及（E）许可方不得授予代工商进行分许可或分包的权利。

- (iii) sublicense the Licensee's Improvements to a third party who pays IP Enforcement Proceeds to the Licensor, which will be shared with Licensee pursuant to Article 10.5 (e) below.

分许可被许可方改进给向许可方支付知识产权执行收益的第三方，该知识产权执行收益根据第10.5 (e) 条与被许可方分享。



(iv) jointly control with the Licensee (or a Designated Sub-licensee) (i) the manner in which such Licensee's Improvements jointly made by the Licensee (or a Designated Sub-licensee) and the Licensor will be protected, whether as patents or trade secrets, and (ii) if has agreement with Licensee (or a Designated Sub-licensee) on the cost allocation, the preparation, filing, prosecution, issuance, maintenance (including interference opposition and similar third party proceedings before the relevant patent office), enforcement and defense of any patents in connection with the Licensee's Improvements outside the PRC.

与被许可方 (或指定的被分许可方) 共同控制 (i) 保护该等由被许可方 (或指定的被分许可方) 和许可方共同完成的被许可方改进的方式 (作为专利或商业秘密进行保护), 和 (ii) 如果与被许可方 (或指定的被分许可方) 关于费用分担达成一致, 在中国境外就被许可方改进的任何专利权进行的准备、提交、申请、公布、维护 (包括向相关专利申请部门提出异议及类似的第三程序)、实施和辩护。

For the avoidance of doubt, all the proprietary technical knowledge, experience, know-how and other information (whether patented or not) that the Licensee or its Affiliates own or have developed as of the Execution Date in the manufacturing of P-Series Products under the Existing Agreements, as further described in Exhibit 5 hereto, shall form part of the Licensee's Improvements and be subject to this 5.2(d).

为免生疑问, 截至签署日被许可方或其关联方在现有协议项下生产P系列产品的过程中拥有或已开发的所有专有技术知识、经验、专有技术和其他信息 (无论是否获得专利), 如本协议附件五所述, 应构成被许可方改进的一部分, 并受本第5.2(d)条的约束。

(e) The Licensee (including its Designated Sub-licensees) shall make available to all of its employees an invention disclosure form ("**Invention Disclosure Form**"), and require each of its employees to timely disclose using the Invention Disclosure Form to the Licensee (including its Designated Sub-licensees) and the Licensor any inventions, original works of authorship, developments, concepts, improvements or trade secrets made by such employee, whether or not patentable or registrable under copyright or similar laws. Subject to Article 10.5 below, the Licensor and Licensee (including its Designated Sub-licensees)'s designated representatives will meet at least quarterly to conduct technology and knowledge transfer meetings and review the Invention Disclosure Forms submitted by the Licensee (including its Designated Sub-licensees)'s employees and designate any statutory protection for the disclosed inventions, including patent protection within the PRC. Subject to Article 4.1, the Designated Sub-licensees may attend such review sessions and have access to information arising from or in connection with such review sessions.

被许可方 (含其指定的被分许可方) 应为其所有雇员提供发明披露表 ("**发明披露表**"), 并要求其每一个雇员利用**发明披露表**及时向被许可方 (含其指定的被分许可方) 及许可方披露该员工做出的任何发明、原创作品、开发、概念、改进或商业秘密, 无论根据著作权法或类似法律该等发明、原创作品、开发、概念、改进或商业秘密是否具有专利性或可注册性。受制于下述第10.5条, 许可方和被许可方 (含其指定的被分许可方) 的指定代表应至少每季度召开技术和知识

转让会议，审阅**被许可方**（含其**指定的被分许可方**）员工提交的**发明披露表**，并为披露的发明指定任何法定保护，包括在**中国**的专利保护。受制于第4.1条，**指定的被分许可方**可以参加该等审阅程序，获得产生于或有关该等审阅的信息。

### 5.3 Provision of Technical Information 技术资料的提供

- (a) Technical Information that may be developed by the Licensor or the Licensee / Designated Sub-licensee will be provided to the other Party from time to time in connection with and as part of the Licensor's Improvements or the Licensee's Improvements, as the case may be. Specifically, the Licensee shall provide to the Licensor with all the information about its developments of the Licensed Technology including updates, new processes, BOM changes, new trade secrets, which, for the avoidance of doubt, shall form part of the Licensee's Improvements.

**许可方或被许可方/指定的被分许可方**可能开发的**技术资料**将跟随**许可方改进或被许可方改进**并作为**许可方改进或被许可方改进**的构成部分被不时地提供给另一方。具体而言，**被许可方**应向**许可方**提供有关其**许可技术**开发的所有信息，包括更新、新工艺、物料清单变更、新商业秘密，为避免疑义，这些信息应构成**被许可方改进**的一部分。

- (b) The information receiving Party shall, within five (5) days of actual receipt of each delivery of the Technical Information, inform the information providing Party in writing of the proper receipt of such delivery. The receiving Party shall promptly give notice to the providing Party in writing, if it is discovered that the Technical Information is found to be incomplete, unclear or incorrect within five (5) days upon receipt. The providing Party shall, within thirty (30) days from the date of the receipt of such notice from the receiving Party, clarify, complete or replace, at its own expense, that part of the Technical Information which is incomplete, unclear or incorrect.

信息接收一方应在实际收到各项递交的**技术资料**后的五（5）日内，书面通知信息提供一方已妥为收讫该等**技术资料**。如果接收一方在收到上述资料后的五（5）日内发现**技术资料**不完整、不清楚或不正确，则接收一方应迅速书面告知提供一方。在收到接收一方发出的该等通知后的三十（30）日内，提供一方应自行承担费用，对不完整、不清楚或不正确部分的**技术资料**进行阐明、补充完整或予以更换。

### 5.4 Transfer of Improvements 改进的转让

In the event that either Party intends to transfer its title and interest in the Licensor's Improvements or the Licensee's Improvements jointly owned by the Parties to any third party, such transfer shall be subject to the consent and right of first refusal of the non-transferring Party. The transferring Party shall give a written notice to the other Party specifying the interest that it intends to transfer, the transfer price, the identity of the proposed transferee and any other relevant terms and conditions of the proposed transfer. The other Party shall send a written reply to the transferring Party within thirty (30) days upon receipt of such notice to indicate: (x) whether it consents to the proposed transfer, or

(y) if it does not consent to such transfer, whether it exercises its right of first refusal with respect to the interest proposed to be transferred. Failure of the non-transferring Party to respond in writing to the notice within thirty (30) days upon receipt shall be deemed to constitute a consent to the proposed transfer as required hereunder, and shall also be deemed as a waiver of its right of first refusal with respect to such interest proposed to be transferred.

如任何一方有意向第三方转让其在由双方共同所有的许可方改进或被许可方改进中的权利和权益，该等转让应获得非转让一方的同意，且非转让一方具有购买该方所转让的权益的优先购买权。转让一方应向另一方发出书面通知，列明其拟转让的权益、转让价格、拟受让方以及其他与拟进行的转让相关的条款和条件。另一方应在收到该等通知后的三十（30）日内，以书面形式回复：(x)其是否同意拟进行的转让，或(y)如其不同意进行该等转让，其是否有意对拟转让的权益行使优先购买权。如非转让一方在收到通知后的三十（30）日内未做出任何答复，则应被视为同意拟进行的转让，并且应被视为放弃其对拟转让的权益所拥有的优先购买权。

## ARTICLE VI COMPLIANCE 第六条 遵守出口控制的规定

### 6.1 General 一般条款

Each Party shall, and shall cause its Representatives, to implement key operational and financial controls in areas such as accounting, payments, compliance with anti-corruption and global trade laws, protection of intellectual property, and others that are consistent with the mandatory requirements of applicable laws and the best industrial practice.

每一方应，且应促使其代表，在会计、付款、反腐败法律和全球贸易法律合规、知识产权保护以及其他领域，执行符合适用法律强制要求与最佳行业实践的主要运营和财务控制管理制度。

### 6.2 Export Control 出口控制

(a) The Licensor and the Licensee acknowledge that in the event any part of the Licensed Technology is a controlled technology pursuant to the Export Administration Regulations, 15 C.F.R. parts 730-774 or other applicable law of the United States, and requires prior authorization from the Bureau of Industry and Security, US Department of Commerce (“BIS”) or any other regulatory authority before the Licensed Technology and the Licensor’s Improvements may be exported from the United States to the PRC, the license granted under this Agreement shall be subject to the Licensor acquiring an authorization from BIS to transfer the Licensed Technology and the Licensor’s Improvements to the Licensee. The Licensee agrees to cooperate with the Licensor in this endeavor and agrees to comply with all US export laws and regulations relating to the Licensed Technology, the Licensor’s Improvements and the Licensed Products. Failure to obtain such authorization shall not be deemed as the Licensor’s breach under this Agreement, provided that the Licensor shall use its best

efforts to support the Licensee and/or its affiliates to satisfy the requirements of the Export Control and to obtain the license.

**许可方和被许可方承认，若根据《出口管理规定》（第15章第730至774条）或其他适用的美国法律，被许可技术的任何部分均为受控制的技术，且在被许可技术和许可方改进可从美国出口到中国前，需要美国商务部工业与安全局（“工业与安全局”）或任何其他监管机构的事先授权，则本协议项下的许可将受制于许可方从工业与安全局取得向被许可方转让被许可技术和许可方改进的授权。被许可方同意就此事和许可方努力合作并同意遵守所有有关被许可技术、许可方改进和被许可产品的美国出口法律和法规。许可方未能取得该等授权不应视为其对本协议的违反，但是许可方应尽其最大努力支持被许可方和/或其关联方满足出口管制的要求并获得许可。**

- (b) The Licensor and the Licensee acknowledge that in the event any part of the Licensee’s Improvements is a controlled technology pursuant to the applicable law of the PRC, and requires prior authorization from any regulatory authority in the PRC before the Licensee’s Improvements may be exported from the PRC to the United States, the license granted under this Agreement shall be subject to the Licensee acquiring an authorization from such regulatory authority to transfer the Licensee’s Improvements to the Licensor. The Licensor agrees to cooperate with the Licensee in this endeavor and agrees to comply with all Chinese export laws and regulations relating to the Licensee’s Improvements and the Licensed Products. Failure to obtain such authorization shall not be deemed as the Licensee’s breach under this Agreement.

**许可方和被许可方承认，若根据适用的中国法律，被许可方改进的任何部分为受控制的技术，且在从中国出口到美国前，需要中国任何监管机构的事先授权，则本协议项下的许可将受制于被许可方从该等监管机关取得向许可方转让被许可方改进的授权。许可方同意就此事和被许可方努力合作并同意遵守所有有关被许可方改进和被许可产品的中国出口法律和法规。被许可方未能取得该等授权不应视为其对本协议的违反。**

### 6.3 Anti-corruption 反腐败

Each Party shall comply with all applicable Laws enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of the PRC and any other countries where business will be conducted by the Company. Each Party shall adopt a policy in relation to anti-corruption laws in compliance with the applicable legal requirements, and shall distribute said policy to all its employees. Each Party shall not, and shall ensure that its personnel do not, directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid or credited to the other Party) to any person or entity, including an employee or official of a government, government controlled enterprise or company, or political party, with the reasonable knowledge that it will be used to obtain any improper benefit or to improperly influence any act or decision by such person or entity. Any amounts paid by a Party pursuant to this Agreement or any transactions

related hereto will be paid only for the matters herein described in accordance with the terms of this Agreement. The Party shall not, and shall ensure that its personnel do not, offer or accept bribes or kickbacks in any form. Each Party warrants that, to the best of its knowledge, as of the Execution Date, neither it nor any of its Representatives has paid, offered, promised to pay or authorized the payment of, directly or indirectly, any prohibited payment in connection with the award or performance of this Agreement. Each Party agrees to immediately notify the other Party in writing of any request that the former Party receives to take any action that might constitute, or be construed as, a violation of anti-corruption laws or has or should have any reason to suspect that a breach of anti-corruption laws has occurred or may occur. Each Party agrees that the other Party is authorized to take all appropriate actions that it deems reasonable and necessary to avoid a violation of anti-corruption laws. Any third party representatives, including but not limited to, consultants, agents, representatives, custom brokers and freight forwarders who are retained by a Party in connection with this Agreement, must undergo a due diligence background investigation prior to providing any services to the Party, and the engagement of any such third party representative must be approved by the Party's employee responsible for vetting prospective third party representatives. Further, the retention of any such third party representative must be governed by a signed written contract that includes the anti-corruption requirements set forth in this Agreement. The legal representative of each Party shall sign an annual certification of compliance with the anti-corruption provisions set forth in this Agreement. All the directors and senior management personnel of the Party shall undergo in-person, annual anti-corruption training conducted by an attorney designated by the Party, and sign a certificate documenting that they have successfully completed said training. The costs associated with said training shall be collectively borne by the Party itself.

每一方应遵守任何反贿赂和反腐败的适用法律，包括美国《海外反腐败法》、英国《反贿赂法》、《经济合作与发展组织反对在国际商务中贿赂外国公职人员公约》的原则，以及中国以及其他公司有业务活动的国家的相应法律法规。每一方应根据适用法律的要求采纳与反腐败法规相关的政策，并应将该政策发送给所有员工。每一方不得，且应确保其任何人员不得，在合理知晓有关事物会用来获取不当利益或对实体或个人作出决定产生不适当影响的情况下，直接或间接地向任何实体或个人，包括政府雇员或官员、政府控股的企业或公司或政党，支付、提议支付、承诺支付或给予任何有价值的事物（包括向另一方支付或贷记的任何金额）。一方根据本协议或与本协议相关的交易支付的任何金额应仅为本协议所述事项之目的并根据本协议的条款进行支付。一方不得，且应确保其人员不得以任何形式行贿受贿或支付、收受回扣。每一方保证，在其知晓的范围内，截至签署日，其或其代表从未直接或间接支付、提议支付、承诺支付或被授权支付任何与签署或履行本协议有关的禁止的款项。每一方同意，如果其收到任何请求，被要求采取行动，且该行动可能构成或被认为违反反腐败法律，或有理由怀疑已经发生或可能发生对反腐败法律的违反，应立即将该要求书面通知另一方。每一方同意另一方有权采取其认为合理必要的一切行为避免违反反腐败法律法规。任何第三方代表，包括但不限于一方就本协议考虑聘用的顾问、代理、代表、报关行或货运代理，均应在向其提供服务之前通过背景尽职调查，且对任何该等第三方代表的聘用必须由该方负责审查潜在在第三方代表的员工批准。此外，对任何该等第三方代表的

聘用必须签订包含本协议列明的反腐败要求的书面合同。每一方的法定代表人应当每年签署遵守本协议列明的反腐败条款的声明。一方的所有董事和管理人员应当每年亲自参与由其指定的律师开展的反腐败培训，并签署证明完成以上培训的相关文件。以上培训所需费用全部由该方自行承担。

#### 6.4 Information Report and Assessment 信息报告和评估

The Licensee shall provide the Licensor with complete and accurate information in response to the Licensor's inquiries pertaining to the Licensee's compliance with the requirements set forth in this ARTICLE VI. From time to time, the Licensor may, either directly or through a third party acting as its assessing agent and who has signed the Licensor's standard confidentiality requirements (each, a "**Third Party Assessor**"), request information from the Licensee for the purpose of verifying the Licensee's compliance with this ARTICLE VI. The Licensee shall promptly provide complete and accurate information in response to all such inquiries. If requested in writing by the Licensor, and subject to the Licensee's reasonable site safety and security requirements, the Licensee shall allow, with three (3) days advance notice, the Licensor and/or a Third Party Assessor, to assess the Licensee's compliance with this ARTICLE VI (each, a "**Compliance Assessment**") through one or more of the following procedures: (i) inspection of the Licensee's facilities; (ii) review of the Licensee's practices, policies and relevant records; (iii) review of the Licensee's data security controls; and (iv) interview of the Licensee's personnel. Compliance Assessments will be conducted in an efficient manner, with minimal disruption of the Licensee's operations, solely as necessary to assess the Licensee's compliance. The Licensee shall promptly implement reasonable corrective action to remedy any material non-conformance identified by the Licensor. To the extent that the Licensee engages subcontractors to perform any material portion of its compliance obligations under this ARTICLE VI, the Licensee shall require each such subcontractor to: (i) comply with the requirements of this ARTICLE VI; (ii) grant the Licensor the right to conduct a Compliance Assessment of the compliance activities of the subcontractor performed on behalf of the Licensee; and (iii) promptly implement reasonable corrective action to remedy any material non-conformance identified by the Licensor, provided that the Licensor has also provided the Licensee with reasonable advance notice and a description of the corrective actions. Compliance Assessments will be conducted at the Licensor's expense, provided that the Licensee shall promptly reimburse the Licensor for the cost of such Compliance Assessment if such Compliance Assessment reveals any material non-compliance with the requirements of this ARTICLE VI.

对于许可方关于被许可方是否遵守本第六条所述要求的询问，被许可方应随时向许可方提供完整准确的信息。许可方可以不时地直接或者通过与其签订许可方标准保密要求的作为其评估代理人的第三方（各称“**第三方评估人**”）要求被许可方提供相关信息，以核实被许可方是否遵守本第六条。对于该等询问，被许可方应立即提供完整准确的信息。经许可方书面要求，受制于被许可方合理的现场安全要求，被许可方应当在提前三（3）日收到通知的情况下，允许许可方和/或**第三方评估人**通过以下一项或多项程序评估被许可方对本第六条的遵守情况（各称“**合规评**”

估”)：(i) 查验**被许可方**设施；(ii) 审查**被许可方**实践、政策及相关记录；(iii) 审查**被许可方**数据安全控制；以及(iv) 对**被许可方**人员进行访谈。合规评估应以高效率的方式、仅在评估**被许可方**合规情况的必要范围内进行，并尽可能减少对**被许可方**经营的干扰。**被许可方**应立即针对要求方发现的任何重大违规行为采取合理的纠正措施予以补救。**被许可方**聘用分包商履行其在本第六条项下义务的重要部分时，应当要求每个分包商：(i) 遵守本第六条的规定；(ii) 允许**许可方**针对分包商代表**被许可方**进行的活动进行**合规评估**；(iii) 针对**许可方**发现的任何重大违规行为立即采取合理的纠正措施予以补救，前提是**许可方**也已经向**被许可方**提供了合理的提前通知和对纠正措施的说明。**合规评估**的费用应由**许可方**承担，前提是如果该**合规评估**揭露任何对本第六条要求的重大违反，**被许可方**应当立即补偿**许可方**该等**合规评估**的费用。

## ARTICLE VII SUBCONTRACT 第七条 分包

7.1 Upon prior written approval by the Licensor, the Licensee may subcontract the manufacture of the parts of the Licensed Products (except for Hyper Cell) provided that the contracts concluded by the Licensee with the subcontractors contain the following terms and conditions:

经**许可方**事先书面批准，**被许可方**可以将**被许可产品**的零件（Hyper Cell除外）的生产进行分包，前提是**被许可方**与分包商直接签署的合同应包含下列条款和条件：

(a) the subcontractor must use the Licensed Technology, the Licensor’s Improvements and/or the Licensee’s Improvements exclusively for the purpose of manufacturing the parts of Licensed Products subject to the terms and conditions of the subcontract agreements with the Licensee;

分包商必须仅为生产**被许可产品**的零件之目的，使用**被许可技术**、**许可方改进**和/或**被许可方改进**，并遵守与**被许可方**签订的分包合同中的条款和条件；

(b) the subcontractor may not manufacture or assemble parts using information from the Licensed Technology, the Licensor’s Improvements and/or the Licensed Products and sell directly or indirectly such parts to any other entity besides the Licensee or the Licensor;

分包商不得使用从**被许可技术**、**许可方改进**和/或**被许可产品**获得的信息生产或组装零件并直接或间接将该等零件销售给**被许可方**或**许可方**之外的任何其他实体；

(c) the subcontractor shall be subject to the same confidentiality obligations as those provided in this Agreement for the Licensee; and

分包商应遵守与**被许可方**在本**协议**项下的保密义务相同的保密义务；以及

(d) the Licensee shall not grant the subcontractor the right to sublicense or further subcontract.

**被许可方**不得授予分包商进行分许可或进一步分包的权利。

(e) the subcontractor acknowledges that Licensor owns all the rights to and in the Licensed Technology and the Licensed Trademarks.

分包商确认，许可方拥有对被许可技术和被许可商标的所有权利。

## ARTICLE VIII QUALITY CONTROL

### 第八条 质量控制

8.1 The Licensee shall procure its Designated Sub-licensees (a) manufacture the Licensed Products to be sold to MAXN and/or any of its Affiliates or authorized purchasers in consistent with the quality standards of the Licensed Products supplied by the Licensor or its Affiliates, (b) implement standards and specifications which the Licensor supplies regarding the quality in the manufacture, promotion, distribution and sale of the Licensed Products, (c) implement modifications to adhere to the standards of quality given by the Licensor; and (d) conduct pre-shipment testing to confirm compliance with the acceptance criteria and/or specifications of the Licensor. The Licensee and the Licensor may access and inspect locations where the Licensed Products are manufactured for the purpose of inspecting of the quality of the Licensed Products. The Licensee (or its Designated Sub-licensees) and the Licensor shall cooperate to lock down and modify the manufacturing process and the operation manual in respect of the Licensed Products. Either Party may designate representative(s) to act on its behalf on this subject matter.

**被许可方应敦促其指定的被分许可方**(a)按照与许可方或其关联方供应的**被许可产品**的质量标准一致的标准生产向MAXN和/或其任何**关联方**或授权的采购方销售的**被许可产品**，(b)实施许可方提供的有关于**被许可产品**的生产、促销、分销和销售质量的标准和规格要求，(c)根据许可方提供的质量标准进行修改，以及(d)在产品装运前进行测试以确定是否符合**许可方**的接收标准和/或规格。为检验**被许可产品**的质量之目的，**被许可方**和**许可方**可进入并检查生产**被许可产品**的场所。**被许可方**（或其**指定的被分许可方**）和**许可方**应合作敲定并修改有关于**被许可产品**的生产流程和操作手册。任何一方均可指定代表代其开展该项工作。

8.2 In relation to the quality control of the Licensed Products to be sold to MAXN and/or any of its Affiliates or authorized purchasers, the Licensor may take a leading role in assisting the Licensee with determining the local supplier of any parts and components for the Licensee or its Designated Sub-licensees, and the Licensee and the Licensor will coordinate purchase from any local suppliers. Any purchase from local suppliers will be subject to the new supplier introduction and new material verification process of Licensee or its Designated Sub-licensee and be consistent with the high-quality standards of the Licensed Products. For avoidance of any doubts, the Licensor expressly disclaims any and all responsibility or liability with respect to any purchase from such local suppliers by the Licensee.

就向MAXN和/或其任何**关联方**或授权的采购方销售的**被许可产品**的质量控制而言，**许可方**可在协助**被许可方**决定向**被许可方**或其**指定的被分许可方**供应任何零部件的当地供应商的过程中起主导作用，并且**被许可方**和**许可方**将就向任何当地供应商开展采购事宜进行协调。任何从当地供应商采购的货品应受制于**被许可方**或其



指定的被分许可方的新供应商导入和新物料验证流程，并应符合被许可产品的高质量标准。为避免歧义，许可方明确不对被许可方从当地供应商处的任何采购承担任何义务或责任。

#### ARTICLE IX MAINTENANCE OF RECORDS

##### 第九条 记录的保留

9.1 The Licensee shall, and shall cause TZE to, keep complete and accurate records and accounting books of the quality, description and price of the Licensed Products sold or installed, as well as the names and addresses of the customers, and such records and books shall be kept separate from any records and books not relating solely to the Licensed Products for the Licensor's inspection as well as audit by a third party retained by the Licensor. The Licensee shall cooperate with the Licensor and provide all reasonable assistance to the Licensor to enable the Licensor to inspect and audit through a third party the records during the Licensee's normal business hours.

被许可方应，且应促使TCL中环，对已销售或已安装的被许可产品的质量、描述、价格以及客户的名称和地址保留完整且准确的记录和会计账簿，并且该等记录和账簿应独立于并非仅与被许可产品有关的任何记录和账簿保存，以供许可方检查和由许可方所聘请的第三方进行审计。被许可方应与许可方合作，并向许可方提供所有合理协助，以使许可方能够在被许可方的正常营业时间内通过第三方对记录进行检查和审计。

#### ARTICLE X WARRANTY, INDEMNITY AND INFRINGEMENT

##### 第十条 保证、赔偿与侵权

10.1 Licensor's Representations and Warranties

许可方陈述与保证

The Licensor represents and warrants:

许可方陈述与保证如下：

(a) It has sufficient legal rights to license the Licensed Technology to the Licensee in accordance with the terms and conditions of this Agreement.

其拥有充分的合法权利，以根据本协议的条款和条件，将被许可技术许可给被许可方。

(b) It is a company duly organized, validly existing and in good standing under the laws of Singapore, and has the corporate power and authority to execute, deliver and perform its obligations under this Agreement.

其系根据新加坡法律合法设立、有效存续并资信良好的公司，且具有公司权力及授权以签署、交付本协议及履行其在本协议项下的义务。

(c) As of the date hereof, to its knowledge, the Existing Patent Rights as contemplated to be licensed to the Licensee in the worldwide (except for the U.S.) hereunder does not infringe or misappropriate the rights of any third party.

在本**协议**签署之日，据**许可方**所知，根据本**协议**许可**被许可方**在全世界（除**美国**外）使用的**现有专利权**未侵犯任何第三方的权利。

## 10.2 Licensee's Representations and Warranties

### **被许可方**陈述与保证

The Licensee represents and warrants:

**被许可方**陈述与保证如下：

- (a) It is a company duly organized, validly existing and in good standing under the laws of Singapore, and has the corporate power and authority to execute, deliver and perform its obligations under this Agreement.

其系根据**新加坡**法律合法设立、有效存续并资信良好的公司，且具有公司权力及授权以签署、交付本**协议**及履行其在本**协议**项下的义务。

- (b) All corporate actions on the part of it, its officers, directors, and shareholders necessary for the authorization, execution, delivery, and performance of all obligations under this Agreement have been taken as of the date of this Agreement.

**被许可方**及其管理人员、董事和股东于本**协议**之日已采取为授权、签署、交付本**协议**并履行本**协议**项下的全部义务所必需的所有公司行为。

- (c) It shall neither use nor disclose the Confidential Information of the Licensor for any purpose resulting in a competitive harm to, or otherwise adversely affecting the business of, the Licensor and its Affiliates.

其不得基于导致对**许可方**和其**关联方**遭受竞争性损害或以其他方式对**许可方**和其**关联方**的业务造成不利影响的目的是使用或披露**保密信息**。

## 10.3 Indemnity

### 赔偿保证

- (a) The breaching Party shall indemnify and hold harmless the non-breaching Party and its Affiliates from and against any and all the losses, liabilities, damages, costs, penalties and expenses (including their directors', officers', employees' and agents', attorneys' and other professionals' fees and disbursements) directly incurred in connection with or arising from any breach by the breaching Party of any representation or warranty in this Agreement or of its obligations under this Agreement.

如违约一方违反其在本**协议**中任何陈述或保证或其在**协议**项下的任何义务，违约一方应补偿非违约一方及其**关联方**就该等违反直接产生的或因该等违反引起的任何及全部损失、责任、损害、成本、罚款和费用（包括其董事、管理人员、员工和代理人、律师和其他专业人员的费用和开支），并使其免受损害。

- (b) The Licensee shall further indemnify and hold harmless the Licensor and its Affiliates from and against any and all the losses, liabilities, damages, costs, penalties and expenses (including their directors', officers', employees' and agents', attorneys' and other professionals' fees and disbursements) directly incurred in connection with or

arising from any action or omission of a Designated Sub-licensee that, if taken or committed by the Licensee, would be a breach of any representation or warranty in this Agreement or of its obligations under this Agreement.

如**指定的被分许可方**有以下任何作为或不作为，**被许可方**应进一步补偿**许可方**及其**关联方**就该等**指定的被分许可方**的任何作为或不作为直接产生的或因此引起的任何及全部损失、责任、损害、成本、罚款和费用（包括其董事、管理人员、员工和代理人、律师和其他专业人员的费用和开支），并使其免受损害：该等作为或不作为如果是由**被许可方**采取或实施，会构成其违反其在本**协议**中的任何陈述或保证或其在**协议**项下的任何义务。

- (c) The Licensor and the Licensee acknowledge and agree that a Party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms due to any fault of another Party and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the non-defaulting Party may be entitled at law, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement.

**许可方**和**被许可方**承认并同意，如果本**协议**的任何规定因为**一方**的任何过错而 没有根据其具体条款得以执行，**另一方**将受到无法弥补的损害，而且对于本**协议**的任何违反无法在任何情况下均仅通过金钱赔偿得到充分补偿。因此，在非违约**一方**可能根据法律有权获得的任何其他权利或救济外，其有权根据实际履行的裁定，强制执行本**协议**的任何条款，并有权采取临时的、初步的和永久的禁令救济以防止对本**协议**任何条款的违反或威胁的违反。

#### 10.4 Violation and Infringement 违反和侵权

- (a) If the Licensee is or at any time becomes aware of any activities which could reasonably be construed as a violation of the license, unauthorized disclosure, misuse, infringement, or misappropriation of the Licensed Technology and/or the Licensor's Improvements or a violation of Licensor's rights in any of the foregoing, the Licensee shall promptly notify the Licensor and provide the Licensor with any and all evidence thereof in its possession or control. The Licensee shall have the sole and exclusive first right to bring suit and initiate proceedings relating to any infringement of the Licensed Technology and Licensor's Improvements in the PRC and to settle the same. All costs and expenses relating to any such suit or suits or proceeding shall be paid for by the Licensee, and any and all recoveries, awards, or payments from said suits or any settlements thereof shall be divided equally by the Licensor and the Licensee after recovery by the Licensee of its costs and expenses for bringing such suit or proceeding. Any legal counsel selected by the Licensee for such enforcement activities shall be subject to the Licensor's prior written approval, which shall not be unreasonably withheld. The Licensor shall reasonably cooperate with and assist the Licensee in all such suits as the Licensee deems reasonably appropriate or necessary

and all costs and expenses thereof shall be borne by the Licensee. Should the Licensee choose not to bring suit or initiate any such proceeding after a written request from the Licensor, thereafter the Licensor shall have the right to bring such suit or initiate such proceedings at the Licensor's cost and expense be shared with Licensee pursuant to Article 10.5(e) below. The Licensee shall cooperate with the Licensor as reasonably requested by the Licensor, with respect to such suit or proceeding. Any and all recoveries, awards, or payments from said suits brought by the Licensor or any settlements thereof shall be shared with Licensee pursuant to Article 10.5(e) below.

如果**被许可方**知晓、或在任何时候开始知晓任何可能被合理解释为违反许可、未经授权的披露、滥用、侵权或挪用**被许可技术**和/或**许可方改进**的活动，或侵犯**许可方**对**被许可技术**和/或**许可方改进**所享有的权利的活动，**被许可方**应立即通知**许可方**，并向**许可方**提供其所掌握的所有相关证据。**被许可方**应拥有提起和发起针对在**中国境内**对**被许可技术**和**许可方改进**的任何侵权行为的诉讼并进行和解的单独和排他性的优先权。与该等诉讼或法律程序相关的所有成本和费用应由**被许可方**承担，且从该等诉讼或和解中所获得的所有赔偿、补偿或款项应在**被许可方**就其因提起该等诉讼或法律程序而承担的所有成本和费用获偿后，由**许可方**和**被许可方**平均分配。**被许可方**为该等维权活动所聘请的任何法律顾问应事先获得**许可方**的书面批准，但其不可无正当理由拒绝。**许可方**应在所有的该等诉讼中向**被许可方**提供**被许可方**认为合理恰当或有必要提供的合理合作和协助，且与该等合作和协作相关的所有成本和费用应由**被许可方**承担。如经**许可方**书面要求后，**被许可方**选择不提起诉讼或发起任何法律程序，则**许可方**有权自行提起该等诉讼或发起该等法律程序，并根据以下第10.5(e)条与**被许可方**分担成本和费用。**被许可方**应**许可方**的合理要求，就该等诉讼或法律程序与**许可方**进行合作。**许可方**从其所提起的该等诉讼或该等诉讼的和解中所获得的所有赔偿、裁决或款项应根据以下第10.5(e)条与**被许可方**分享。

- (b) If there is any action or claim brought against the Licensee alleging that the use of the Licensed Technology infringes the intellectual property rights of a third party, the Licensee shall promptly notify the Licensor, and the Licensor shall decide on taking any steps at the Licensor's sole discretion for the protection of the Licensor's rights in relation to the Licensed Technology and the Licensor's Improvements. Should the Licensor decide to (i) defend the Licensee against, (ii) support the Licensee to defend, (iii) settle, or (iv) support the Licensee to settle, any such claim or action, then the Licensee shall agree that the Licensor shall be provided control and shall provide the Licensor the necessary consents such that the Licensor may control the defense and/or settlement of the action or claim.

如果有任何针对**被许可方**的行动或主张，声称使用**被许可技术**侵犯了第三方的知识产权，**被许可方**应立即通知**许可方**，而**许可方**应根据其自行判断决定采取任何措施，以保护**许可方**有关于**被许可技术**和**许可方改进**的权利。如**许可方**决定(i)为**被许可方**进行的抗辩，(ii)对**被许可方**抗辩的支持，(iii)和解，或(iv)对**被许可方**进行和解的支持，则**被许可方**应同意**许可方**有权掌控针对该等诉讼或索赔所进行的抗辩或和解并应向**许可方**提供使得**许可方**可以控制抗辩和/或对该等诉讼或索赔的和解所需的同意。

- (c) The Licensor shall indemnify the Licensee from and against any and all direct (but not consequential) losses, liabilities, damages, costs, penalties and expenses (including attorneys' and other professional's fees and disbursements) directly incurred in connection with or arising from for any suit or claim or action that is instituted by any third party and is attributable to any alleged infringement by the Licensed Technology of any third party's patent, trademark, trade secrets, copyrights or other intellectual property rights, provided that the Licensee has acted in full compliance with the terms and conditions of this Agreement, including but not limited to the territorial restriction set out in Article 2.1 hereof.

**许可方应就被许可方因第三方就直接因被许可技术侵犯其专利、商标、商业秘密、版权或其他知识产权所提起的任何诉讼、索赔或法律程序而遭受的所有直接（但非间接）的损失、责任、赔偿、成本、罚金和费用（包括律师以及其他专业人员的费用和报销款项），前提是被许可方完全符合本协议所规定的条款和条件，包括但不限于本协议第2.1条所规定的地域限制。**

#### 10.5 Prosecution and Maintenance of IP 知识产权的申请与维护

- (a) The Licensor shall have the exclusive right to control the process of prosecuting the filing, prosecution, and maintenance of patents and patent applications worldwide on inventions included in the Licensed Technology and the Licensor's Improvements, including any related patents and patent applications and including any subsequent patents and patent applications that claim priority to an Existing Patent Right or a Future Patent Right. For the Existing Patent Rights and the Future Patent Rights, the Licensor shall pay the maintenance fees of such patents.

**许可方应拥有控制在全球范围内有关包含在被许可技术和许可方改进中的发明的专利申请的提交和申办流程以及专利的维护的排他性权利，其中包括任何相关的专利和专利申请以及对现有专利权或未来专利权主张优先权的后续专利和专利申请。就现有专利权和未来专利权而言，许可方应为该等专利支付维护费。**

- (b) The Licensor makes no guarantee that any non-issued patent application of the Existing Patent Rights or the Future Patent Rights will be issued as a patent in PRC.

**许可方未就将任何现有专利权或未来专利权中未授予的专利申请将在中国获发专利做出任何保证。**

- (c) The Licensor shall have the exclusive right in determining the manner in which the inventions included in the Licensed Technology and the Licensor's Improvements will be protected, including whether as patents, designs, or trade secrets.

**许可方应拥有确定任何被许可技术和许可方改进中包含的发明获得保护的形式的排他性权利，包括是否作为专利、设计或商业秘密加以保护。**

- (d) The Licensor shall have the first right but not an obligation to pursue interference oppositions and similar third-party proceedings before the relevant patent office and defense of any patents on behalf of the Licensee and/or the Licensor.

**许可方**应拥有优先权（而非义务）向相关专利申请部门提出异议及类似的第三方程序、以及代表**被许可方**和/或**许可方**对任何专利进行辩护。

- (e) The Licensee shall share [...]percent ([...])% the Licensor’s costs of enforcement of the protection of the Licensed Technology and/or the Licensor’s Improvements outside of United States against third parties (the “**IP Enforcement Costs**”), including legal costs and attorney’s fees, on the condition that the Licensee will receive [...]percent ([...])% of the license fees, royalties or other form of monetary consideration paid in cash by third parties to the Licensor, or the damages or compensation awarded by a court or a judicial body to the Licensor, as a result of the future licensing activities and enforcement actions taken by the Licensor (the “**IP Enforcement Proceeds**”) for which the Licensee has shared the IP Enforcement Costs outside of the United States. The Licensee shall pay its share of the IP Enforcement Costs within fifteen (15) Business Days after it has received notification of such costs from the Licensor with supporting evidence. In the event that the Licensor negotiates a license fee, royalty, settlement payment and other intellectual property enforcement proceeds and other rights or benefits in non-monetary form with a third party, Licensor shall seek the prior consent from the Licensee before such proceeds or rights or benefits in non-monetary forms are confirmed. The Licensor shall pay to the Licensee its share of the IP Enforcement Proceeds within fifteen (15) Business Days after the Licensor has received the relevant payments from the third parties.

**被许可方**应分担**许可方**在美国之外针对第三方保护**被许可技术**和/或**许可方**改进的费用（“**知识产权执行费用**”）的百分之[...]（[...]%），包括法律费用和律师费，条件是**被许可方**将获得因**许可方**在美国之外将来进行授权活动或采取（由**被许可方**分担**知识产权执行费用**的）执行行动而由第三方以现金支付给**许可方**的许可费、专利使用费或其他货币形式的对价或由法院或司法机构判给**许可方**的损害赔偿或补偿（“**知识产权执行收益**”）的百分之[...]（[...]%）。**被许可方**应在其收到**许可方**关于此类费用的通知并提供证明后的十五（15）个工作日内支付其应承担的**知识产权执行费用**。在**许可方**与第三方协商支付许可费、专利使用费、和解费用和其他**知识产权执行收益**或非货币形式的其他权利或利益的情况下，**许可方**在确认该等非货币形式的收益或权利或利益之前，应征得**被许可方**事先同意。**许可方**应在其收到第三方的相关付款后十五（15）个工作日内向**被许可方**支付其应享有的**知识产权执行收益**。

## 10.6 Disclaimers 免责

Except as expressly set forth in Articles 10.1 and 10.2, all of the Licensed Technology and Licensor's Improvements are provided “AS IS” and “WITH ALL FAULTS”, and none of the Parties makes any warranties, express, implied, statutory or otherwise with respect to the rights and licenses granted by it hereunder, and each Party expressly disclaims implied warranties of merchantability, and fitness for a particular purpose.

除本协议第10.1条及第10.2条明确约定的外，所有的**被许可技术**和**许可方**的改进均按照“现状”并附带“所有瑕疵”的状态提供给**被许可方**。任何一方不应被视为就其根据

本协议授予的权利或许可做出明示的、暗示的、法定的或其他形式的保证，并且任何一方均明确表示不承担任何适销性、以及适用于特定用途。

10.7 Limitation of Liability  
责任限额

Except for the indemnity obligations as set out in this ARTICLE X herein (such obligations are not limited, capped, or amended by this article), no Party shall be liable under this Agreement to the other Party, under any circumstances whatsoever, for any indirect, punitive, special, incidental, or consequential damages in connection with or arising out of this Agreement (including loss of business, revenue, profits, goodwill, use, data, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, even if such Party has previously been advised of the possibility of such damages. Liability for damages will be limited and excluded under this Article even if any exclusive remedy provided for fails of its essential purpose.

除本协议第十条规定的赔偿义务外（本条并不对该等责任加以限制、规定最高限额或予以修改），任何一方均不会根据本协议在任何情况下对其他方就涉及本协议或因本协议而引起的任何间接、惩罚性、特殊、附带或从属性损失（包括业务的损失、收入、利润、商誉、使用权、数据或其他经济性利益）承担责任，且不以该等损失是否由于违反合同、违反保证或侵权行为（包括过失）造成的为限，即使该方之前曾被告知发生该等损失的可能性。对损失的赔偿责任将根据本条加以限定和排除，即使规定的任何排他性救济措施未能实现其主要的目的。

**ARTICLE XI CONFIDENTIALITY**  
**第十一条 保密**

11.1 Confidentiality  
保密

- (a) Each of the Parties agrees, during the term of this Agreement and for a period of three (3) years after termination thereof for any reason whatsoever, not to, and shall cause its Representatives not to, disclose the Confidential Information of the disclosing Party to any Third Parties or to the receiving Party's Representatives, except to those Representatives of the receiving Party who reasonably require such information for the purpose of the matters contemplated by this Agreement; provided, however, that a receiving Party may disclose such portions of the disclosing Party's Confidential Information (1) as may be required under applicable law, or (2) under valid subpoena, court order or by any rule or regulation of a court of competent jurisdiction. In the event applicable law requires or a valid subpoena, court order or any other rule or regulation of a court of competent jurisdiction compels a receiving Party to disclose such Confidential Information, the receiving Party, to the extent legally permitted, shall provide the disclosing Party with prompt notice of any such requirement so that the disclosing Party, at its sole cost and expense, may seek an appropriate protective order or other reliable assurance that

confidential treatment will be accorded the Confidential Information. If the disclosing Party does not obtain such a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information, or if it does not waive compliance with the provisions of this Article 11.1, the receiving Party will furnish, upon the advice of its counsel, only that portion of such Confidential Information which it is legally required to furnish.

双方同意在本协议期限内并在本协议因任何原因终止后三（3）年内，不得，并且应促使其代表不得，向任何第三方或接收方的代表（为本协议拟议事项而合理需要该等资料的接收方代表除外）披露披露方的**保密信息**；但是，披露方的任何保密信息如属以下情形，接收方可披露该部分保密信息：(1)适用法律要求披露的，或(2)有效的传票、法院令或有管辖权法院的任何规则或规定要求披露的。如果适用法律要求，或者有效的传票、法院令或有管辖权法院的任何其他规则或规定强制接收方披露**保密信息**，接收方应在法律允许的范围内及时向披露方提供任何该等要求的通知，以便披露方可自行承担费用寻求适当的保护令或将对**保密信息**予以保密的其他可靠保证。如果披露方未取得保护令或者将对**保密信息**予以保密的其他可靠保证，或者未放弃要求遵守本第11.1条约定，则接收方应根据其法律顾问的意见，只提供法律要求提供的那部分**保密信息**。

“**Confidential Information**” means any information related to the matters contemplated by this Agreement disclosed (whether prior to, on or after the date of this Agreement) by any Party and/or its Representatives to any other Party, individually or collectively, and/or its Representatives, either directly or indirectly, in writing, orally or by drawings or observation of tangible objects such as documents, prototypes, samples, products and facilities, including, but not limited to any other trade secrets, know-how and other intellectual property or information relating to the disclosing Party's business, operations, products, or technology, together with any and all analyses or other documents prepared by any Party or any of their Representatives that contain or otherwise reflect any of the disclosed information which the receiving Party reasonably should understand is confidential, and with respect to the confidentiality obligation of the Licensee under this Article 11.1, also including the Existing Trade Secrets and/or the Future Trade Secrets, the Licensor's Improvements and any technology information and materials provided by the Licensor under this Agreement in relation to the Existing Patent Rights or the Future Patent Rights but are not publicly disclosed or otherwise available to the public. The Confidential Information does not include any information which (i) is in the public domain at the time of disclosure by the disclosing Party or is subsequently made available to the general public without restriction and without breach of this Article 11.1 by the receiving Party or its Representatives, (ii) a receiving Party or its Representatives can demonstrate was, at the time of disclosure by the disclosing Party, already in the possession of the receiving Party or its Representatives, (iii) was obtained by the receiving Party or its Representatives from a Third Party without a breach of such Third Party's (to the receiving Party's knowledge) or the receiving Party's obligations of confidentiality



to the disclosing Party, or (iv) a receiving Party can demonstrate was independently developed by the receiving Party or its Representatives without use of or reference to the disclosing Party's Confidential Information.

“**保密信息**”应指任何一方及/或其代表向其他任一方（无论单独或集体）及/或其代表披露（无论是在本协议日期之前、当天或之后）的任何与本**协议**拟议事项相关的信息，不论是以书面、口头或者图纸或实物观察（如文件、样机、样品、产品和设施）等方式直接或间接披露，包括但不限于商业秘密、专有技术和其他知识产权或涉及披露方业务、经营、产品、技术的其他知识产权或信息，以及任何一方或其任何代表起草的、包含或反映接收方应当合理理解为保密信息的任何已披露信息的任何和所有分析文件或其他文件，就**被许可方**在本第11.1条项下的保密义务而言，**保密信息**还包括**现有商业秘密、未来商业秘密、许可方改进、许可方**根据本**协议**提供的包含**现有商业秘密**和/或**未来商业秘密**的任何部分的任何技术信息和资料、**许可方**根据本**协议**提供的与**现有专利权**或**未来专利权**有关、但未公开披露或以其他方式为公众所知悉的任何技术信息和资料。**保密信息**不包括以下任何信息：(i)披露方在披露时该等信息已经为公众所知，或者随后没有限制地并且在接收方或其代表未违反本第11.1条约定的情况下向公众提供的，(ii)接收方或其代表能够证明在披露方披露时已归接收方或其代表占有的，(iii)接收方或其代表从第三方获得的，并且该第三方（据接收方所知）或接收方未违反对披露方的保密义务的，或(iv)接收方能够证明由接收方或其代表在未使用或参考披露方的保密信息情况下独立开发的。

- (b) Each Party and its Representatives shall use at least the same degree of care, but no less than a reasonable level of care, and shall take at least those measures that it takes to protect its own most highly confidential information, to protect the secrecy of and avoid disclosure of the Confidential Information of the other Party and shall ensure that its Representatives who have access to the Confidential Information of the other Party have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein, prior to any disclosure of the Confidential Information of the disclosing Party to such Representatives.

每一方及其代表应对另一方的保密信息至少运用其保护自身最高机密资料的同等审慎（但不得低于合理审慎水平），并至少采取相同措施，以保护另一方保密信息的保密性，避免披露；并确保如果该方代表需接触其他**双方**的**保密信息**，在向该代表披露披露方的**保密信息**之前，该代表已签署保密协议或以其他方式受限制程度至少与本**协议**约定相同的保密义务的约束。

- (c) Each Party makes no warranties, express, implied or otherwise, regarding the sufficiency, accuracy, or completeness of the Confidential Information for any purpose, including the warranties of merchantability, fitness for a particular purpose and non-infringement.

任何一方均未作出有关**保密信息**用于任何特定目的的充分性、准确性或完整性的任何明示、默示或其他保证，包括有关适销性、适于特定目的和不侵权的保证。

- (d) Save as otherwise provided in this Agreement, all documents and other tangible objects containing or representing the Confidential Information, and all copies thereof, together with any and all analyses or other documents prepared by any receiving Party or any of its Representatives that contain or otherwise reflect any of the foregoing information, shall be and remain the sole property of the disclosing Party and, upon the disclosing Party's written request, shall be returned to the disclosing Party or destroyed within thirty (30) days of such written request; provided, however, that electronic copies of or containing Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by a receiving Party's business personnel (the electronic copies), shall not be deemed to violate this Article 11.1, so long as such electronic copies are not disclosed in violation of the terms of this Article 11.1. Notwithstanding the foregoing, nothing in this Article 11.1 shall prohibit a receiving Party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory record keeping requirements applicable to it or any internal record keeping policy or procedure to which it is subject. Such retained copy shall remain subject to the confidentiality provisions in this Article 11.1, and such obligation for retained copies shall survive the termination of this Agreement.

除非本协议另有约定，否则包含或体现**保密信息**的所有文件和其他实物、这些文件和实物的副本以及任何接收方或其任何代表编写的、包含或以其他方式反映前述任何资料的任何和所有分析文件或其他文件，应归并且继续归披露方独家所有，应在披露方提出书面要求后返还披露方或在收到书面要求后三十（30）日内销毁；但是，针对数据备份和/或存档系统自动生成的包含保密信息的电子副本，并且接收方的业务人员不能轻易获取（电子副本），只要电子副本未违反本第11.1条条款而被披露，则不应视为违反本第11.1条。尽管有前述约定，本第11.1条的任何约定均不禁止接收方的法务部或法律顾问根据需要保留任何保密信息的一（1）份副本（包括任何电子副本），以遵守适用于该接收方的记录保存监管要求或该接收方须遵守的任何记录保存内部规定或程序。本第11.1条约定的保密条款仍适用于上述保留副本，并且本协议终止后对保留副本的该等保密义务仍然持续有效。

- (e) No Party shall export any technical Confidential Information acquired under this Agreement or any commodities using such Confidential Information to any country to which any relevant government forbids export or, at the time of export, requires an export license or approval, without first obtaining such license or approval. A receiving Party shall obtain the appropriate authorizations and/or exceptions required for export or re-export of such Confidential Information received herein, including restricted technology and/or computer software, and products thereof,

required under the U.S. International Traffic in Arms Regulation (ITAR) and/or the Export Administration Regulation (EAR).

如果任何相关政府禁止向某国出口，或者出口时须取得出口许可或批准但未事先取得该许可或批准，则任何一方均不得向该等国家出口在本协议项下获得的任何技术性**保密信息**或使用了该等**保密信息**的任何商品。接收方应取得在本协议项下获取的**保密信息**（包括美国《国际武器贸易条例》和/或《出口管理条例》项下的受限技术和/或计算机软件及其产品）出口或再出口所需的适当授权和/或豁免。

Nothing in this Agreement is intended to grant any rights to any Party under any patent, copyright, mask work right, trade secrets, or other intellectual property of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein.

本协议的任何规定均无意向任何一方授予另一方的任何专利权、著作权、掩膜作品权、商业秘密或其他知识产权。除非本协议明确规定，本协议也不向任何一方授予另一方关于**保密信息**的任何权利。

11.2 The Licensee shall enact and execute corporate intellectual property policies as follows:

**被许可方**应颁布并执行如下公司知识产权政策：

- (a) all documentations containing any portion of the Existing Trade Secrets, the Future Trade Secrets, the Licensee's Improvements or other confidential information related to the P-Series Products (including without limitation any trade secrets developed by the Licensee) must be marked as confidential and treated as confidential information, including protection against disclosure to any third-party except as necessary for business and under a non-disclosure agreement or other confidentiality obligation;

所有包含**现有商业秘密**、**未来商业秘密**、**被许可方改进**或其他与**P系列产品**有关的**保密信息**（包括但不限于**被许可方**开发的任何**商业秘密**）的任何部分的文件必须被标注为**保密**，并被作为**保密信息**对待，包括保护该等信息避免向任何第三方披露（业务所必需的和根据**保密协议**或其他**保密义务**规定的披露除外）；

- (b) management procedures shall be put in place including, without limitation, that each employee, upon joining the Licensee, shall execute a confidentiality agreement reflecting the terms and conditions of this Article ARTICLE XI, a non-compete agreement (applicable for employees with access to the Licensed Technology, the Licensor's Improvements, the Licensee's Improvements and/or any trade secrets developed by the Licensee and may compete with the business of the Licensee by himself/herself or for the interest of any third party, the "**Restricted Employees**", including but limited to employees working on Stringers), and proprietary information and invention assignment agreements at least (1) acknowledging that works made for hire shall be the exclusive property of the Licensee, and (2) requiring each employee to disclose and assign to the Licensee any and all rights he/she may have regarding any inventions (not including works made for hire) developed during his/her employment with the Licensee, with terms compliant with PRC laws and

approved by the Licensor, and that the Licensee shall provide each employee with the employee manual incorporating the confidentiality duties as to any materials marked as confidential and any disclosure duty under proprietary information and invention assignment agreements;

应施行管理程序，包括但不限于，每一员工在加入**被许可方**时应签署条款符合**中国**法律规定并经**许可方**批准的反映本第十一条规定的条款和条件的保密协议、竞业禁止协议（适用于接触**被许可技术**、**许可方改进**、**被许可方改进**和/或**被许可方**开发的任何商业秘密且可能自行或为任何第三方之利益与**被许可方**的业务竞争的员工，以下简称“**受限员工**”，包括但不限于载串焊机上工作的员工）以及专有信息和发明转让协议（至少包含以下内容：（1）确认职务发明属于**被许可方**专有财产，且（2）要求每一雇员向**被许可方**披露并转让其受雇于**被许可方**期间的任何发明的任何及所有权利），以及**被许可方**应向每一员工提供含有对任何标注为保密的资料所应负有的保密职责及专有信息和发明转让协议项下任何披露义务的员工手册；

- (c) each employee, staff, and management personnel of the Licensee shall be required to receive training on the corporate intellectual property policies on topics, including without limitation, obligations, duties, and responsibilities with respect to confidential information and policies directed to the protection of such confidential information;

**被许可方**的每一员工、职员和管理人员应被要求就公司知识产权政策接受培训，主题包括但不限于关于保密信息的义务、职责和责任，以及旨在保护该等保密信息的政策；

- (d) all confidential documents disclosing any part of the Existing Trade Secrets, the Future Trade Secrets, the Licensee's Improvements and/or any trade secrets developed by the Licensee shall be isolated from other non-confidential documentations and shall be made inaccessible to third parties visiting the premises of the Licensee and employees without permission granted by the Licensee, and each visitor to the Licensee who may have the access to the confidential information of the Licensed Technology shall be required to sign confidentiality agreement prior to his visit;

所有披露**现有商业秘密**、**未来商业秘密**、**被许可方改进**和/或**被许可方**开发的任何商业秘密的任何部分的保密文件应与其他非保密文件分开保存，且不得被到访**被许可方**场地的第三方以及未被**被许可方**授予许可的员工接触，并且**被许可方**应要求每一可能接触**被许可技术**的保密信息的访客在其到访前签署保密协议；

- (e) the Licensee shall incorporate the same confidentiality obligations in the contracts with its suppliers, customers, and any parties who may have access to any confidential information related to the P-Series Products; and

**被许可方**应在与其供应商、客户和可能接触与**P系列产品**有关的任何保密信息的任何方所签订的合同中包含相同的保密义务；以及

- (f) the Licensee shall maintain, keep updated, and make available to the Licensor, a list of all such Restricted Employees, visitors, suppliers, customers of the Licensee and

any other parties who may have access to any confidential information related to the P-Series Products as covered by subsections (b), (d) and (e) above, and the Licensee shall promptly notify the Licensor in writing of any resignation, termination or departure of any Restricted Employee.

**被许可方**应编制、更新并向**许可方**提供关于上述第(b)、(d)和(e)款所规定的所有**受限员工**、访客、**被许可方**的供应商和客户以及其他可能获得涉及**P系列产品**的任何保密信息人员的清单，并且一旦任何**受限员工**离职或被辞退，**被许可方**应立即书面通知**许可方**。

## ARTICLE XII TERM AND TERMINATION

### 第十二条 期限与终止

#### 12.1 Term 期限

The term of this Agreement (the “Term”) shall commence on the Execution Date and terminate in accordance with Article 12.2 of this Agreement.

本**协议**的期限 (“**期限**”) 应自**签署日**开始，直至根据本**协议**第12.2条终止。

#### 12.2 Termination 终止

12.1.1 The Licensee may terminate this Agreement in the case that any of the following events occurs:

若发生以下任一情形，**被许可方**可终止本**协议**：

(a) The Licensor has committed a Material Breach and failed to cure such Material Breach within thirty (30) days after the Licensee has given the Licensor written notice thereof.

如**许可方**出现了**重大违约**，且在**被许可方**向**许可方**发出相关书面通知后的三十（30）日内，**许可方**未改正该等**重大违约**。

(b) To the extent permitted by applicable law, the Licensor become insolvent, dissolve, or go into liquidation, whether voluntarily or by operation of law, or make any other arrangements for the benefit of its creditors, or be subject to the provisions of any bankruptcy law, and the aforesaid situation has existed for thirty (30) days.

在适用法律允许的范围内，**许可方**资不抵债、解散或进入清算程序（无论自行申请或根据法律运作）、或为其债权人利益作出任何其他安排、或受制于任何破产法律的规定，且上述情形已经持续了三十（30）日。

(c) The Licensor has committed fraud against the Licensee.

**许可方**对**被许可方**进行欺诈。

- (d) There is a material violation of law by the Licensor in connection with this Agreement, including, but not limited to, any anti-corruption laws and money laundering laws applicable to the Licensor.

**许可方就本协议有关事项严重违反法律，包括但不限于适用于许可方的任何反腐败法律以及反洗钱法。**

12.1.2 The Licensor may terminate this Agreement and any rights granted hereunder, at its sole option, in the case that any of the following events occurs. The termination of this Agreement by the Licensor will take effect immediately upon the Licensor's written termination notice to such effect.

若发生下列任一情形，许可方可依其自行决定终止本协议以及本协议项下所授予的任何权利。许可方对本协议的终止应于具有该等效力的许可方的书面通知之日起立即生效。

- (a) The Licensee has committed a Material Breach and failed to cure a Material Breach of this Agreement within thirty (30) days after the Licensor has given the Licensee written notice thereof.

如被许可方出现了**重大违约**，且在许可方向被许可方发出相关书面通知后的三十（30）日内，被许可方未改正其对本协议的**重大违约**。

- (b) To the extent permitted by applicable law, the Licensee become insolvent, dissolve, or go into liquidation, whether voluntarily or by operation of law, or make any other arrangements for the benefit of its creditors, or be subject to the provisions of any bankruptcy law, and the aforesaid situation has existed for thirty (30) days.

在适用法律允许的范围内，被许可方资不抵债、解散或进入清算程序（无论自行申请或根据法律运作）、或为其债权人利益作出任何其他安排、或受制于任何破产法律的规定，且该等情形已经持续了三十（30）日。

- (c) Any of the following conditions occurs: (1) change of Control of the Licensee where Control is transferred to any person or entity other than TZE (or any of its Affiliates); (2) merger of the Licensee and any party (provided that it involves a change in Control), or if a substantial portion of the assets of the Licensee is transferred to another company, provided that such circumstances materially prejudice the Licensee's capacity to perform its obligations hereunder or sale of assets is to one of the Licensor or MAXN's competitors in the PRC.

发生以下任何情形：(1)被许可方的**控制权**变更，该等变更使得**控制权**被转移至除**TCL中环**（或其任何**关联方**）以外的任何个人或实体；(2)被许可方与任何方的合并（前提是该等合并包含**控制权**变更），或若被许可方实质部分的资产被转移至另一公司，前提是该等情形严重损害被许可方履行其在本协议项下的义务的能力或资产被销售至许可方或MAXN在中国的竞争者。

- (d) TZE or any of its Affiliates or the Licensee have committed fraud against the Licensor or MAXN.

**TCL中环或其关联方或被许可方对许可方或MAXN进行欺诈。**

- (e) There is a material violation of law by the Licensor or any of its Affiliates in connection with this Agreement, including, but not limited to, any anti-corruption laws and money laundering laws applicable to the Licensee and/or any of the shareholders of the Licensee.

**许可方或其关联方就本协议严重违反法律，包括但不限于适用于被许可方和/或被许可方任何股东的任何反腐败法律以及反洗钱法。**

### 12.3 Effect of Termination 终止的效力

- (a) Upon termination of this Agreement, the license by the Licensor to the Licensee shall terminate and the Licensee shall cease to use, make, manufacture, assemble, install, market and sell the Licensed Products or use the Licensed Technology and the Licensor's Improvements; provided however that, for termination under Articles 12.2.1(a), 12.2.1(c), 12.2.1(d) and 12.2.2(d) of this Agreement, the Licensee shall have the right to (i) complete any contract for the Licensed Products entered into with a third party prior to the date of termination of this Agreement to the extent that such contract could be completed prior to the completion of the liquidation of the Licensee, provided that there is no further fabrication or production of the Licensed Products; and (ii) distribute, sell or otherwise dispose of the Licensed Product in its inventory prior to the completion of the liquidation of the Licensee in accordance with the terms of this Agreement.

一旦本协议终止，许可方对被许可方的许可应终止，并且被许可方应停止使用、制造、生产、组装、安装、营销和销售被许可产品，或停止使用被许可技术和许可方改进；但在本协议第12.2.1(a)条、第12.2.1(c)条、第12.2.1(d)条和第12.2.2(d)条规定的终止的情况下，被许可方(i)有权在可以于被许可方清算结束前完成的合同范围内，完成与第三方在本协议终止前签署的被许可产品的合同，前提是不涉及被许可产品的进一步制造或生产；和(ii)有权在被许可方清算完成前分销、销售或另行处置被许可方存货中的被许可产品。

- (b) Upon termination of this Agreement, the Licensee shall have no license to or right to use, distribute, copy, modify, disclose or sell any Licensed Technology, Licensor's Improvements, or any confidential information related thereto. Any material provided or property owned by the Licensor, including any copies of the Existing Trade Secrets or Future Trade Secrets, shall be returned and remain the Licensor's exclusive property.

一旦本协议终止，被许可方应不再拥有对任何被许可技术、许可方改进、或任何与之相关的保密信息进行使用、发布、复制、修改、披露、销售的许可或权利。许可方提供的任何资料或其拥有的任何财产，包括现有商业秘密或未来商业秘密的任何复印件，应返还并仍为许可方专有的财产。

- (c) The obligations of the Parties under this Agreement shall cease forthwith. The termination of this Agreement, for any reason, shall neither release a Party from any liability, obligation or agreement which, pursuant to any provisions of this

Agreement, is to survive or be performed after such termination, nor shall it release any Party from any of its accrued and unfulfilled liabilities and obligations as at such termination.

**双方在本协议项下的义务应随即终止。无论本协议因何种原因终止，均不应豁免一方履行根据本协议条款应在本协议终止后继续有效或继续履行的任何责任、义务或约定，亦不应豁免任何一方履行截至该等终止之日已经产生但尚未履行完毕的责任和义务。**

- (d) The confidentiality obligations under this Agreement shall survive indefinitely the termination thereof. The confidentiality obligations under any agreement between the Licensee and its employees shall also be contracted to survive indefinitely the termination of this Agreement, or any employment between the Licensee and the employee. The Licensee's obligation not to use, make, manufacture, install, assemble, market or sell the Licensed Products or use the Licensed Technology and/or the Licensor's Improvements upon termination of this Agreement, shall also survive the termination of this Agreement.

**本协议项下的保密义务应在本协议终止之后无限期存续。被许可方与其员工之间任何协议项下的保密义务亦应通过协议约定在本协议或被许可方与其员工之间任何雇佣关系终止之后无限期存续。被许可方在本协议终止后不得使用、制造、生产、组装、安装、营销和销售被许可产品或不得使用被许可技术和/或许可方改进的义务，应在本协议终止后继续存续。**

- (e) The Licensee shall return any and all materials containing any and all Confidential Information to the Licensor immediately after termination of this Agreement, and to delete any and all copies of such materials containing the Confidential Information in its possession, including any and all copies contained in any computers, databases or electronic or other storage medium. The Licensee shall undertake all commercially reasonable efforts to cooperate with the Licensor to ensure return and/or destruction of all materials is completed. Licensee shall issue a letter from its legal counsel within thirty (30) days following any such termination confirming the return and/or destruction of such materials and compliance with the obligations as set forth in this Article 12.3(e).

**被许可方应在本协议终止后立即向许可方返还所有包含保密信息的资料，并删除其所持有的包含有保密信息的该等材料的所有副本，包括但不限于任何电脑、数据库或其他存储媒体中的所有副本。被许可方应当采取所有商业上的合理努力与许可方合作，以确保完成所有资料的返还和/或销毁。被许可方应在本协议终止后的三十（30）日内，由其法律顾问签发一份确认已经返还和/或销毁该等材料和遵守第12.3(e)条所规定的义务的信函。**

- (f) In the event that the Licensee ceases to exist without any successor as a result of termination of this Agreement pursuant to Article 12.2.2(b) herein, the Licensor shall be automatically vested with the full ownership of the Licensee's Improvements and the Licensor's Improvements. The Licensee shall assign all of the Licensee's corresponding rights to and ownership interests in the Licensee's



Improvements and the Licensor's Improvements to the Licensor without further consideration, payment or royalty.

如本协议因第12.2.2(b)条的规定被终止后，被许可方不再存续，且没有任何承继方，则许可方应自动获得被许可方改进以及许可方改进的完整所有权。被许可方应将其在被许可方改进和许可方改进中所拥有的相关权利和所有性权益全部转让给许可方，且无需支付任何对价、款项或专利使用费。

## ARTICLE XIII MISCELLANEOUS

### 第十三条 其他

#### 13.1 Governing Law 适用法律

This Agreement shall be governed by and construed in accordance with the laws of the Singapore.  
本协议应受新加坡法律管辖，并根据新加坡法律解释。

#### 13.2 Dispute Resolution 争端解决

(a) In the event that any dispute, arises between the Parties under or in connection with this Agreement (“Dispute”), including (without limitation) any question regarding the formation, existence, validity, performance or termination of this Agreement, any Party may refer the Dispute promptly to the other Party (“Dispute Referral”) in an effort to resolve such Dispute through discussions between the Parties. In the event that a settlement is not reached within sixty (60) days of the Dispute Referral, any Party to the Dispute may apply the provisions of Article 13.2(b).

如果双方之间因本协议发生或发生与本协议相关的任何争议、纠纷或索赔（下称“争议”），包括（但不限于）有关本协议的成立、存在、有效性、履行或终止的任何问题，任何一方应立即将争议提交另一方（下称“争议提交”），努力通过双方之间的友好协商解决争议。如果在前述争议提交后六十（60）日内没有达成解决方案，任何争议一方可以适用第13.2(b)条的约定。

(b) In the event that the Parties are unable to resolve any Dispute in accordance with Article 13.2(a), either Party to the Dispute shall have the right to initiate arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre (the “Rules”) in force when the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The claimant shall appoint one arbitrator, the respondent shall appoint the second arbitrator, and the third arbitrator who shall act as the presiding arbitrator shall be appointed by the President of the Singapore International Arbitration Centre in accordance with the Rules. The arbitration proceedings shall be conducted in Chinese and English.

如果双方无法依照第13.2(a)条解决任何争议，则任何一方应有权将争议提交仲裁，根据仲裁通知提交时有效的《新加坡国际仲裁中心机构仲裁规则》（下称“仲裁规则”）在新加坡通过仲裁解决（仲裁通知的提交应该遵守仲裁规则）。

仲裁员人数应为三（3）人。仲裁申请方应指定一名仲裁员，仲裁被申请方指定一名仲裁员，第三名仲裁员应担任首席仲裁员，并由新加坡国际仲裁中心院长依照**仲裁规则**指定。仲裁程序应使用汉语和英语。

- (c) Any decision or award of the arbitration tribunal shall be final and binding upon the Parties to the arbitration proceedings. The Parties hereby waive, to the extent permitted by law, any rights to appeal against such award or to have such award reviewed by any court or arbitration or administrative tribunal. Each Party agrees that such arbitration award may be enforced against it and its assets wherever they may be found.

仲裁庭做出的任何决定或裁定对仲裁程序参加方都是终局的，且具有约束力。**双方**特此在法律允许的范围内放弃就裁决提起上诉的权利，以及使该裁决在任何法院、仲裁庭或行政裁判庭进行审查的权利。**双方**同意仲裁裁决可以针对其或针对其财产在其财产所在地得到强制执行。

- (d) In rendering their decision, the arbitrators shall consider the intent of the Parties insofar as it can be determined from this Agreement.

仲裁员在作出裁决时，应考虑可从本**协议**判断得出的**双方**意图。

- (e) Unless the arbitration tribunal decided otherwise, the costs of the arbitration proceedings (including, without limitation, the fees and expenses of lawyers and other professionals) shall be borne by the losing Party.

除非仲裁庭另有裁决，否则仲裁程序的费用和开支（包括但不限于律师费和其他专业人士费用）应当由败诉方承担。

- (f) When any Dispute occurs or when any Dispute is under arbitration, except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

当任何**争议**产生或任何**争议**在仲裁时，除**争议**中的事项，**双方**应继续在本**协议**项下行使各自的其他权利和履行各自的其他义务。

- (g) Without limiting the authority conferred on the arbitral tribunal by this Agreement and the rules specified above, each Party will have the right at any time to immediately seek injunctive relief or award of specific performance against the other Party in any court or other tribunal of competent jurisdiction.

在不限制本**协议**和上述规则所赋予仲裁机构的权威的前提下，任**一方**有权在任何时候立即向任何有管辖权的法院或其他机构寻求针对另一**方**的禁令救济或实际履行的裁定。

### 13.3 Notices 通知

- (a) Unless otherwise stated, any notice under this Agreement shall be in writing and addressed and delivered to the other Party in accordance with this Article 13.3 (or to

such other address or facsimile number as the Parties may substitute by notice after the date of this Agreement).

除非另有约定，本协议项下的任何通知应当以书面形式发出，并按本第13.3条约定注明收件人和地址并交付另一方（或交付本协议日期后双方通知替代的其他地址或传真号码）。

If to Licensor (发给许可方)

Maxeon Solar Pte. Ltd.  
Attention: Peter Aschenbrenner  
Email: peter.aschenbrenner@maxeon.com

Maxeon Solar Pte. Ltd.  
收件人：Peter Aschenbrenner  
电子邮件：peter.aschenbrenner@maxeon.com

With a copy to: General Counsel  
Email: LegalNotice@maxeon.com  
抄送：总法律顾问  
电子邮件：LegalNotice@maxeon.com  
Zhonghuan Singapore Investment and Development Pte. Ltd.

Attention: Wei Ren  
Email: [renwei@tzeco.com](mailto:renwei@tzeco.com)

If to Licensee (发给被许可方):

Attention: Yue Zhao  
Email: [yue.zhao@tzeco.com](mailto:yue.zhao@tzeco.com)

中环新加坡投资发展私人有限公司  
收件人：任伟  
电子邮件：[renwei@tzeco.com](mailto:renwei@tzeco.com)  
收件人：Yue Zhao  
电子邮件：[yue.zhao@tzeco.com](mailto:yue.zhao@tzeco.com)

- (b) All notices or other communications under this Agreement shall be deemed to be duly given or delivered (a) in the case of communication by letter, when delivered by hand, courier or by express delivery (with return receipt requested) or (b) in the case of communication by facsimile, when transmitted properly to such facsimile number (as shown on the relevant machine-generated transmission report).

本协议项下的所有通知或其他通讯应在以下情况下被视为适当发出或送达：(a)如以信函形式，在以专人递交、快件或快递（要求回执）方式送达时；或(b)如以

传真形式，在适当传输至有关传真号码（依有关机器生成的传输报告显示为准）时。

- (c) A notice or other communication received on a non-working day or after 5:00 p.m. in the place of receipt shall be deemed to be served on the next following normal working day in such place.

如果通知或其他通信在接收地的非工作日或下午5:00点之后收到，则应视为在当地下一正常工作日送达。

#### 13.4 Force Majeure 不可抗力

- (a) A Party shall not be considered to be in breach of any obligation under this Agreement when and to the extent that performance of such an obligation is prevented, whether wholly or in part, by any event of Force Majeure which arises after the date of this Agreement, and shall be entitled in such a situation to suspend performance of such an obligation under this Agreement.

如果一方由于本协议签署日后发生的不可抗力事件受阻不能全部或部分履行其在本协议项下的任何义务，该一方不应被视为构成对本协议项下该项义务的违约，并且该一方有权在此情况下暂停履行该项义务。

- (b) If a Party relies on the occurrence of an event of Force Majeure as a basis for being excused from performance of any of its obligations under this Agreement, then such Party so affected shall:

如果一方（受影响方）将发生不可抗力事件作为其免于履行本协议下任何义务的依据，则受影响方应当：

- (i) give prompt notice to the other Party of the occurrence of the event of Force Majeure, giving an estimation of its expected duration and the probable impact on the performance of such an obligation;

立即通知另一方发生了不可抗力事件，并说明预计持续时间和对其履行该项义务可能造成的影响；

- (ii) make all reasonable efforts to continue to perform its other obligations hereunder;

尽所有合理努力继续履行其在本协议项下的其他义务；

- (iii) make all reasonable efforts to overcome the event of Force Majeure excusing performance;

尽所有合理努力克服使其免于履行义务的不可抗力事件；

- (iv) make all reasonable efforts to mitigate or limit the damage to the other Parties and the Company;

尽所有合理努力减少或减轻对另一方的损害；

- (v) provide periodic updates to the other Party on the matters in (i), (ii), (iii) and (iv); and

就第(i)、(ii)、(iii)和(iv)项的事宜向另一方作出定期通报；以及

(vi) give prompt notice to the other Parties on the cessation of the event of Force Majeure or of the adverse effects thereof on the affected Party's performance of the relevant obligation.

在不可抗力事件终止时，或不再对受影响方履行有关义务产生不利影响时，立即通知另一方。

### 13.5 Entire Agreement

#### 完整协议

This Agreement, together with all annexes, exhibits, and schedules hereto and thereto, constitute the entire agreement among the Parties with respect to the subject matter thereof, and shall replace and supersede all prior agreements, understandings and representations written or oral, with respect thereto.

本协议及其后附附表、附件和附录构成双方之间有关本协议项下事项的完整的协议；取代并替代有关本协议项下事项的所有先前的书面或口头的协议、理解和陈述。

### 13.6 Severability

#### 可分割性

(a) In the event that any term, condition, or provision of this Agreement is held to be or become invalid or be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and the Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. The validity and enforceability of the other provisions shall not be affected thereby. In such case or in the event that this Agreement should have a gap, the Parties shall agree on a valid and enforceable provision completing this Agreement, coming as close as possible to the economic intentions of the Parties. In the event of a partial invalidity, the Parties agree that this Agreement shall remain in force without the invalid part. This shall also apply if parts of this Agreement are partially invalid or unenforceable.

若本协议任何条款、条件或规定被认定为或成为无效或违反任何适用法律、法规或规定，该等条款、条件或规定应被视为从本协议中删除，且不具有法律效力；但本协议仍应继续完全有效，如同本协议自始从未包含该等条款、条件或规定。本协议其他条款的有效性和可执行性不受影响。该等情况下或当本协议存在空白时，双方应达成一个有效并可执行的条款以完善本协议，尽可能接近双方的经济目的。若存在部分无效的情况，双方同意本协议应继续有效，如同无效部分不存在。这同样适用于本协议的某部分被认定为部分无效或不可执行的情况。

(b) The Parties acknowledge and agree that the provisions contained in Article 2.1 hereof are necessary to assure that the Licensor receive the benefit of its bargain with respect to the subject matter of this Agreement and therefore intend that the provisions

contained in Article 2.1 be enforced as written to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If the final judgment of a governmental authority of competent jurisdiction declares that any term or provision contained in Article 2.1 is invalid or unenforceable in any material respect, or makes any material modification to such article as contemplated by the next sentence of this section, at the option of the Licensor (to be exercised within thirty (30) days of a final judgment modifying or invalidating all or any part of Article 2.1) the Licensor may terminate this Agreement. Subject to the ability of the Licensor to make the election provided above, the governmental authority shall have the power to reduce the scope, duration or area of such term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision contained in Article 2.1 with a term or provision that is valid and enforceable in such jurisdiction and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and the provisions contained in Article 2.1 shall be enforceable in such jurisdiction as so modified after the expiration of the time within which the judgment may be appealed, without invalidating the remaining provisions contained in Article 2.1 or affecting the validity or enforceability of such provision in any other jurisdiction.

**双方**确认并同意本协议第2.1条规定的义务对于保证**双方**取得与本协议内容有关的交易利益是必要的，因此拟将第2.1条规定按其书面约定在申请执行的每一法域所适用的法律和公共政策所允许的范围内，被最大限度执行。如最终政府有权机关宣布第2.1条的任何条款或规定在任何实质方面无效或不能被强制执行，或者按照本段下一句话对第2.1条作出了任何实质修改，则由任**一方**可选择（在修改或确定第2.1条规定或部分规定无效的最终判决将作出后三十（30）日之内将被行使），任**一方**可以终止本协议。受限于**一方**进行上述选择的能力，政府机关应当有权减少该条款或规定的范围、期限或地区、删除特定字词或短语、亦或是用在该法域有效并能强制执行且最接近原条款本意的条款或规定替换第2.1条中无效或不能被强制执行的条款或规定。在该法域的判决上诉期届满后，第2.1条中经过上述修改的部分规定在该法域具有可执行性，且不会导致第2.1条中余下规定被认定无效或影响该条款在任何其他法域的效力或可执行性。

### 13.7 Amendment 修订

This Agreement may be amended by an instrument in writing signed by each Party. This Agreement shall not be modified, amended, canceled or altered in any other way, and may not be modified by custom, usage of trade or course of dealing. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration so long as the same shall be in writing and executed by the Parties.

本协议可由**双方**签署书面文据予以修改。本协议不受任何其它形式的修改、变更、解除或改变，不受任何惯例、商业惯例或交易习惯的变更。对本协议的任何修改或变更应对**双方**具有约束力，即使缺少对价，只要该等修改或变更是书面的并由**双方**签署。

### 13.8 Assignment 转让

Neither this Agreement, nor any rights under this Agreement, may be assigned or otherwise transferred by any Party, in whole or in part, whether voluntary, or by operation of non-compulsory law, except, with respect to a Party that is an original signatory to this Agreement on the date of this Agreement, in connection with a change of control of such Party (whether by means of a merger, consolidation, purchase of substantially all the stock or assets, reorganization or similar transaction or series of transactions), other than as set forth herein, and subject to the rights of the non-assigning Party under Article 12.2.2(c). Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each Party and its respective successors and permitted assigns.

任何一方不得完全或部分地转让或以任何形式转移本协议或本协议项下任何权利，无论是自愿的或是依据非强制性法律，但因在本协议签署之日作为本协议原始签署方的一方发生控制权变更（因合并、兼并、大部分股权或资产的购买、重组或相似的一项或多项交易）而导致的转让除外，但因受限于本协议第12.2.2(c)条所规定非转让方的权利。受限于上述规定，本协议将对每一方及其各自的继承者和被允许的受让方具有约束力，并为保障其利益而订立。

### 13.9 Third Party Benefits 第三方利益

This Agreement shall be binding upon, and inure to the benefit of, each of the Parties and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, shall be deemed to confer any right or remedy upon, or obligate any Party to, any person or entity other than the Parties and their respective successors and permitted assigns.

本协议应对双方及其各自的承继人及许可的受让人有约束力，并确保他们的利益。本协议任何条款，明示或暗示地，均不应被视为确认，或要求任何一方确认双方及其各自的承继人及许可的受让人之外任何人或实体的权利或救济。

### 13.10 Waiver 放弃

No failure to exercise and no delay in exercising of any right or power of a Party under this Agreement, nor any single or partial exercise of such right or power, nor the exercise of any other right or power of such Party, shall operate as a waiver of such right or power. No waiver by any Party of any of its rights or powers, and no waiver by any Party of the other Party's obligations, under this Agreement shall be effective unless it is made in writing.

一方未行使或迟延行使其在本协议项下的任何权利、权力，或仅单独或部分行使该权利或权力，或该一方行使了任何其他权利或权力，均不构成对该权利或权力的放

弃。除非以书面形式作出，否则一方放弃其在本协议项下的任何权利或权力，或一方对另一方在本协议下义务作出弃权，均为无效。

### 13.11 Language and Counterparts 语言和文本

This Agreement is executed in English and Chinese in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Both language versions shall be equally authentic and each Party acknowledges that it has reviewed both language texts and that they are the same in all material respects. In the event of a discrepancy between the Chinese and English versions of this Agreement, then both versions shall be read to reconcile as closely as possible the original intent of the Parties.

本协议签署中、英文两种文本，每种文本一式一份或多份副本，每一份均为原件，所有副本共同构成同一份协议。双方确认，两种语言文本同等真实有效并已由双方审阅过，有关其重要事项的内容完全相符。如果中文和英文文本有不一致之处，两种文本应尽可能依照与双方最初的缔约意图最接近的方式解读。

### 13.12 Interpretation 解释

- (a) In this Agreement: (i) headings are for convenience of reference only and shall not affect the interpretation of the provisions of this Agreement except to the extent that the context otherwise requires; (ii) words importing the singular shall include the plural and vice versa; (iii) words denoting individuals shall include any form of entity and vice versa; (iv) words denoting any gender shall include all genders; (v) where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a Business Day, then that act, matter or thing shall be carried out or performed on the next following Business Day; (vi) unless specified otherwise, any reference herein to any Article, Section, clause, sub-article, sub-clause, Schedule or Exhibit shall be deemed to be a reference to an Article, Section, clause, sub-article, sub-clause, Schedule or Exhibit of this Agreement; (vii) any reference to any agreement, document or instrument shall refer to such agreement, document or instrument as amended, modified or supplemented; (viii) the words “include,” “including” and the derivations thereof shall not be limiting and shall be deemed to be followed by the phrase “without limitation;” and (ix) where there is any inconsistency between the definitions set out in this clause and the definitions set out in any Article, Section, clause, sub-article, sub-clause, Schedule or Exhibit, then for the purposes of construing such Article, Section, clause, sub-article, sub-clause, Schedule or Exhibit, the definitions set out therein shall prevail.

本协议中，（1）各部分的标题仅为索引方便而设，标题不影响对本协议条款的解释，本协议另有相反要求的除外；（2）单数形态的词语应包括其复数，反之亦然；（3）代表个人的词语应包括任何形式的实体，反之亦然；（4）指



示任一性别的词语应涵盖所有性别；（5）若本协议要求在任一日期履行或进行任何行为、事务或事项但该指定日期非为**工作日**，则该等行为、事务或事项应于该等日期后首个**工作日**进行或履行；（6）除非另有相反约定，凡本协议项下提及任何章、节、条、款、项、附件或附录，均应被视为提及本协议的章、节、条、款、项、附件或附录；（7）凡提及任何协议、文件或文书均指经修改、修订或补充的该等协议、文件或文书；（8）词语“包含”、“包括”及其任何变形不应有限，应被视为其后紧跟着“但不限于”一句；及（9）若本条款中任何定义与任何章、节、条、款、项、附件或附录中的定义不一致，为解释该等任何章、节、条、款、项、附件或附录之目的，应以该等任何章、节、条、款、项、附件或附录中的定义为准。

- (b) Should any provisions of any Exhibits be susceptible to several interpretations, they shall be interpreted in such a way that the practical performance of all Exhibits and this Agreement shall be mutually compatible.

如果任何附件的任何条款可以有多种解释，则应按照所有附件和本协议的**实际履行相互一致的方式**解释。

- (c) In the event of any inconsistency between this Agreement and any of the Exhibits where the desired result of Article 13.12(b) cannot be achieved, the provisions of this Agreement shall prevail.

如果本协议和任何附件存在任何抵触，从而使第13.12(b)条所希望达到的结果无法实现，则应以本协议约定为准。

- (d) The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

**双方**同意，其在本协议的谈判、制作和签署过程中由律师代理，因此放弃适用规定协议或其他文件中有不明确的规定应按照不利于起草该协议或文件的一方进行解释的任何法律、法规、决定或解释原则。

### 13.13 Cumulation of Remedies 累积救济

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

本协议项下提供的权利和救济与法律项下任何权利或救济是累积的，而非排他的。

### 13.14 Equitable Relief 衡平救济

The Parties agree that irreparable damage would occur if any provision of this Agreement including the confidentiality obligations under ARTICLE XI, were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of such provisions or to enforce specifically the performance of such provisions before any court of competent jurisdiction in addition to any other remedy to which they are entitled, without the necessity of posting a bond.

**双方**同意，若不按照本**协议**条款履行本**协议**任何条款（包括第十一条保密条款），可能造成无法弥补的损失，该等情况下，除其拥有的任何其他救济外，**双方**应有权向任何有管辖权的法院寻求一项或多项禁令，以制止对该等条款的违反或要求强制履行任何条款，且无须提供任何担保。

13.15 Disclaimer of Agency  
非代理关系免责

This Agreement shall not be deemed to constitute any Party the agent of the other Party.

本**协议**不应被视为导致任何一方成为另一方的代理人。

*[Signature page follows]*

[以下为签字页]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.  
有鉴于此，双方已于文首所载日期签署本协议。

**Licensor/许可方**

**Maxeon Solar Pte. Ltd.**

By/签字： /s/Kai Strohbecke

Name/姓名： Kai Strohbecke

Title/职务： Director

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.  
有鉴于此，双方已于文首所载日期签署本协议。

**Licensee/被许可方**

**Zhonghuan Singapore Investment and Development Pte. Ltd.**

**中环新加坡投资发展私人有限公司**

By/签字： /s/ Qin Shilong

Name/姓名： Qin Shilong

Title/职务： Director

Exhibit 1 – Titles of Existing Patent Rights  
附件一—**现有专利权名称**

Exhibit 2 – List of the Existing Licensed Trademarks  
附件二 – 现有被许可商标清单

1. “SUNPOWER”

2.

SUNPOWER

3. “MAXEON”

Exhibit 3 – The roles and responsibilities the Parties in UPP technology/product roadmap/definition/development/deployment  
附件三 –双方在UPP技术/产品路线图/定义/开发/部署方面的作用和责任

Exhibit 3 – The roles and responsibilities the Parties in UPP technology/product roadmap/definition/development/deployment  
附件三 –双方在UPP技术/产品路线图/定义/研发/部署方面的作用和责任

	<b>Maxeon</b>	<b>HSPV 环晟光伏</b>	<b>Remarks 备注</b>
Technology Roadmap 技术路线图	Co-own 共有	Co-own 共有	HSPV primarily determine the pace. 环晟光伏主要决定工作节奏
Innovation 创新	Co-own 共有	Co-own 共有	Some of the innovation may be market specific (e.g. US market). 部分创新可能针对特定市场（例如美国市场）
Product Definition/Configuration 产品定义/配置	Co-own 共有	Co-own 共有	Each party is responsible for the relevant requirements of its markets served. 每一方负责其所服务市场的相关要求
Development (SG2-SG4) 研发 (SG2-SG4)	Participation 参与	Primary owner 主要所有者	Execute at HSPV with MAXN participation (including reviewing progress). 在环晟光伏执行，MAXN参与（包括审查进展）
Continuous Improvement 持续改进	Monitor 监督	Own 自有	Maxeon will adopt. Provide inputs as needed. Maxeon将采纳。根据需要提供意见
IP Filing & Protection 知识产权申请与保护	Co-own 共有	Co-own 共有	Jointly determine the strategy and each party execute the decisions accordingly. 共同确定策略，双方根据决定执行

Exhibit 4 – Designated Sub-licensees  
附件四 – 指定的被分许可方

1. Huansheng Photovoltaic (Jiangsu) Co. Ltd., a joint venture company incorporated and registered in the PRC, whose principal place of business is No. 20, Wenzhuang Road, Yixing Economic Development Zone, Jiangsu Province.  
环晟光伏（江苏）有限公司，一家在**中国**组建并注册的合资公司，其主要营业地位于江苏省宜兴经济技术开发区文庄路20号。
2. Huansheng New Energy (Jiangsu) Co. Ltd., a company incorporated and registered in the PRC, whose principal place of business is West of Bianzhuang Village Road, Yixing Economic Development Zone, Jiangsu Province.  
环晟新能源（江苏）有限公司，一家在**中国**组建并注册的公司，其主要营业地位于江苏省宜兴经济技术开发区边庄村路西。
3. Huansheng New Energy (Tianjin) Co., Ltd., a company incorporated and registered in the PRC, whose principal place of business is No.750, Shenzhou Avenue, Future Science and Technology Park (South), Binhai High-tech Zone, Tianjin.  
环晟新能源（天津）有限公司，一家在**中国**组建并注册的公司，其主要营业地位于天津滨海高新区未来科技城南区神舟大道750号。
4. Any new Designated Sub-licensee as notified by the Licensee in accordance with Article 4.1(a).  
**被许可方**根据第4.1(a)条通知的任何新的**指定的被分许可方**。



Exhibit 5 – Description of Existing Licensee’s Improvements  
附件五 – 现有被许可方改进描述

Tools update, development of new process and P-Series Products, changes in bill of materials (BOM), new know-how, etc.  
生产工具更新、新工艺和P系列产品的开发、物料清单 (BOM) 的变更、新技术诀窍等。

Subject to the terms and conditions of Existing Agreements, patents listed below.  
受制于现有协议的条款和条件，以下所附专利。

## Termination Agreement 终止协议

This Termination Agreement (this “**Agreement**”) is entered into on April 26, 2024 (“**Effective Date**”), by and among:  
本终止协议（本“**协议**”）由以下各方于2024年4月26日（“**生效日**”）签署：

**Maxeon Solar Pte. Ltd.**, a company incorporated and registered in Singapore, with its registered place of business at 8 Marina Boulevard #05-02, Marina Bay Financial Centre 018981, Singapore (“**MSP**”);

**Maxeon Solar Pte. Ltd.**，一家在新加坡组建并注册的公司，其注册营业地点位于新加坡滨海湾金融中心8号滨海大道#05-02，邮编018981（“**MSP**”）；

**Huansheng Photovoltaic (Jiangsu) Co., Ltd.**, a company incorporated and registered in the PRC, whose principal place of business is No. 20, Wenzhuang Road, Yixing Economic Development Zone, Jiangsu Province (“**HSPV**”);

**环晟光伏（江苏）有限公司**，一家在中国组建并注册的公司，其主要营业地位于江苏省宜兴经济技术开发区文庄路20号（“**环晟光伏**”）；

**Huansheng New Energy (Jiangsu) Co., Ltd.**, a company incorporated and registered in the PRC, whose principal place of business is West of Bianzhuang Village Road, Yixing Economic Development Zone, Jiangsu Province (“**HSNE**”);

**环晟新能源（江苏）有限公司**，一家在中国组建并注册的公司，其主要营业地位于江苏省宜兴经济技术开发区边庄村路西（“**环晟新能**”）；

**Huansheng New Energy (Tianjin) Co., Ltd.**, a company incorporated and registered in the PRC, whose principal place of business is No. 750, Shenzhou Avenue, Future Science & Technology Park South, Binhai High-tech Area, Tianjin (“**HSTJ**”);

**环晟新能源（天津）有限公司**，一家在中国组建并注册的公司，其主要营业地位于天津滨海高新区未来科技城南区神舟大道750号（“**环晟天津**”）；

**Maxeon Solar Technologies, Ltd.**, a company organized under the laws of Singapore, with its registered place of business at 8 Marina Boulevard #05-02, Marina Bay Financial Centre 018981, Singapore (“**MST**”);

**Maxeon Solar Technologies, Ltd.**，一家根据新加坡法律组建的公司，其注册营业地位于新加坡滨海湾金融中心8号滨海大道#05-02，邮编018981（“**MST**”）；

**TCL Zhonghuan Renewable Energy Technology Co., Ltd.**, formerly named “Tianjin Zhonghuan Semiconductor Co., Ltd.”, a company incorporated and registered in the PRC, whose principal place of business is No. 12, Haitai East Road, Huayuan Industrial District (outside the ring), Tianjin New Technology Industrial Park, Xiqing District, Tianjin (“**TZE**”); and

**中环新能源科技股份有限公司**，原名天津中环半导体股份有限公司，一家在中国组建并注册的公司，其主要营业地位于天津市西青区新技术产业园区华苑产业区(环外)海泰东路12号 (“**TCL中环**”)；和

**SunPower Systems International Limited**, a company organized under the laws of Hong Kong, with its registered place of business at Suite 3201, Jardine House, 1 Connaught Place, Central, Hong Kong (“**SPSI**”).

**SunPower Systems International Limited**，一家根据香港法律组建的公司，其注册经营地址位于香港中环康乐广场1号怡和大厦3201室 (“**SPSI**”)。

The above parties are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

上述各方以下合称为“**各方**”，单独称为“**一方**”。

## RECITALS 序言

WHEREAS:

鉴于：

- (A) On February 22, 2017, SunPower Corporation and HSPV entered into an Intellectual Property License Agreement, which was amended and restated on February 8, 2021, whereby MSP granted a license of its innovative and proprietary technology in the manufacturing and management of P-Series Products to HSPV (the “**HSPV License Agreement**”). On February 8, 2021, MSP and HSNE entered into an Intellectual Property License Agreement on the same terms and conditions as the HSPV License Agreement (the “**HSNE License Agreement**”).

2017年2月22日，SunPower Corporation和**环晟光伏**签署了一份知识产权许可协议，该协议于2021年2月8日进行了修订和重述，MSP据此将其在制造和管理**P系列产品**方面的创新和专有技术许可给**环晟光伏**（下称“**环晟光伏许可协议**”）。2021年2月8日，MSP与**环晟新能**按照与**环晟光伏许可协议**相同的条款和条件签订了一份知识产权许可协议（下称“**环晟新能许可协议**”）。

- (B) On February 22, 2017, HSPV, SPSI, TZE and certain other parties entered into a Business Activities Framework Agreement, which was amended, novated and restated as an agreement among HSPV, HSNE, MST, TZE and SPSI on February 8 2021 (as further amended on November 15, 2021), with respect to the manufacturing, marketing and distribution of P-Series Products manufactured with the Licensed Technology under the HSPV License Agreement and the HSNE License Agreement (the “**Framework Agreement**”).

2017年2月22日，**环晟光伏**、**SPSI**、**TCL中环**和其他若干方签署了一份商业活动框架协议，该协议于2021年2月8日经修订、更新和重述为**环晟光伏**、**环晟新能**、**MST**、**TCL中环**和**SPSI**之间的协议（并于2021年11月15日进一步修订），涉及使用

**环晟光伏许可协议和环晟新能许可协议项下的被许可技术制造的P系列产品的制造、营销和分销（下称“框架协议”）。**

- (C) On February 22, 2017, HSPV and SPSI entered into a P-Series Products Offshore Master Supply Agreement, which was amended, novated and restated as an agreement among HSPV, HSNE, MST and SPSI on February 8, 2021 (as further amended on November 15, 2021 and December 31, 2023 respectively), whereby HSPV and HSNE shall sell to MST and SPSI, and MST and SPSI shall purchase from HSPV and HSNE, the P-Series Products (the “MSA”).

2017年2月22日，环晟光伏和SPSI签署了P系列产品境外供货主协议，该协议于2021年2月8日经修订、更新和重述为环晟光伏、环晟新能、MST和SPSI之间的协议（并分别于2021年11月15日和2023年12月31日进一步修订），根据该协议，环晟光伏和环晟新能应向MST和SPSI出售P系列产品，而MST和SPSI应向环晟光伏和环晟新能购买P系列产品（下称“供货主协议”）。

- (D) On October 22, 2022, HSPV, HSNE, HSTJ, MST, TZE and SPSI entered into a Preliminary Agreement of IP Licensing and Business Collaboration, whereby HSTJ was granted a license of the Licensed Technology on the same terms and conditions as the HSPV License Agreement and HSNE License Agreement, and the terms and conditions of the Framework Agreement and MSA respectively shall apply to HSTJ (the “HSTJ Agreement”, and together with the HSPV License Agreement, the HSNE License Agreement, the Framework Agreement and the MSA, the “Existing Agreements”).

2022年10月22日，环晟光伏、环晟新能、环晟天津、MST、TCL中环和SPSI签署了一份知识产权许可及业务合作初步协议，根据该协议，环晟天津以与环晟光伏许可协议和环晟新能许可协议相同的条款和条件被授予了被许可技术的许可，并且框架协议和供货主协议的条款和条件分别适用于环晟天津（下称“环晟天津协议”，与环晟光伏许可协议、环晟新能许可协议、框架协议和供货主协议一起，合称“现有协议”）。

NOW THEREFORE, for value received, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions as set forth below, and after friendly consultation and negotiation, the Parties hereby agree as follows:

鉴此，基于在此确认已经获得的价值以及其他有效和有价值的对价，特此确认充分并予以接受，根据下文规定的条款和条件，并经友好协商和洽谈，各方特此同意如下：

## AGREEMENT

### 协议

1. On the Effective Date, the HSPV License Agreement and HSNE License Agreement shall terminate and cease to be effective and binding immediately notwithstanding any provisions to the contrary therein, except for Article X (Confidentiality) and Article XII (Miscellaneous) thereof. MSP, HSPV and HSNE shall proceed to cancel the patent license registrations with the China National Intellectual Property Administration under the HSPV License Agreement and HSNE License Agreement respectively as soon as

practical after the Effective Date. It is acknowledged and agreed that, on the Effective Date, a new Intellectual Property License Agreement is entered into between MST and an Affiliate of TZE for continued license of the Licensed Technology by MSP to HSPV, HSNE and other relevant Affiliates of TZE.

在**生效日**，**环晟光伏许可协议**和**环晟新能许可协议**应立即终止并停止生效和具有约束力，无论其是否有任何相反规定，但其中的第十条（保密）和第十二条（其他）除外。**MSP、环晟光伏和环晟新能**应在**生效日**后尽快向中国国家知识产权局办理**环晟光伏许可协议**和**环晟新能许可协议**项下专利许可备案的注销。**各方**特此确认并同意，在**生效日**，**MSP和TCL中环**的某一家**关联方**将签署一份新的知识产权许可协议，由**MSP**继续向**环晟光伏、环晟新能**和**TCL中环**其他相关**关联方**授予**被许可技术**的许可。

2. On the Effective Date, the Framework Agreement shall terminate and cease to be effective and binding immediately notwithstanding any provisions to the contrary therein, except for Section 9 (Confidentiality and Non-compete) and Section 10 (Notice) through Section 22 (Severability) thereof.

在**生效日**，**框架协议**应立即终止并停止生效和具有约束力，无论其是否有任何相反规定，但其中第9条（保密和不竞争）和第10条（通知）至第22条（可分割性）除外。

3. On the Effective Date, the MSA shall terminate and cease to be effective and binding immediately notwithstanding any provisions to the contrary therein, except for its application to (i) any outstanding Purchase Orders issued thereunder which shall be fulfilled in accordance with the terms thereof, and (ii) any breach of the warranties set out in Section 9 and Section 10 thereof and Schedule 5 thereto. It is acknowledged and agreed that, on the Effective Date, a new DG P-Series Products Master Supply Agreement is entered into among HSPV, HSNE and MST for continued supply of DG Products by HSPV and HSNE to MST.

在**生效日**，**供货主协议**将立即终止并停止生效和具有约束力，无论其是否有任何相反规定，但仍在以下情况适用：(i) 对于根据**供货主协议**发出的任何尚未完成的**采购订单**，这些订单应根据**供货主协议**的条款执行，以及 (ii) 对于**供货主协议**第9条、第10条及其附件5中规定的任何质保的违反。**各方**特此确认并同意，在**生效日**，**环晟光伏、环晟新能**和**MST**将签署一份新的分布式P系列产品供货主协议，由**环晟光伏和环晟新能**继续向**MST**供应**分布式产品**。

4. On the Effective Date, the HSTJ Agreement shall terminate and cease to be effective and binding immediately notwithstanding any provisions to the contrary therein, except for Clause 4 thereof to the extent it incorporates the sections of the Framework Agreement that remain in effect under Clause 2 of this Agreement.

在**生效日**，**环晟天津协议**将立即终止并停止生效和具有约束力，无论其是否有任何相反规定，但其第4条援引的**框架协议**中根据本**协议**第2条依然有效的部分内容除外。

5. The confidentiality obligations in Article X of the HSPV License Agreement apply to this Agreement and shall be incorporated into this Agreement by this reference. Without limiting the preceding sentence, none of the Parties may issue any press-release or notice to regulatory authorities in relation to the termination of the Existing Agreements without the prior written approval of the other Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing provisions, MST and TZE or their affiliates may, without the approval of the other Parties, as required under the applicable laws and regulations (including, but not limited to the rules of NASDAQ and the rules of Shenzhen Securities Exchange) (i) make appropriate announcement(s) of the termination of the Existing Agreements on the NASDAQ or the Shenzhen Securities Exchange; and (ii) publish the aforesaid announcement(s) on the official website of the MSP and TZE (as the case may be), provided that such announcement(s) shall be provided to the other Parties for review and comments before the publication.

**环晟光伏许可协议**第十条中的保密义务适用于本**协议**，并通过本条援引而纳入本**协议**。在不限制前述内容的前提下，未经其他**各方**事先书面同意，任何一方不得发布与终止**现有协议**相关的任何新闻稿或向监管机构发出通知，而其他**各方**不得合理地拒绝同意。尽管有前述规定，根据适用法律法规（包括但不限于纳斯达克规则和深圳证券交易所规则）的要求，**MST**和**TCL中环**或其关联方可以在未经其他**各方**同意的情况下：(i) 在纳斯达克或深圳证券交易所对**现有协议**的终止发布适当的公告，且 (ii) 在**MSP**和**TCL中环**（视情况而定）的官方网站上发布上述公告，但在发布前应向其他**各方**提供此类公告以供审阅和发表意见。

6. Article XII (Miscellaneous) (except for Article 12.6(b) (Severability) and Article 12.16 (Filings)) of the HSPV License Agreement and the “notice” clauses of the other Existing Agreements shall be incorporated and integrated into this Agreement.

**环晟光伏许可协议**的第十二条（其他）（除了第12.6(b)条（可分割性）和第12.16条（备案））以及其他**现有协议**的“通知”条款应纳入和并入本**协议**。

7. Capitalized terms used but not defined in this Agreement shall have the meaning assigned to them in the Existing Agreements.

本**协议**中使用但未定义的术语应具有**现有协议**中规定的含义。

8. This Agreement shall take effect on the Effective Date.

本**协议**自**生效日**起生效。

9. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, but all of which is one and the same document. Transmission of images of signed signature pages by e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

本协议可以签署一份或多份副本，每份副本均视为原件，但所有副本共同构成一份文件。通过电子邮件或其他电子方式传输已签署的签字页图像与当面交付手动签署的文件具有同等效力。

*[Signature page follows]*

[以下是签字页]

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

有鉴于此，各方已于文首所载日期签署本协议。

**Maxeon Solar Pte. Ltd.**

By/签字： /s/ Kai Strohbecke

Name/姓名： Kai Strohbecke

Title/职务： Director



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

有鉴于此，各方已于文首所载日期签署本协议。

**Huansheng Photovoltaic (Jiangsu) Co., Ltd**  
**环晟光伏（江苏）有限公司**

By/签字： /s/ Zhao Yue

Name/姓名： Zhao Yue

Title/职务： Legal Representative

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

有鉴于此，各方已于文首所载日期签署本协议。

**Huansheng New Energy (Jiangsu) Co., Ltd.**  
**环晟新能源（江苏）有限公司**

By/签字： /s/ Zhao Yue

Name/姓名： Zhao Yue

Title/职务： Legal Representative

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

有鉴于此，各方已于文首所载日期签署本协议。

**Huansheng New Energy (Tianjin) Co., Ltd.**  
**环晟新能源（天津）有限公司**

By/签字： /s/ Zhao Yue

Name/姓名： Zhao Yue

Title/职务： Legal Representative

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

**有鉴于此，各方已于文首所载日期签署本协议。**

**TCL Zhonghuan Renewable Energy Technology Co., Ltd.**  
**中环新能源科技股份有限公司**

By/签字： /s/ Shen Haoping

Name/姓名： Shen Haoping

Title/职务： Legal Representative

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

有鉴于此，各方已于文首所载日期签署本协议。

**Maxeon Solar Technologies, Ltd.**

By/签字： /s/ William Mulligan

Name/姓名： William Mulligan

Title/职务： Chief Executive Officer

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

有鉴于此，各方已于文首所载日期签署本协议。

**SunPower Systems International Limited**

By/签字： /s/ Peter Aschenbrenner

Name/姓名： Peter Aschenbrenner

Title/职务： Director

**DG P-SERIES PRODUCTS MASTER SUPPLY AGREEMENT**  
**分布式P系列产品供货主协议**

by and among  
由

**HUANSHENG PHOTOVOLTAIC (JIANGSU) CO., LTD**  
**环晟光伏（江苏）有限公司**

**HUANSHENG NEW ENERGY (JIANGSU) CO., LTD.**  
**环晟新能源（江苏）有限公司**

**jointly as the Suppliers**  
**共同作为各供应商**

and  
以及

**MAXEON SOLAR TECHNOLOGIES, LTD.**

**as the Customer**  
**作为客户**

**Dated: April 26, 2024**  
**日期：2024年4月26日**

## DG P-SERIES PRODUCTS MASTER SUPPLY AGREEMENT

### 分布式P系列产品供货主协议

This DG P-Series Products Master Supply Agreement (together with all schedules attached hereto, this “**DG Agreement**”) is made and entered into as of April 26, 2024 (the “**Execution Date**”) by and among Huansheng Photovoltaic (Jiangsu) Co., Ltd, a company organized under the laws of the PRC (“**HSPV**”), Huansheng New Energy (Jiangsu) Co., Ltd., a company organized under the laws of the PRC (“**HSNE**”, together with HSPV, each a “**Supplier**” and together the “**Suppliers**”), and Maxeon Solar Technologies, Ltd., a company organized under the laws of Singapore (“**MAXN**” or the “**Customer**”) (Suppliers and the Customer, each a “**Party**” and collectively the “**Parties**”).

本分布式P系列产品供货主协议（连同所有附件，下称本“**分布式协议**”）于2024年4月\_\_\_\_日（下称“**签署日**”）在环晟光伏（江苏）有限公司，一家依据中国法律组织成立的公司（下称“**环晟光伏**”），环晟新能源（江苏）有限公司，一家依据中国法律组织成立的公司（下称“**环晟新能**”，连同**环晟光伏**，分别被称为一家“**供应商**”，合称为“**各供应商**”），以及Maxeon Solar Technologies, Ltd.，一家依据新加坡法律组织成立的公司（下称“**MAXN**”或“**客户**”）之间签署（**各供应商**和**客户**，分别被称为“**一方**”，合称为“**各方**”）。

## RECITALS

### 前言

WHEREAS, Suppliers are engaged in the business of developing, producing, selling and marketing shingled-cell photovoltaic module products using an innovative type of shingled-cell photovoltaic technology licensed by Maxeon Solar Pte. Ltd., a subsidiary of MAXN (“**P-Series Products**”) and are owning and operating production facilities for P-Series Products in Yixing, Jiangsu.

鉴于，各**供应商**采用MAXN的子公司Maxeon Solar Pte. Ltd.许可的一种新型的叠层光伏技术从事叠层光伏组件产品（下称“**P系列产品**”）的研发、制造、销售和营销活动，并在江苏省宜兴拥有和运营**P系列产品**的生产工厂。

WHEREAS, on February 8, 2021, the Parties, TCL Zhonghuan Renewable Energy Technology Co., Ltd. (formerly named Tianjin Zhonghuan Semiconductor Co., Ltd., “**TCL Zhonghuan**”) and SunPower Systems International Limited (“**SPSI**”) entered into a Business Activities Framework Agreement (Amended, Novated and Restated) (as further amended by that certain Amendment of Business Activities Framework Agreement dated November 15, 2021, the “**Framework Agreement**”) and a P-Series Products Offshore Master Supply Agreement (as further amended by that certain Amendment of P-Series Products Offshore Master Supply Agreement dated November 15, 2021 and 2<sup>nd</sup> Amendment of P-Series Products Offshore Supply Agreement dated December 31, 2023, the “**Existing MSA**”) with respect to the sale and purchase of P-Series Products manufactured by the Suppliers and supplied to MAXN and SPSI.



鉴于，各方、TCL中环新能源科技股份有限公司（原名天津中环半导体股份有限公司，下称“TCL中环”）和SunPower Systems International Limited (“SPSI”) 在2021年2月8日签署了关于各供应商制造并向MAXN和SPSI供应P系列产品的销售和购买的《商业活动框架协议（经修订、更新并重述）》（经2021年11月15日《商业活动框架协议之修正案》修订，下称“框架协议”）和一份《P系列产品境外供货主协议》（经2021年11月15日《P系列产品境外供货主协议之修正案》和2023年12月31日《P系列产品境外供货主协议之第二修正案》修订，下称“现有供货主协议”）。

WHEREAS, as of the Execution Date of this DG Agreement, the Parties, TCL Zhonghuan and SPSI have entered into a Termination Agreement to terminate the Framework Agreement and the Existing MSA.

鉴于，截止到本分布式协议签署日，各方、TCL中环和SPSI已签署了一份终止协议，用于终止框架协议和现有供货主协议。

WHEREAS, MAXN and Suppliers maintain continued co-operation on product development of P-Series Products and MAXN will continue designing and selling P-Series Products meeting following criteria: (i) module length no greater than 2.2 meters; (ii) module area no greater than 2.5 square meters; and (iii) module weight no greater than 30 kilograms (“DG Products”).

鉴于，MAXN和各供应商在P系列产品的产品开发上保持持续合作，MAXN将继续设计和销售符合如下标准的P系列产品：(i) 组件长度不超过2.2米；(ii) 组件面积不超过2.5平方米；以及 (iii) 组件重量不超过30公斤（下称“分布式产品”）。

WHEREAS, the Parties wish to enter into this DG Agreement in order to re-define the terms and conditions whereby the Suppliers sell to MAXN, and MAXN purchases from the Suppliers, the DG Products.

鉴于，各方希望签订本分布式协议以重新界定各供应商向MAXN销售和MAXN向各供应商购买分布式产品的条款和条件。

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agrees as follows:

为此，基于良好及有价约因，特此确认充分并予以接受，各方同意达成如下协议：

## AGREEMENT

### 协议

#### 1. Scope of Agreement

##### 协议范围

- 1.1 Sale and Purchase of DG Products. The Customer agrees to purchase from the Suppliers, and the Suppliers agree to sell and supply to the Customer, the DG Products, under the terms and conditions of this DG Agreement. All DG Products

delivered by the Suppliers pursuant to this DG Agreement (whether delivered prior to or after the Execution Date) shall comply with the product descriptions and specifications (excluding warranty period) attached as Schedule 2 (DG Products Description and Specifications) of this DG Agreement, unless otherwise agreed by Customer and the Suppliers in writing. The Suppliers shall not substitute goods or alter configurations or specifications of the DG Products without Customer's prior written consent.

**分布式产品的销售与购买。**客户同意根据本**分布式协议**的条款和条件自**各供应商处购买**，且**各供应商**同意根据本**分布式协议**的条款和条件向**客户**销售及供应**分布式产品**。**各供应商**根据本**分布式协议**交付的所有**分布式产品**（无论其是否交付时间在**签署日**之前或之后）均应符合本**分布式协议附件 2**（**分布式产品**描述和参数）中所规定的（不含保证期部分）或者**客户**与**供应商**另行书面确认的产品描述和参数。未经**客户**事先书面同意，**各供应商**不得对**分布式产品**的货物进行替换或者改变其结构或规格。

- 1.2 Agreement Structure. The Parties acknowledge and agree that (i) this DG Agreement, together with all the schedules hereto, shall be the only contract between them governing the sales and purchase of DG Products; and (ii) this DG Agreement shall constitute a right, and not a commitment or obligation, on the part of the Customer to purchase any particular quantity of DG Products unless and until certain purchase commitments for any DG Products become binding pursuant to the time schedule set out in Schedule 4.

**协议架构。**各方承认并同意，（i）本**分布式协议**及其全部附件应为**各方**之间约束其**分布式产品**销售和采购的唯一合同；并且（ii）本**分布式协议**应仅作为**客户**采购任何特定数量的**分布式产品**的权利，除非和直至**客户**对特定数量**分布式产品**的购买承诺根据本**分布式协议附件 4**中规定的时间表转化为具有约束力的购买承诺和义务。

## 2. Product Roadmap & Demand Forecast

### 产品路线图 & 需求预测

- 2.1 Product Availability. The Suppliers shall maintain and update the product roadmap of DG Products in accordance with the demand and trend of change of market, and produce DG Products with market competitiveness. Should the Suppliers unilaterally decide to discontinue any DG Product, they shall deliver to the Customer at least nine (9) months prior written notice of the date Suppliers intends to discontinue manufacture or sale of such DG Product.

**产品可得性。****各供应商**应根据市场需求和变化趋势更新**分布式产品**的产品路线图，生产具有市场竞争力的**分布式产品**。如**各供应商**单方面决定不再维持某款**分布式产品**，其应在终止该**分布式产品**的制造或销售之日前至少九（9）个月向**客户**发送书面通知。

## 2.2 Product Roadmap

### 产品路线图

- (a) Without jeopardizing any Warranty of DG Products provided by the Suppliers hereunder, the Parties shall collaborate and invest resources to ensure the DG Products are market competitive in terms of performance, reliability, quality and cost. Without jeopardizing any obligation of the Suppliers under Section 2.1 hereunder, the process and responsibilities of developing DG Products are more detailed set out in Schedule 3 (DG Products Development Guidance) hereto.

在不影响各**供应商**在本**分布式协议**下提供的**分布式产品的质保**的前提下，**各方**将合作并投入资源，确保**分布式产品**在性能、可靠性、质量和成本上具有市场竞争力。在不影响各**供应商**在第2.1条项下的义务的前提下，**各方**对**分布式产品**的开发进行投入的流程和责任在本**分布式协议附件3（分布式产品开发指引）**中进行了更细致规定。

- (b) The Parties agree to jointly define a module product roadmap for DG Products, include:

**各方**同意共同确定**分布式产品**的组件产品路线图，包括：

- (i) Expected module models and introduction dates; and

预计的组件模型和引进日期；和

- (ii) Module power levels, construction type, power and electrical configuration.

组件功率级、建造类型、功率和电路布局。

- (c) The Parties shall form a technology and product committee, with representatives from each Party, which will review and recommend changes to the product roadmap.

**各方**应成立技术和产品委员会，其中有来自每一方的代表，将审查和建议对产品路线图的修改。

- (d) Upon the request of the Customer, the Suppliers shall advise the development status of its relevant standard P-Series Products timely and comprehensively to enable the Customer to optimize the NPI process for new DG Products.

应**客户**要求，各**供应商**应及时并全面地告知**客户**其相关标准**P系列产品**的开发状况，以便**客户**为新的**分布式产品**优化新产品导入（NPI）流程。

- (e) the Customer may use the Suppliers technology development platform (pilot lines and production lines, labs, materials, office space and logistics, etc.) on cost basis or at the terms of charge or compensation to be agreed between the Parties from time to time.

**客户**将被允许基于成本或**各方**之间不时达成一致的收费或补偿，使用**各供应商**的技术开发平台（实验线、生产线、实验室、物料和办公空间、物流等）。

- 2.1 The Parties agree that the output of the Suppliers for the DG Products shall be administered based on the Suppliers' production plan and the Customer's demand forecasts and commitment of purchase volume, each provided under Schedule 4 (Offshore DG Demand Forecasting Mechanism) to this DG Agreement.

**各方**同意，**各供应商**的**分布式产品**的产量应根据**各供应商**的生产计划和**客户**根据本**分布式协议附件 4**（境外分布式需求预测机制）提供的需求预测和承诺购买量进行管理。

- 2.2 The Suppliers agree that, once the Customer's purchase commitments for any DG Products become binding pursuant to the time schedule set out in Schedule 4 hereto, they shall supply such DG Products to the Customer in accordance with the terms of this DG Agreement, regardless of any change in its production plan or capacity, market situation or any other developments that may occur thereafter.

**各供应商**同意，一旦**客户**对任何**分布式产品**的购买承诺根据本**分布式协议附件 4**中规定的时间表具有约束力，**各供应商**应根据本**分布式协议**的条款向**客户**供应此类**分布式产品**，无论其生产计划或产能、市场状况或此后可能出现的任何其他情况有何变化。

### 3. Purchase Orders

#### 采购订单

#### 3.1 Purchase Order

##### 采购订单

The Customer shall fulfill its purchase commitments (as determined under Schedule 4 hereto) by issuing purchase orders to the Suppliers in the form attached to Schedule 5 (each, a "**Purchase Order**") and shipping instructions from time to time. A Purchase Order may include forecasted Purchase Price on EXW or DAP (INCOTERMS 2020) basis and such blanket Purchase Order with forecasted Purchase Price will be replaced by a new Purchase Order or divided into Purchase Orders with updated shipping terms prior to shipment. PO Process is attached as Schedule 6 hereof. Any Purchase Order issued in compliance with the terms of this DG Agreement are binding upon the Suppliers and shall be deemed as being automatically accepted by the Suppliers, unless

rejected by Suppliers in writing in two (2) business days with a valid reason that is in compliance with the terms of this DG Agreement.

客户应不时以附件 5 所附格式向各供应商发出采购订单（以下简称“采购订单”）和装运指示以履行其购买承诺（根据本分布式协议附件 4 确定）。采购订单可能包含基于 EXW 或 DAP（国际贸易术语 2020）的预测购买价格，该等含有预测购买价格的空白采购订单将在发货前被新采购订单所替代或被拆分成多个更新了运输条件的采购订单。采购订单流程见本分布式协议附件 6。符合本分布式协议条款发出的任何采购订单对各供应商具有约束力，并应视为被各供应商自动接受；除非供应商在两（2）个工作日内基于符合本分布式协议条款的正当理由给出了书面拒绝。

### 3.2 Changes to Purchase Orders

#### **变更采购订单**

Changes to Purchase Orders such as shipping rescheduling and cancellations, may be made without penalty or additional cost, provided that such changes are made by mutual agreement of the Parties.

变更采购订单（例如装运日期的重排和取消）可以无需支付罚金或额外成本，但前提是此类变更经各方一致同意。

## 4. Delivery

### **交付**

- 4.1 Unless otherwise agreed by the Suppliers and the Customer and reflected in relevant Purchase Order, the Suppliers shall arrange shipment of the DG Products on DAP (INCOTERMS 2020) to the port of destination designated by MAXN in each Purchase Order. The list of ports of destination that may be designated by MAXN and its special requirements for international shipments are set out in Schedule 6 hereto and the Suppliers will comply with them in performing a Purchase Order on DAP (INCOTERMS 2020) basis.

除非各供应商和客户另行同意并反映在相关采购订单中，各供应商应在各采购订单中由 MAXN 指定的目的港按照 DAP（国际贸易术语 2020）装运分布式产品。MAXN 可能指定的目的港清单和国际货运的特别要求在本分布式协议附件 6 规定，且各供应商将在按照 DAP（国际贸易术语 2020）履行采购订单时遵守。

- 4.2 If the Customer place a Purchase Order on EXW (INCOTERMS 2020) basis, the Suppliers shall deliver the DG Products at the locations of the Suppliers' manufacturing facility in Yixing, Jiangsu Province, PRC or any other facilities agreed by the Parties (the “**Facility**”).

如果**客户**按照EXW（国际贸易术语2020）发出一份**采购订单**，**各供应商**应在其**中国江苏省宜兴市的制造工厂**或**各方**约定的其他工厂所在地（下称“**工厂**”）交付**分布式产品**。

## 5. Purchase Price

### 购买价格

- 5.1 The purchase price for the DG Products sold by the Suppliers to the Customers (the “**Purchase Price**”) shall be determined according to Schedule 7 (Determination of the Purchase Price).

由**各供应商**向**客户**销售的**分布式产品**的购买价格（下称“**购买价格**”）应根据**附件 7**（购买价格的确定）确定。

- 5.2 For the purchase of certain quality critical items that will be identified by the Customer, and subject to the new supplier and material qualification process of the Suppliers, the Customer shall have the right to specify the exact materials or equipment recipes (e.g., cell inter-connect material vendor and process recipe for the DG Products supplied to the Customers) and the specific suppliers of such materials or equipment (the “**Critical Suppliers**”). The Suppliers shall procure such materials and equipment only from the suppliers identified by the Customer. Any additional cost for the purchase of such materials and equipment shall be added to the Purchase Price to be paid by the Customer. For a Critical Supplier of any materials identified by the Customer, if the Suppliers have located suitable alternative supplier(s) and alternative materials, the Customer shall work with the Suppliers in good faith to test, certify, trial use and accept such alternative suppliers and materials in accordance with BOM control procedures between the Parties and the best industrial practice, and the Customer shall not refuse without good reason, provided that the Suppliers shall not weaken the Warranty for relevant DG Products and be solely responsible for other costs and risks.

对于将由**客户**确定的某些质量关键项目的采购，受制于**各供应商**的合格供方和物料导入流程，**客户**应有权确定具体的材料或设备参数（例如，向**客户**供应的**分布式产品**的电池串的互联材料供应商及工艺配方）以及该等材料或设备的特定供货商（下称“**关键供应商**”）。**各供应商**应仅从**客户**确定的供货商处购买该等材料和设备。购买该等材料 and 设备的任何额外成本应添加到将由**客户**支付的**购买价格**中。对于**客户**确定的任何原材料的**关键供应商**，如果**供应商**找到合适的替代原材料供应商及替代原材料，**客户**应善意地配合**各供应商**将该替代原材料供应商及替代原材料按照**各方**之间的物料变更程序和行业最佳实践对该替代原材料供应商及替代原材料进行测试、认证、试生产和正式引入，且**客户**没有合理理由不能拒绝，但是**各供应商**不得减少相关**分布式产品**的**保证**并单独承担其他成本和风险。

## 6. Payment; Taxes

## **付款；税务**

- 6.1 Unless otherwise agreed between the Parties, the Purchase Price shall be referred to and paid in the currency of the United States (i.e., U.S. Dollars).

除非各方另有约定，**购买价格**应使用**美国货币**（即美元）计价和支付。

Unless otherwise agreed between the Parties, the Purchase Price for DG Products delivered on DAP (INCOTERM 2020) basis shall be fully paid within [...] days after the delivery of relevant DG Products at the designated port of destination. If the Purchase Price is not fully paid up during the aforesaid [...] day period or any other period agreed between the Parties, (i) the Customer shall be liable for late payment interest at the rate of [...]% per day; and (ii) unless otherwise agreed between the Parties prior to the payment due date, if such delay is more than [...] days, then, with prior notice to the Customer, the Suppliers may suspend the delivery of DG Products made under outstanding but undelivered Purchase Orders at comparable volume until full payment for the delivered DG Products has been received from the Customer.

除非各方另有约定，以DAP（国际贸易条款2020）交货条款交付的**分布式产品的购买价格**应于相关**分布式产品**在指定目的港交货后 [...]日内全额支付。如果**购买价格**在上述+ [...]日期限或各方另行约定的任何其他期限内未全额付清，则 (i) **客户**应按照每日万分之 ([...]%) 的利率支付逾期付款利息；且 (ii) 除非**各方**在付款到期日前另有约定，如该逾期超过 [...]日，则通过事先通知**客户**，**供应商**可以推迟交付可比数量的未完成交付**采购订单**下的已生产的**分布式产品**，直到收到该**客户**对已交付**分布式产品**的完整付款为止。

- 6.2 Unless otherwise agreed between the Parties, the Purchase Price for DG Products delivered on EXW (INCOTERMS 2020) basis shall be fully paid within [...] days of delivery at the Facility. If the Customer has not made full payment within such [...] day period or any other period agreed between the Parties, (i) the Customer shall be liable for late payment interest at the rate of [...]% per day; and (ii) unless otherwise agreed between the Parties prior to the payment due date, if such delay is more than [...] days, with prior notice to the Customer, the Suppliers may suspend the delivery of DG Products made under outstanding but undelivered Purchase Orders at comparable volume until full payment for the delivered DG Products has been received from the Customer.

除非**各方**另有约定，按照EXW（国际贸易术语2020）交付的**分布式产品的购买价格**应于在**工厂**交付后 ([...]日内完全付清。如果**客户**在交付后 [...]日期限或**各方**另行约定的任何其他期限内没有完全付清，则 (i) **客户**应就延迟付款按照每日万分之二点五 ([...]%) 的利率支付利息；且 (ii) 除非**各方**在付款到期日前另有约定，如该逾期超过 [...]日，通过事先通知**客户**，**供应商**可以推迟交付可比数量的未完成交付**采购订单**下的已生产的**分布式产品**，直到收到该**客户**对已交付**分布式产品**的完整付款为止。

- 6.3 The Customer shall not be required to pay the portion of any invoice that is the subject of a bona fide dispute pending resolution of that dispute. Invoices shall be subject to adjustment by Customer for errors, shortages, and/or rejected DG Products. Payment of an invoice shall not constitute the acceptance of any DG Products.

如任何发票中有部分金额存在待解决的善意争议，则**客户**不应被要求支付该等发票中的争议金额。**客户**可以根据错误、短缺和/或拒收的**分布式产品**对发票进行调整。发票的付款不应构成对任何**分布式产品**的接收。

- 6.4 The information on the Suppliers' invoice shall include, without limitation, the following (each stated separately): Purchase Order number, quantities, unit value and settlement currency, and freight charges, if applicable. The Suppliers' invoice shall not include any term or condition which is in conflict with this DG Agreement. Invoices must be addressed to the Customer at the address set forth in Section 20, unless the Customer provides notice otherwise.

**各供应商**的发票上应包括但不限于如下信息（各项单独说明）：**采购订单**编号、数量、单价和结算货币以及运费（如适用）。**各供应商**的发票不应包括与本**分布式协议**冲突的条款和条件。除非**客户**另行通知，发票须按照第20条规定的地址寄送至**客户**。

## 7. Packaging; Shipping; Freight

### **包装；发货；货运**

The Suppliers shall package the DG Products as specified in the label and carton specifications, attached hereto as Schedule 8 (unless otherwise modified in writing by the Customer' authorized representatives), and in accordance with (i) industry standard practices to reduce the risk of damage and to help minimize shipping rates, and (ii) in accordance with all national, provincial and local packaging and transportation laws and regulations applicable to the Suppliers' obligations under this DG Agreement. An itemized packing list shall accompany each delivery. All shipping information, including that on invoices and packing labels, will list the country of origin for all DG Products supplied, and must be in both text and scannable bar code formats, as provided on Schedule 8. The Suppliers shall deliver a shipment notice to the Customer by facsimile, telefax, email or other means of communication no later than five (5) days prior to the shipment date, and such notice shall include such information as agreed upon by the Parties. Within seven (7) days after delivery, the Suppliers shall deliver to the Customer via e-mail a bill of materials showing unit serial numbers and factory test results, in an appropriate format specified by the Customer.

**各供应商**应当按照本**分布式协议**附件 8 的标签及装箱规格包装**分布式产品**（**客户**授权代表作出书面修改的除外），并符合 (i) 行业标准惯例，从而降低损失风险、最大程度降低运费，及 (ii) 所有适用于**各供应商**在本**分布式协议**项下义务的国家、省级及地方的关于包装及运输的法律法规。每次交付货物应当附有一份逐条



列明的包装清单。所有发货信息，包括在发票和包装标签上的发货信息，应当列明所有供给的**分布式产品**的原产国家，且须为附件 8 规定的文字及可扫描的条形码两种形式。**各供应商**应当不晚于发货日前五（5）日通过传真、电传、邮箱或其他通信方式向**客户**发送发货通知，且该等通知应当包含**各方**约定的信息。交付后七（7）日内，**各供应商**应当以客户明确要求的适当格式，通过电子邮件向**客户**发出记载有单位序列号和工厂检验结果的材料清单。

#### 8. Right of Inspection; Conformance and Replacement Products

##### **检查权；合格及替代产品**

The Customer may examine, test and determine, at the Facility, during normal business hours, and in a manner that does not damage the DG Products or impact the Warranty for DG Products attached as Schedule 9 (the “**Warranty**”) in any way, if the DG Products to be delivered conform to the applicable specifications. The Customer will notify the Suppliers in writing as soon as possible if the Customer does not accept the DG Products, and consequently rejects the DG Products (“**Rejection Notice**”), with such acceptance not to be unreasonably withheld, conditioned, or delayed, but in any event, the Customer must accept or reject the DG Products within twenty (20) business days of delivery of the DG Products. Liability for storage charges during this period shall depend on the validity of the Customer’s rejection. If the Customer fails to accept or reject within twenty (20) business days of delivery, the DG Products will be deemed accepted. Any actual or deemed acceptance of the DG Products by the Customer shall not prejudice in any respect the Customer’s Warranty rights or other rights related to the DG Products. If the Customer rejects the DG Products, the Suppliers shall have the right to undertake its own inspection. If the DG Products fail to meet the acceptance criteria in the product specifications set forth in Schedule 2 to this DG Agreement, the Suppliers shall replace and re-deliver the rejected DG Products within ten (10) business days after receipt of the Rejection Notice. The Customer will, within ten (10) business days after such re-delivery or re-performance, accept or reject the DG Products in accordance with the foregoing procedure, which procedure will be repeated until the Customer accepts the DG Products. For the avoidance of doubt, the Customer’s acceptance of DG Products, howsoever obtained, shall not relieve the Suppliers of the Warranty obligations set forth herein. Any dispute between the Parties related to the acceptance or rejection of DG Products shall be governed by the dispute resolution mechanism in Section 27 herein.

**客户**有权在正常工作时间，以不损害**分布式产品**或者以任何不影响附件 9 中**分布式产品保证**（下称“**保证**”）的方式，在**工厂检查、检测**及确定拟交付的**分布式产品**是否符合适用规格。如**客户**未接收继而拒收**分布式产品**，其应尽快书面通知**各供应商**（下称“**拒收通知**”），该等接收不应被不合理地拒绝、附条件或者迟延，但在任何情况下，**客户**必须在**分布式产品**交付后二十（20）个工作日内接收或者拒收该等**分布式产品**。在此期间支付存储费用的责任应取决于**客户**拒收的有效性。如**客户**未能在交付后二十（20）个工作日内接收或者拒绝，视为**分布式产品**已被接收。**客户**对**分布式产品**的任何实际及视为的接收均不会在任何方面损害**客户**的**保证**权利

或与**分布式产品**有关的其他权利。如**客户**拒收了**分布式产品**，各**供应商**应有权亲自检查。如**分布式产品**未能满足本**分布式协议**附件2中列明的产品规格的接收标准，各**供应商**应当于收到**拒收通知**后十（10）个工作日内更换和重新交付被拒收的**分布式产品**。**客户**将于该等重新交付或者重新履行后十（10）个工作日内按照前述步骤接收或拒收**分布式产品**，该等步骤将重复直至**客户**接收**分布式产品**。为避免疑问，无论以何种方式取得**客户**对**分布式产品**的接收，均不得免除各**供应商**在本**分布式协议**项下的**保证义务**。各方之间关于接收或拒收**分布式产品**的任何争议应当适用本**分布式协议**第27条规定的争议解决机制。

## 9. Transfer of Risk of Loss and Title

### **损失风险及所有权的转移**

9.1 Risk of loss of, and liability for, the DG Products shall pass to the Customer (or its Affiliate placing the relevant Purchase Order) at the time of delivery, pursuant to DAP (INCOTERMS 2020) or EXW (INCOTERMS 2020), as the case may be.

**分布式产品**的损失风险及其责任应当根据DAP（国际贸易术语2020）或EXW（国际贸易术语2020）（视情况而定）在交付时转移至**客户**（或其发出相关**采购订单**的**关联方**）。

9.2 Title to the DG Products and beneficial right under relevant shipping insurances shall transfer to MAXN simultaneously with risk of loss.

**分布式产品**的所有权、相关运输保险下的受益权应当与损失风险一同转移给**MAXN**。

## 10. Branding

### **品牌**

The DG Products to be delivered by the Suppliers to MAXN under this DG Agreement shall be branded and labeled as designated by MAXN in written notice to Suppliers from time to time, provided however that, the DG Products delivered by the Suppliers shall always bear the serial numbers of the original Supplier.

各**供应商**根据本**分布式协议**由向**MAXN**交付的**分布式产品**应当按照**MAXN**不时发出的书面指示标注商标和标识，但各**供应商**交付的**分布式产品**应始终保有原始**供应商**的生产序列号。

## 11. Operational Management

### 营运管理

#### 11.1 Operational Management

##### 营运管理

Without prejudice to any warranty of DG Products provided by the Suppliers hereunder, the Suppliers shall prepare and submit to the Customer an operating code for the manufacturing of DG Products that defines best practices and a continuous improvement framework, including:

在不影响各**供应商**在本**分布式协议**下提供的**分布式产品**质保的前提下，**供应商**应编制并向客户提交**分布式产品**制造的运营准则，规定最佳实践和持续改进**分布式产品**的框架，包括：

- (a) BOM Control/Engineering Change Control – changes to the product, equipment, process, stringer process recipes, bill of materials, approved vendor list, and peripheral materials require prior written agreement of the Customer;  
BOM控制/工艺变革控制 - 对产品、设备、制程、串焊机制程参数、物料清单、批准的供应商名单和外围物料的改变需要通过由变更控制委员会的同意；

- (b) For some quality critical items, the Customer may propose the exact materials or equipment settings and process recipe for DG Products for the Suppliers' qualification and deployment;

对于一些质量关键的事项，**客户**可为**分布式产品**建议准确的物料、设备设置和工艺配方，以供各**供应商**验证并实施；

- (c) Quality Assurance processes shall be created and maintained, including Process Control Plan, FMEAs, Closed-loop learning/Structured Problem Solving (Why-Why, 8D, RCCA), SPC, Flash Test integrity, material traceability, reliability monitoring;

将建立和保持质量保证程序，包括制程控制计划，故障模式和影响分析，闭环学习/结构化问题分析（Why-Why分析法，8D，RCCA），统计过程控制，Flash Test Integrity（组件功率量测），物料跟踪，可靠性监控；

- (d) Business Processes for Manufacturing (yield improvement OEE, cost reduction programs) Supplier Qualification, Product/Process/Equipment Development; and

制造的商业过程（提升良品率、OEE（设备使用效率），成本降低项目），供应商资格审核，产品/制程/设备开发；以及

- (e) Production System - Continuous improvement business process for cost reduction, efficiency/productivity improvements and process control. Examples include joint Kaizen workshops, Control Reviews.

生产体系 - 持续改进商业流程来降低成本，改进效率/生产能力，和制程控制。例如管理方法改善，控制审阅。

## 12. Warranties

### **保证**

- 12.1 All DG Products delivered pursuant to this DG Agreement shall be warranted by the Suppliers in accordance with the provisions of this Section 12.

根据本**分布式协议**交付的所有**分布式产品**应由**各供应商**根据本第12条的规定给予保证。

- 12.2 Unless otherwise agreed by the Parties, all DG Products delivered by the Suppliers shall comply in all material respects with the descriptions and specifications (excluding warranty period) attached as Schedule 2 to this DG Agreement.

除非**各方**另有约定，**各供应商**交付的所有**分布式产品**均应在全部重要方面符合本**分布式协议**附件 2中规定的描述和规格参数（不含保证期）。

- 12.3 Notwithstanding anything to the contrary in this DG Agreement (including the DG Products Description and Specifications in Schedule 2), all P-Series Products delivered by Suppliers pursuant to this DG Agreement shall be warranted by the Suppliers for workmanship and operability in accordance with the conditions of the Warranty (including without limitation to warranty period) as set out in Schedule 9 (DG Products Warranty) hereto.

无论本**分布式协议**（包括附件 2中的**分布式产品**规格和参数）是否有任何相反规定，由**各供应商**根据本**分布式协议**交付的所有**分布式产品**，均应根据本**分布式协议**附件 9（**分布式产品**保证）中规定的**保证**的条件（包括但不限于保证期），由**各供应商**提供关于工艺和操作性的担保。

- 12.4 If there is a Warranty claim made by the Customer, the Suppliers shall test any DG Product that is returned to it in connection with the Warranty claim. Upon the Warranty claim being proved by such testing, the Suppliers shall replace or repair the defective DG Product, subject to the terms and conditions of the Warranty.

如**客户**提出**保证**索赔，**各供应商**应对由于**保证**索赔退回的**分布式产品**进行测试。**保证**索赔经测试验证后，**各供应商**应按照**保证**条款更换或维修存在瑕疵的**分布式产品**。

- 12.5 Subject to the requirements of applicable law, (i) the Customer may pass the Warranty to a third party who purchases the DG Products from the Customer and enable such third party purchaser to make a Warranty claim against the Suppliers, (ii) the Customer may make a Warranty claim against the Suppliers for and on behalf of a third party purchaser, and (iii) the Suppliers shall pass to the Customer any warranty on any components of the DG Products the Suppliers have obtained from the relevant supplier or Supplier, without limiting any liability of the Suppliers under the Warranty.

受限于适用法律的要求，(i) **客户**可以将**保证**转移给从其处购买**分布式产品**的第三方，并使该第三方买家可以向**各供应商**提出**保证**索赔，(ii) **客户**可以代表第三方买家向**各供应商**提出**保证**索赔，以及 (iii) 在不限制**各供应商**在**保证**项下任何责任的前提下，**各供应商**应将其从相关供货商或**供应商**处取得的关于**分布式产品**零部件的任何**保证**转移给**客户**。

### 13. Liabilities for Breach of Contract

#### **违约责任**

##### 13.1 Indemnity

###### 赔偿保证

- (a) Any Party (the “**Indemnifying Party**”) shall indemnify and hold harmless any other Party (the “**Indemnified Party**”) and its Affiliates from and against any and all direct (but not consequential) losses, liabilities, damages, costs, penalties and expenses (including their directors’, officers’, employees’ and agents’, attorneys’ and other professionals’ fees and disbursements) directly incurred in connection with or arising from any breach by the Indemnifying Party of any representation or warranty in this DG Agreement or of its obligations under this DG Agreement.

如一方（下称“**赔偿方**”）违反其在本**分布式协议**中任何陈述或**保证**或其在本**分布式协议**项下的任何义务，**赔偿方**应补偿任何其他方（下称“**被赔偿方**”）及其**关联方**就该等违反产生的或因该等违反引起的任何及全部直接（而非间接）的损失、责任、损害、成本、罚款和费用（包括其董事、高管、员工、代理人以及律师和其他专业人员费用和开支），并使其免受损害。

- (b) Each Party acknowledges and agrees that the Indemnified Party may be irreparably damaged if any of the provisions of this DG Agreement are not performed in accordance with their specific terms due to any fault of the Indemnifying Party and that any breach of this DG Agreement could not be adequately compensated in all

cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Indemnified Party may be entitled at law, it shall be entitled to enforce any provision of this DG Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this DG Agreement, including, without limitation, Sections 10.

每一方承认并同意，如果本**分布式协议**的任何规定因为**赔偿方**的任何过错而没有根据其具体条款得以执行，**被赔偿方**可能受到无法弥补的损害，而且对于本**分布式协议**的任何违反无法在任何情况下均仅通过金钱赔偿得到充分补偿。因此，除**被赔偿方**可能根据法律有权获得的任何其他权利或救济外，其有权根据实际履行的裁定，强制执行本**分布式协议**的任何条款，并有权采取临时的、初步的和永久的禁令救济以防止对本**分布式协议**任何条款的违反或威胁的违反（包括但不限于第10条）。

## 13.2 Liquidated Damages

### 违约金

Notwithstanding Section 13.1, the Parties shall pay liquidated damages for their delay in performance as follows:

尽管有第13.1条的规定，**各方**应就其延迟履约支付违约金，具体如下：

- (a) The Suppliers shall deliver the DG Products to the Customer at such place and date as indicated on the Purchase Order issued by the Customer under this DG Agreement. If the delivery is late for a time period longer than fourteen (14) days, the Suppliers shall be liable to the Customer for liquidated damages in the amount of zero point five percent (0.5%) of the value of the DG Products per week of delay.

**各供应商**应按照本**分布式协议**下**客户**发出的**采购订单**上注明的地点和日期向**客户**交付**分布式产品**。如果延迟交货超过十四（14）天，**各供应商**应向**客户**支付违约金，违约金金额为每延迟一周**分布式产品**价值的百分之零点五（0.5%）。

- (b) The Customer shall give shipping instructions to the Suppliers for those DG Products ordered by a Purchase Order on DAP (INCOTERM) basis and take delivery of the DG Products ordered by a Purchase Order on EXW (INCOTERM) basis in a timely manner. If the Customer is late in giving shipping instructions or late in taking delivery for a time period longer than fourteen (14) days, the Customer shall be liable to the Suppliers for liquidated damages in the amount of zero point five percent (0.5%) of the value of the DG Products per week of the Customer's delay in giving instructions or taking delivery.

**客户**应及时向**各供应商**发出以DAP（国际贸易术语解释通则）为条件的**采购订单**所订购**分布式产品**的装运指示，并及时接收以EXW（国际贸易条款解释通则）为条件的**采购订单**所订购的**分布式产品**。如果**客户**延迟发出装运指示或延迟提货超过十四（14）天，**客户**应向**各供应商**支付违约金，每延迟一周，违约金金额为**客户**延迟发出装运指示或延迟提货对应数量**分布式产品**价值的百分之零点五（0.5%）。

### 13.3 Stored Products

#### 储备产品

If the Suppliers breach the terms of Section 2.1 by failing to deliver to the Customer a nine (9) months prior written notice before it discontinue manufacture or sale of any DG Product, or in the case they have delivered such a notice to the Customer, they discontinue manufacture or sale of relevant DG Products before the expiry of the 9-month period, the Suppliers shall manufacture certain volume of such DG Products in advance so they can be kept, sold and delivered to the Customers in next months, and such volume shall be discussed with and agreed in writing with the Customer; if such agreement is not reached, such volume shall be no less than the minimum forecast volume contained in the most recent DG Demand Forecast provided by the Customer before the commencement of discussion.

如果**各供应商**违反第2.1条的规定，未在其停止制造或销售某款**分布式产品**之前九（9）个月向**客户**发送书面通知，或在其已向**客户**发出此类通知的情况下，其在9个月期限到期前停止制造或销售相关**分布式产品**，**各供应商**应提前制造好一定数量的该等**分布式产品**以便用于在未来月份储存、销售和交付给**客户**，且该数量应与**客户**进行协商并以书面形式达成一致；如无法达成一致，该数量应不低于**客户**在协商前提供的最新**分布式需求预测**中包含的最低预测需求数量。

14. Epidemic Failure Event. Subject to and without prejudice to any other remedies available under this DG Agreement, upon occurrence of an Epidemic Failure event, the remedies of Section 14.1 and Section 14.2 below shall apply to all the Impacted Products until corrective action is completed as set forth below:

**普遍瑕疵事件**。在不影响本**分布式协议**项下任何其他救济的前提下，如果出现**普遍瑕疵**事件，以下第14.1条和第14.2条规定的救济将适用于所有**受影响的产品**，直至如下纠正措施完成：

- 14.1 Corrective Action. Upon occurrence of an Epidemic Failure event which has affected the Customer, the Customer shall promptly notify the Suppliers, and shall provide, if known and as may then exist, a description of the failure, and the suspected lot numbers, serial numbers or other identifiers, and delivery dates, of the Impacted Products. The Customer shall make available to the Suppliers samples of the Impacted Products for testing and analysis. Upon receipt of the

Impacted Products from the Customer, Suppliers shall promptly provide its preliminary findings regarding the cause of the failure. The Parties shall cooperate and work together to determine the root cause. Thereafter, the Suppliers shall promptly provide to the Customer the results of its root cause corrective analysis, its proposed plan for the identification of, and the pre-emptive repair and/or replacement of the Impacted Products, and such other appropriate information. The Suppliers shall recommend a corrective action program which identifies the Impacted Products for pre-emptive repair or replacement, and which minimizes disruption to the Customer and the end user. The Customer and Suppliers shall consider, evaluate and determine the corrective action program.

**纠正措施。**发生影响**客户**的**普遍瑕疵**事件之后，**客户**应立即通知**各供应商**，且应当提供一份关于该瑕疵的说明、该**受影响的产品**涉嫌的批号、序列号或其他标志以及交付日期（如果已知且在当时存在）。**客户**应向**各供应商**提供**受影响的产品**的样品供其进行检测和分析。收到**客户**提供的**受影响的产品**后，**各供应商**应立即提供一份其针对该瑕疵原因的初步调查结果。**各方**应共同合作以确定该瑕疵的根本原因。之后，**各供应商**应立即向**客户**提供一份根本原因纠正分析结果，一份为识别和预先补救和/或替换**受影响的产品**而拟定的方案，以及其他适当的信息。**各供应商**还应立即提议建立一个纠正措施计划，该计划应明确需要预先补救或替换的**受影响的产品**，并最大程度减少对**客户**和终端用户的干扰。**客户**和**各供应商**应考虑、评估和确定纠正措施计划。

- 14.2 **Remedies.** After such corrective action, the Suppliers shall, at the Customers' option, either (1) pre-emptively repair and/or replace the Impacted Products; or (2) provide a credit or payment to the Customer in an amount equal to (i) the cost to the Customers for qualified, replacement DG Products acceptable to the Customer, (ii) all labor, equipment and processing costs incurred by the Customer or third parties in the implementation of the corrective action program, including test procedures, test equipment, the testing of DG Products, the cost of pre-emptively (i.e., prior to fail) repairing and/or replacing the Impacted Products, and (iii) reasonable freight, transportation, customs, duties, insurance, storage, handling and other incidental shipping costs incurred by the Customer in connection with the repair and/or replacement of the Impacted Products.

**赔偿。**在上述纠正措施计划确定后，**各供应商**应根据**客户**的选择：（1）预先补救或替换**受影响的产品**；或者（2）向**客户**赔偿或支付金额等同于：（i）**客户**为获取合格的能被其接受的替换**分布式产品**所花费的费用；（ii）支付**客户**或第三方在实施纠正措施项目中产生的所有人力、设备及加工费用，包括检测程序、检测设备、检测**分布式产品**以及预先（即，在瑕疵发生前）补救和/或替换**受影响的产品**的花费；和（3）支付**客户**因补救和/或替换任何**受影响的产品**产生的合理运费、交通、关税、保险、仓储、搬运及其他附带运输费用。

## 15. Supply Chain Management



## 供应链管理

- 15.1 The Suppliers shall provide the Customer with quarterly reports containing information on vendor name of key raw materials and components, including but not limited to cells (purchased or made), wafers, glass, frames, back sheet, encapsulant, and j-box.

**各供应商应向客户**提供季度报告，其中包含关键原材料和部件的供应商名称，包括但不限于电池（外购和自产）、硅片、玻璃、边框、背板、密封剂和接线盒。

- 15.2 The Suppliers shall grant the Customer permission to contact the Critical Suppliers the Customer determines is reasonably necessary to ensure the Suppliers' compliance with the terms of this DG Agreement.

**各供应商应许可客户**联系**客户**认为其对确保**各供应商**遵守本**分布式协议**条款合理必要的**关键供货商**。

- 15.3 The Suppliers shall use its best efforts to obtain the right for the Customer and its representatives to conduct periodic inspections and audits (with the right to make abstracts from books and records) at the respective factories of its Critical Suppliers to assess their production capabilities, quality control systems, conformance to all Customer requirements, and compliance with applicable laws and regulations. The Customer reserve the right to disapprove the Suppliers' use of any Critical Supplier that fails to grant such inspections and audits.

**各供应商**应尽其最大努力为**客户**及其代表争取对各**关键供货商**的工厂进行定期检验和审计（以及从账簿和记录中提取信息的权利）的权利，以评估**关键供货商**的生产能力、质量控制系统、是否符合所有**客户要求**及是否遵守适用法律法规。**客户**保留对**各供应商**使用任何不能给予上述检验和审计的**关键供货商**的否决权。

## 16. Power Roadmap

### 功率路线图

- 16.1 On or prior to the 10th week of each calendar quarter, the Suppliers shall provide the Customer with a power roadmap, covering all the DG Products to be delivered during the period of the next two calendar quarters. Each type of DG Product shall include no more than three (3) bins. The production of DG Products with the lowest bin shall not be more than [...] percent ([..]%) of the total production of such type of DG Products, unless indicated to the contrary in the relevant Purchase Order placed by the Customer and accepted by the Suppliers or as otherwise agreed by the Parties. For those DG Products with the lowest bin which exceeds [...] percent ([..]%) of the total volume of the same type of DG Products, the Customer may, but does not have the obligation to, either (i) reject such DG

Products or (ii) accept the DG Products with a discount no less than [...] % from the standard price calculated under Section 5.

在每个日历季度的第十周或之前，各供应商应向客户提供涵盖下两个日历季度内交付的所有分布式产品的功率路线图。每款分布式产品不应超过三种电力档位。其中最低档位的分布式产品的产量不应超过该款分布式产品总产量的百分之[...] ([...]%)，除非客户发出的相关采购订单中有相反规定且经各供应商接受，或各方另有约定。对于超出百分之[...] ([...]%) 的最低电力档位的这部分分布式产品，客户可以，但没有义务 (i) 拒绝该分布式产品，或 (ii) 在按照第5条计算出的标准价格基础上享有至少百分之七点五 ([...]%) 折扣来接受该分布式产品。

- 16.2 The power roadmap provided by the Suppliers shall meet following criteria: (i) the forecast to the next quarter will be considered final and binding; (ii) the forecast to the quarter after the next one shall be as accurate as possible and the average power bin in final and binding forecast shall not be one (1) watt lower than that in the initial forecast, as shown in the chart below.

各供应商提供的功率路线图应该满足如下条件：(i) 对下一季度的预测应被视为最终且具有约束力；(ii) 对下下季度的预测应尽量准确，且最终且具有约束力的功率预测档位平均值不低于初始预测档位平均值一 (1) 瓦。如图所示：

Quarter	Q2'24	Q3'24	Q4'24	Q1'25
Mar'24	Binding	Average Power bin -1 W(Lower Limit)	Forecast	Forecast
Jun'24		Binding	Average Power bin -1 W(Lower Limit)	Forecast
Sep'24			Binding	Average Power bin -1 W(Lower Limit)

- 16.3 Unless otherwise agreed between the Parties, any Purchase Order issued by the Customers must be consistent with the corresponding power roadmap in each quarter.

除非各方另行达成一致，客户发出的任何采购订单必须与每个季度对应的功率路线图一致。

- 16.4 If any DG Products delivered by the Suppliers fall outside the forecast in the relevant power roadmap provided in Section 16.1 (excluding the scenario that the

deviation of highest bin allocation is no more than [...] percent ([...]%), then, in addition any other remedies available under applicable laws and this DG Agreement (including without limitation the liquidated damages stipulated in Section 13.2), the Customer may, but does not have the obligation to, either (i) reject such DG Products or (ii) accept the DG Products with a discount no less than [...]percent ([...]%) from the standard price calculated under Section 5.

如果各供应商交付的任何分布式产品超出第16.1条规定的相关功率路线图中的预测（最高档位占比偏差在百分之[...]（[...]%）以内的情况除外），则除了适用法律和本分布式协议规定的任何其他救济（包括但不限于第13.2条规定的违约金）外，客户可以，但没有义务（i）拒收该分布式产品，或（ii）在按照第5条计算出的标准价格基础上享有至少百分之[...]（[...]%）的折扣来接受该分布式产品。

- 16.5 For those DG Products that comply with the product descriptions and specifications in Schedule 2 and the conditions of Warranty set out in Schedule 9, but do not satisfy the lowest bin requirements, the Customer may, but does not have the obligation to, either (i) reject such DG Products or (ii) accept the DG Products at a price with a discount no less than [...] ([...]%) to be separately agreed by the Parties.

对于符合附件 2 中的产品描述与规格和附件 9 中规定的保证条件，但电力档位低于最低档电力档位要求的分布式产品，客户可以，但没有义务（i）拒收该分布式产品，或（ii）以各方另行达成一致的且折扣不低于百分之[...]（[...]%）的价格接受该分布式产品。

- 16.6 For those DG Products that the Customer have rejected in writing pursuant to Section 16.1, 16.4 or 16.5 hereof, the Suppliers may sell them to a third party customer, provided that (i) such DG Products fallen out of the bin requirements does not exceed [...] percent ([...]%) of the total production volume in any consecutive months of such type of DG Products; (ii) the Customer is invited and given the right of first refusal to accept the DG Products with applicable discounts from standard price; and (iii) these DG Products are not UL listed, sold to United States or bear any “SunPower” or “Maxeon” brand.

对于客户已经根据本分布式协议第16.1，16.4或16.5条拒收的分布式产品，供应商可以将其销售给第三方客户，前提是（i）不符合档位要求的分布式产品不应该超过该类型分布式产品在任何连续月份总产量的百分之[...]（[...]%）；（ii）客户被给予优先权根据标准价格的相关折扣去接收该分布式产品；而且（iii）这些分布式产品不会进行UL认证、销往美国或贴有“SunPower”或“Maxeon”品牌。

## 17. Representations and Warranties

### 陈述与保证

Each Party represents and warrants that: (a) it is duly incorporated and validly existing in its jurisdiction of formation or organization; (b) it has full authority to enter into this DG Agreement; (c) this DG Agreement is a valid, legally binding and enforceable agreement; (d) there are no prior commitments or other obligations that prevent it from fully performing all its obligations under this DG Agreement, and neither execution of this DG Agreement or performance of obligations hereunder will result in a breach of any obligations owed by it under any other agreement; (e) it has not entered into any agreement or obligation that will conflict with its obligations under this DG Agreement; and (f) neither it nor any of its Representatives has given to or received from any other Party or its Representatives any commission, fee, rebate, kickback, or unreasonable gift or entertainment of value in connection with this DG Agreement. For purposes of this Section, “**Representatives**” shall include a Party’s Affiliates, as well as the Party and its Affiliates’ directors, officers, employees, agents and advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors or lending institutions).

每一方作出如下陈述与保证：(a) 在其成立或组织的司法辖区正当成立并有效存续；(b) 其具有充分授权来签署本**分布式协议**；(c) 本**分布式协议**有效、具有法律约束力并可强制执行；(d) 不存在阻碍其全面履行本**分布式协议**项下义务的在先承诺或其他义务，并且，签署本**分布式协议**和履行本**分布式协议**项下义务不会导致其违反其在其他任何协议项下的义务；(e) 其没有签订/承担任何与本**分布式协议**项下其义务存在冲突的协议/义务；以及 (f) 其及任何其**代表**未给予或收取任何其他一方或其**代表**任何与本**分布式协议**有关的佣金、费用、折扣、回扣或不合理的礼物或娱乐招待。为本条规定之目的，“**代表**”应当包括一方的**关联方**，以及一方及其**关联方**的董事、高管、员工、代理和顾问（包括但不限于律师、会计师、顾问、银行顾问、财务顾问或贷款机构）。

## 18. Confidentiality

### **保密**

- 18.1 Each of the Parties agrees, during the term of this DG Agreement and for a period of three (3) years after termination thereof for any reason whatsoever, not to, and shall cause its Representatives not to, disclose the Confidential Information of the disclosing Party to any third parties or to the receiving Party’s Representatives, except to those Representatives of the receiving Party who reasonably require such information for the purpose of the matters contemplated by this DG Agreement; provided, however, that a receiving Party may disclose such portions of the disclosing Party’s Confidential Information (1) as may be required under applicable law, or (2) under valid subpoena, court order or by any rule or regulation of a court of competent jurisdiction. In the event applicable law requires or a valid subpoena, court order or any other rule or regulation of a court of competent jurisdiction compels a receiving Party to disclose such Confidential Information, the receiving Party, to the extent

legally permitted, shall provide the disclosing Party with prompt notice of any such requirement so that the disclosing Party, at its sole cost and expense, may seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the disclosing Party does not obtain such a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information, or if it does not waive compliance with the provisions of this Section 18, the receiving Party will furnish, upon the advice of its counsel, only that portion of such Confidential Information which it is legally required to furnish.

**各方同意，在本分布式协议期限内并在本分布式协议因任何原因终止后三（3）年内不得，并且应促使其代表不得，向任何第三方或接收方的代表（为本分布式协议拟议事项而合理需要该等资料的接收方代表除外）披露披露方的保密信息；但是，披露方的任何保密信息如属以下情形，接收方可披露该部分保密信息：（1）适用法律要求披露的，或（2）有效的传票、法院令或有管辖权法院的任何规则或规定要求披露的。如果适用法律要求，或者有效的传票、法院令或有管辖权法院的任何其他规则或规定强制接收方披露保密信息，接收方应在法律允许的范围内及时向披露方提供任何该等要求的通知，以便披露方可自行承担费用寻求适当的保护令或将对保密信息予以保密的其他可靠保证。如果披露方未取得保护令或者将对保密信息予以保密的其他可靠保证，或者未放弃要求遵守本第18条约定，则接收方应根据其法律顾问的意见，只提供法律要求提供的那部分保密信息。**

“**Confidential Information**” means any information related to the matters contemplated by this DG Agreement disclosed (whether prior to, on or after the date of this DG Agreement) by any Party and/or its Representatives to any other Party, individually or collectively, and/or its Representatives, either directly or indirectly, in writing, orally or by drawings or observation of tangible objects such as documents, prototypes, samples, products and facilities, including, but not limited to, trade secrets, know-how and other intellectual property or information relating to the disclosing Party’s business, operations, products, or technology, together with any and all analyses or other documents prepared by any Party or any of their Representatives that contain or otherwise reflect any of the disclosed information which the receiving Party reasonably should understand is confidential, and does not include any information which (i) is in the public domain at the time of disclosure by the disclosing Party or is subsequently made available to the general public without restriction and without breach of this Section 18 by the receiving Party or its Representatives, (ii) a receiving Party or its Representatives can demonstrate was, at the time of disclosure by the disclosing Party, already in the possession of the receiving Party or its Representatives, (iii) was obtained by the receiving Party or its Representatives from a third party without a breach of such third party’s (to the receiving Party’s knowledge) or the receiving Party’s obligations of confidentiality to the disclosing Party, or (iv) a receiving Party can demonstrate was independently developed by the receiving Party or its Representatives without use of or reference to the disclosing Party’s Confidential Information.

“**保密信息**”应指任何一方及/或其**代表**向其他任一方（无论单独或集体）及/或其**代表**披露（无论是在本**分布式协议**日期之前、当天或之后）的任何与本**分布式协议**拟议事项相关的信息，不论是以书面、口头或者图纸或实物观察（如文件、样机、样品、产品和设施）等方式直接或间接披露，包括但不限于商业秘密、专有技术和其他知识产权或涉及披露方业务、经营、产品、技术的其他知识产权或信息，以及任何一方或其任何**代表**起草的、包含或反映接收方应当合理理解为**保密信息**的任何已披露信息的任何和所有分析文件或其他文件，但不包括以下任何信息：（i）披露方在披露时该等信息已经为公众所知，或者随后没有限制地并且在接收方或其**代表**未违反本第18条约定的情况下向公众提供的，（ii）接收方或其**代表**能够证明在披露方披露时已归接收方或其**代表**占有的，（iii）接收方或其**代表**从第三方获得的，并且该第三方（据接收方所知）或接收方未违反对披露方的保密义务的，或（iv）接收方能够证明由接收方或其**代表**在未使用或参考披露方的**保密信息**情况下独立开发的。

- 18.2 Each Party and its Representatives shall use at least the same degree of care, but no less than a reasonable level of care, and shall take at least those measures that it takes to protect its own most highly confidential information, to protect the secrecy of and avoid disclosure of the Confidential Information of the other Parties and shall ensure that its Representatives who have access to the Confidential Information of the other Parties have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein, prior to any disclosure of the Confidential Information of the disclosing Party to such Representatives.

每一方及其**代表**应对其他各方的**保密信息**至少运用其保护自身最高机密资料的同等审慎（但不得低于合理审慎水平），并至少采取相同措施，以保护其他各方**保密信息**的保密性，避免披露；并确保如果该方**代表**需接触其他各方的**保密信息**，在向该**代表**披露披露方的**保密信息**之前，该**代表**已签署保密协议或以其他方式受限制程度至少与本**协议**约定相同的保密义务的约束。

- 18.3 Each Party makes no warranties, express, implied or otherwise, regarding the sufficiency, accuracy, or completeness of the Confidential Information for any purpose, including the warranties of merchantability, fitness for a particular purpose and non-infringement.

任何一方均未作出有关**保密信息**用于任何特定目的的充分性、准确性或完整性的任何明示、默示或其他保证，包括有关适销性、适于特定目的和不侵权的保证。

- 18.4 Save as otherwise provided in this DG Agreement, all documents and other tangible objects containing or representing the Confidential Information, and all copies thereof, together with any and all analyses or other documents prepared by any receiving Party or any of its Representatives that contain or otherwise reflect any of the foregoing information, shall be and remain the sole property of the disclosing Party and, upon the disclosing Party's written request, shall be returned to the disclosing Party or destroyed within thirty (30) days of such written request; provided, however, that

electronic copies of or containing Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by a receiving Party's business personnel (the electronic copies), shall not be deemed to violate this Section 18, so long as such electronic copies are not disclosed in violation of the terms of this Section 18. Notwithstanding the foregoing, nothing in this Section 18 shall prohibit a receiving Party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory record keeping requirements applicable to it or any internal record keeping policy or procedure to which it is subject. Such retained copy shall remain subject to the confidentiality provisions in this Section 18, and such obligation for retained copies shall survive the termination of this DG Agreement.

除非本**分布式协议**另有约定，否则包含或体现**保密信息**的所有文件和其他实物、这些文件和实物的副本以及任何接收方或其任何**代表**编写的、包含或以其他方式反映前述任何资料的任何和所有分析文件或其他文件，应归并且继续归披露方独家所有，应在披露方提出书面要求后返还披露方或在收到书面要求后三十（30）日内销毁；但是，针对数据备份和/或存档系统自动生成的包含**保密信息**的电子副本，并且接收方的业务人员不能轻易获取（电子副本），只要电子副本未违反本第18条的约定而被披露，则不应视为违反本第18条。尽管有前述约定，本第18条的任何约定均不禁止接收方的法务部或法律顾问根据需要保留任何**保密信息**的一（1）份副本（包括任何电子副本），以遵守适用于该接收方的记录保存监管要求或该接收方须遵守的任何记录保存内部规定或程序。本第18条约定的保密条款仍适用于上述保留副本，并且本**分布式协议**终止后对保留副本的该等保密义务仍然持续有效。

- 18.5 No Party shall, without the prior written consent of each other Party, disclose to any third party that (i) Confidential Information has been made available to it or its Representatives, or (ii) discussions are taking place or any other terms or facts concerning the potential or existing business relationship, including the status thereof.

未经其他每一方事先书面同意，任何一方均不得向任何第三方披露：（i）已向该方或其**代表**提供**保密信息**，或（ii）披露正在进行商谈该事实或披露关于潜在或现有业务关系的任何其他条款或事实，包括其进展状况。

- 18.6 No Party shall export any technical Confidential Information acquired under this DG Agreement or any commodities using such Confidential Information to any country to which any relevant government forbids export or, at the time of export, requires an export license or approval, without first obtaining such license or approval. A receiving Party shall obtain the appropriate authorizations and/or exceptions required for export or re-export of such Confidential Information received herein, including restricted technology and/or computer software, and products thereof, required under the U.S. International Traffic in Arms Regulation (ITAR) and/or the Export Administration Regulation (EAR).

如果任何相关政府禁止向某国出口，或者出口时须取得出口许可或批准但未事先取得该许可或批准，则任何一方均不得向该等国家出口在本**分布式协议**项下获得的任何技术性**保密信息**或使用了该等**保密信息**的任何商品。接收方应取得在本**分布式协议**项下获取的**保密信息**（包括美国《国际武器贸易条例》和/或《出口管理条例》项下的受限技术和/或计算机软件及其产品）出口或再出口所需的适当授权和/或豁免。

- 18.7 Nothing in this DG Agreement is intended to grant any rights to any Party under any patent, copyright, mask work right, trade secrets, or other intellectual property of any other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information of any other Party except as expressly set forth herein.

本**分布式协议**的任何规定均无意向任何一方授予任何其他方的任何专利权、著作权、掩膜作品权、商业秘密或其他知识产权。除非本**分布式协议**明确规定，本**分布式协议**也不向任何一方授予任何其他方关于**保密信息**的任何权利。

19. Term; Suspension; Termination; Survival

**期限；中止；终止；持续有效**

- 19.1 The term of this DG Agreement shall commence as of the Execution Date and continue in full force and effect unless and until it is terminated in accordance with Section 19.2 or Section 19.3 below.

本**分布式协议**的期限应始于**签署日**并持续具有完全效力，除非根据下述第19.2条或第19.3条的规定终止。

- 19.2 The Suppliers may terminate this DG Agreement in the event that any of the following events occurs:

如发生下列任一事件，**各供应商**可以终止本**分布式协议**：

- (a) if the Customer is in Material Breach and fails to cure such Material Breach within thirty (30) days of request by the Suppliers;

如**客户**存在**重大违约**且未能在**各供应商**提出请求后三十（30）日内纠正该**重大违约**；

- (b) within thirty (30) days upon being aware of the occurrence of any of the following conditions: (1) change of control of the Customer where control is transferred to one of the competitors of HSPV in the PRC; or (2) merger of the Customer and any party (provided that it involves a change in control), or if a substantial portion of the assets of the Customer is transferred to another company, provided that such circumstances materially prejudice the Customer's capacity to perform its obligations hereunder or sale of assets is to one of competitors of HSPV in the PRC; or



在知晓下列条件发生后的三十 (30) 日内：(1) **客户**控制权变更，该等控制权转让给了**环晟光伏在中国境内**的竞争对手之一；或(2) **客户**与任何一方合并（只要控制权发生变更），或如**客户**资产的重大部分转让给了另一公司，只要该等情形实质损害了该**客户**履行本**分布式协议**项下义务的能力，或者向**环晟光伏在中国境内**的竞争对手出售财产；或者

(c) the commission of fraud by the Customer against Suppliers.

**客户对各供应商**实施了诈骗行为。

19.3 The Customer may terminate this DG Agreement in the event that any of the following events occurs:

如发生下列任一事件，**客户**可以终止本**分布式协议**：

(a) if any Supplier is in Material Breach and fails to cure such Material Breach within thirty (30) days of request by the Customer;

如任何**供应商**存在**重大违约**且未能在**客户**提出请求后三十 (30) 日内纠正该**重大违约**；

(b) within thirty (30) days upon being aware of the occurrence of any of the following conditions: (1) change of control of any Supplier where control is transferred to one of the competitors of the Customer; or (2) merger of any Supplier and any party (provided that it involves a change in control), or if a substantial portion of the assets of the Supplier is transferred to another company, provided that such circumstances materially prejudice the Supplier's capacity to perform its obligations hereunder or sale of assets is to one of competitors of the Customer; or

在知晓下列条件发生后的三十 (30) 日内：(1) 任何**供应商**控制权变更，该等控制权转移给**客户**的竞争对手之一；或(2) 任何**供应商**与任何一方合并（只要控制权发生变更），或**供应商**资产的重大部分转让给了另一公司，只要该等情形实质损害了该**供应商**履行本**分布式协议**项下义务的能力，或者向**客户**的竞争对手之一出售财产；或者

(c) the commission of fraud by any Supplier against the Customer.

**各供应商对客户**实施了诈骗行为。

19.4 Should this DG Agreement be terminated for any reason, Sections 14, 18, and 20 - 35 shall survive any termination of this DG Agreement.

无论本**分布式协议**因任何原因终止，第14、18、20-35条规定均在本**分布式协议**终止后仍具效力。

20. **Notices.** All notices, demands, requests, consents or other communications hereunder shall be in writing and shall be given by personal delivery, by express courier, or by registered or certified mail with return receipt requested, in addition to a courtesy copy via electronic mail, to the Parties at the addresses shown below, or to such other address as may be designated by written notice given by either Party to the other Party. Unless conclusively proved otherwise, all notices, demands, requests, consents or other communications hereunder shall be deemed effective upon delivery if personally delivered, five (5) days after dispatch if sent by express courier, fourteen (14) days after dispatch if sent by registered or certified mail with return receipt requested, or confirmation of the receipt of the electronic mail by the recipient if sent by electronic mail.

**通知。**本分布式协议项下的所有通知、要求、请求、同意或其他通讯应当以书面形式作出，并应当通过亲自送达、快递或挂号信（要求取得回执）的方式，连同电子邮件抄送至各方的下述地址或一方通过书面通知向另一方指定的其他地址。除非被另外决定性地证明，本分布式协议项下的所有通知、要求、请求、同意或其他通讯，如经亲自送达则应视为在送达时生效，如经快递送达则应在发出五（5）天后生效，如经挂号信（要求取得回执）送达则应在发出十四（14）天后生效，如经电子邮件送达则应在收到接收方电子邮件的接收确认之后生效。

(a) To Suppliers:

致各供应商：

To Suppliers:

致各供应商：

Huansheng Photovoltaic (Jiangsu) Co. Ltd  
Attention: Sales Representative; Legal Manager  
Email: [sales@huanshengsolar.com](mailto:sales@huanshengsolar.com), with a copy to [Lei.ren@huanshengsolar.com](mailto:Lei.ren@huanshengsolar.com)

环晟光伏（江苏）有限公司  
收件人：销售代表；法务经理  
电子邮件：[sales@huanshengsolar.com](mailto:sales@huanshengsolar.com)；抄送 [Lei.ren@huanshengsolar.com](mailto:Lei.ren@huanshengsolar.com)

Huansheng New Energy (Jiangsu) Co. Ltd  
Attention: Sales Representative; Legal Manager  
Email: [sales@huanshengsolar.com](mailto:sales@huanshengsolar.com); with a copy to [Lei.ren@huanshengsolar.com](mailto:Lei.ren@huanshengsolar.com)

环晟新能源（江苏）有限公司  
收件人：销售代表；法务经理  
电子邮件：[sales@huanshengsolar.com](mailto:sales@huanshengsolar.com)；抄送 [Lei.ren@huanshengsolar.com](mailto:Lei.ren@huanshengsolar.com)

(b) To Customer:

**致客户：**

Maxeon Solar Technologies, Ltd.  
Attention: Industrial Partner Business Operation; General Counsel;  
Email: [stephen.borman@maxeon.com](mailto:stephen.borman@maxeon.com); with a copy to [LegalNotice@maxeon.com](mailto:LegalNotice@maxeon.com)

Maxeon Solar Technologies, Ltd.  
收件人：工业合作伙伴运营部；总法律顾问  
电子邮件：[stephen.borman@maxeon.com](mailto:stephen.borman@maxeon.com)；抄送LegalNotice @maxeon.com

21. No Presumption Against Drafting Party. Each Party to this DG Agreement acknowledges that this DG Agreement is the product of informed, arms-length negotiations among the Parties, and if any part of this DG Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Parties. The Parties, and each of them, further agree that they have been represented by counsel during the negotiation, preparation, and execution of this DG Agreement, and waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the drafting Party.

**无针对起草方的假定。**本分布式协议的每一方承认，本分布式协议是各方知情公允协商的成果。如本分布式协议的任何部分被认为规定不明确或存在矛盾，该部分应当按如同所有各方共同起草该部分的方式被解释。各方及每一方进一步同意，其在本分布式协议的谈判、制作和签署过程中均由律师代表，因此放弃适用任何规定协议或其他文件中的不明确之处须按照不利于起草方的方式进行解释的法律、法规或解释原则的权利。

22. Suppliers as One Party; Affiliates

**各供应商作为一方；关联方**

- 22.1 For all purposes of this DG Agreement, HSPV and HSNE shall always be considered one and the same Party. They shall jointly take all the actions, exercise all the rights and make all the claims of the Suppliers hereunder, and shall bear all the liabilities of Suppliers hereunder on joint and several basis. For instance, any Purchase Order issued by a Customer to HSPV shall be considered being issued to HSPV and HSNE jointly, and any DG Products delivered by HSNE shall be considered as being delivered by HSPV and HSNE jointly. HSPV and HSNE may enter into separate agreements between themselves on their performance of this DG Agreement, including the agreement on a Supplier selling its DG Products to another Supplier for resale to the Customers in accordance with this DG Agreement, without affecting the rights or liabilities of the other Parties.

就本分布式协议而言，环晟光伏和环晟新能应始终被视为同一方。其应在本分布式协议项下共同采取一切行动，行使一切权利，提出各供应商的一切索赔，并连带承担各供应商在本分布式协议项下的一切责任。例如，客户发送给

**环晟光伏**的任何**采购订单**应被视为共同发送给**环晟光伏**和**环晟新能**，**环晟新能**交付的任何**分布式产品**应被视为同时由**环晟光伏**和**环晟新能**共同交付。**环晟光伏**和**环晟新能**之间可就其履行本**分布式协议**签订单独的协议，包括约定一名**供应商**根据本**分布式协议**将其**分布式产品**出售给另一**供应商**，以便转售给**客户**，但不影响其他**各方**的权利或责任。

22.2 The Customer and its designated Affiliates may purchase the DG Products under the terms of this DG Agreement. Submission of a Purchase Order referencing this DG Agreement is deemed to constitute acceptance of the terms of this DG Agreement by the applicable Affiliate.

**客户**及其指定**关联方**可以按照本**分布式协议**规定采购**分布式产品**。提交一个与本**分布式协议**有关的**采购订单**被视为构成有关**关联方**对本**分布式协议**规定的接受。

23. Interpretation. In this DG Agreement: (i) words importing the singular shall include the plural and vice versa; (ii) words denoting individuals shall include any form of entity and vice versa; (iii) words denoting any gender shall include all genders; (iv) where any act, matter or thing is required by this DG Agreement to be performed or carried out on a certain day and that day is not a business day at the location of the Parties concerned, then that act, matter or thing shall be carried out or performed on the next following business day; (v) unless specified otherwise, any reference herein to any Section shall be deemed to be a reference to a Section of this DG Agreement; (vi) any reference to any agreement, document or instrument shall refer to such agreement, document or instrument as amended, modified or supplemented; (vii) the words “include,” “including” and the derivations thereof shall not be limiting and shall be deemed to be followed by the phrase “without limitation; and (viii) the headings contained in this DG Agreement or in any Schedule hereto are for reference purposes only and shall not affect the meaning or interpretation of this DG Agreement.

**解释。**在本**分布式协议**中：(i) 使用单数的词语应包括其复数，反之亦然；(ii) 指代个体的词语应当包括任何形式的实体，反之亦然；(iii) 指代任一性别的词语应包括所有性别；(iv) 如本**分布式协议**要求任一行为、事项或者事件须在某一天履行或进行，而当天在相关**各方**所在地非工作日，那么该等行为、事项或者事件应当于下个工作日履行或进行；(v) 除非另有规定，本**分布式协议**规定的参见某一部分应被理解为参见本**分布式协议**的某一部分；(vi) 参见任何协议、文件或法律文件应当被理解为参见该等协议、文件或法律文件的经修订、经修改或经补充的版本；及(vii) “包括”一词及其派生词应当包括不限于的意思，所以应当被理解为其后有短语“不限于”；及(viii) 本**分布式协议**及本**分布式协议**任何附件的标题仅为参考之目的，不影响本**分布式协议**的含义及解释。

24. Amendments. This DG Agreement may not be amended or otherwise changed except by written agreement executed by authorized representatives of all of the Parties.

**修订。**除非经所有**各方**的授权代表书面签署，否则不得修改或以其他方式更改本**分布式协议**。

25. Assignment. MAXN may designate one or more Affiliates of it to enter into purchase commitments and Purchase Orders with Suppliers under this DG Agreement, the terms and conditions of this DG Agreement shall apply to those purchase commitments and Purchase Orders between Suppliers and those designated Affiliates of MAXN automatically, provided that MAXN is jointly liable with the designated Affiliates for obligations to Suppliers. If an Affiliate of Suppliers becomes capable of manufacturing and selling DG Products and has passed the factory certification of MAXN, the Suppliers may designate such Affiliate to enter into purchase commitments and Purchase Orders with MAXN or its Affiliates under this DG Agreement, the terms and conditions of this DG Agreement shall apply to those purchase commitments and Purchase Orders between MAXN or its Affiliates and the designated Affiliate of Suppliers automatically, provided that Suppliers are jointly liable with the designated Affiliate for obligations to MAXN or its Affiliates. Except as provided herein, neither Party shall assign this DG Agreement without the prior written consent of other Parties hereto, and any purported assignment without such consent shall be deemed null and void.

**转让。** MAXN可指定其一家或几家**关联方**在本**分布式协议**下与各**供应商**订立**购买承诺和采购订单**，本**分布式协议**的条款和条件将自动适用于各**供应商**和MAXN指定的**关联方**的**购买承诺和采购订单**，但MAXN应与其指定的**关联方**对其向各**供应商**的义务承担连带责任。在**供应商**的**相关关联方**具备制造和销售**分布式产品**的能力并经MAXN完成工厂验收后，各**供应商**可指定该**关联方**在本**分布式协议**下与MAXN或其**关联方**订立**购买承诺和采购订单**，本**分布式协议**的条款和条件将自动适用于MAXN或其**关联方**和**供应商**指定的**关联方**的**购买承诺和采购订单**，但**供应商**应与其指定的**关联方**对向MAXN或其**关联方**的义务承担连带责任。除本**分布式协议**另有规定外，未经其他各方事先书面同意，任何一方不得转让本**分布式协议**，未经该等同意的任何声称转让应当被认定为无效。

26. Governing Law. This DG Agreement and all disputes arising out of or in connection with it shall be governed by the laws of PRC, without regard to rules of conflicts of laws.

**管辖法律。** 本**分布式协议**及源于本**分布式协议**或与本**分布式协议**有关的所有争议应当适用**中国**法律，其冲突法规除外。

27. Dispute Resolution. The Parties shall seek to settle any dispute, controversy or claim arising from or in connection with this DG Agreement through friendly consultations. If within thirty (30) days after one Party notifies other Parties of any dispute in writing, the Parties fail to resolve such dispute through friendly consultation, such dispute shall be settled through arbitration by the Singapore International Arbitration Centre under its rules of arbitration in force when the arbitration is initiated. The arbitration award shall be final and binding on the Parties. The place of arbitration shall be Singapore. The arbitrators shall award the prevailing Party, if any, as determined by the arbitrators, its attorneys' fees and costs. Judgment upon any award(s) rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each Party undertakes to keep

confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

**争议解决。**就本**分布式协议**项下产生或与本**分布式协议**有关的任何争议、纠纷或索赔，**各方**应通过友好协商解决。如果在一方向其他**各方**书面通知该等争议后三十（30）日内未能通过友好协商解决该等争议，则该等争议应当由新加坡国际仲裁中心依据其在仲裁开始时有效的仲裁规则处理。仲裁裁决为终局，对**各方**均有约束力。仲裁地为新加坡。仲裁员应自行决定由另一方支付胜诉一方（如有）的律师费和成本。针对仲裁员的仲裁裁决作出的判决可以在任何有管辖权的法院进行。每一方承诺就所有仲裁裁决，连同所有为仲裁目的而在仲裁程序中制作的材料及另一方在仲裁程序中制作的非公共领域信息的其他文件进行保密，法律义务要求一方披露的、为保护或获得法定权利、在法庭或其他司法机关的法律程序中执行或质疑仲裁裁决的情况除外。

28. Remedies Cumulative. The rights and remedies provided in this DG Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**累积救济。**本**分布式协议**规定的权利和救济是累积性的，不排除法律规定的任何权利或者救济。

29. Attorneys' Fees and Costs. Where any dispute arising from the performance by the Parties of this DG Agreement proceeds to arbitration after the negotiation fails, the losing Party shall bear all the necessary and reasonable expenses incurred therefrom by the prevailing Party, including attorneys' fees, transportation costs, arbitration costs, consultancy fees, evaluation fees, etc.

**律师费和成本。**如在履行本**分布式协议**时**各方**出现争议，协商无果后，须进行仲裁，则胜诉一方在此过程中的律师费、交通费、仲裁费、咨询费、评估费等一切必要且合理的支出应由败诉一方承担。

30. Waiver. The failure of either Party to insist upon the performance of any provision of this DG Agreement or to exercise any right or privilege granted to such Party under this DG Agreement shall not be construed as waiving such provision or any other provision of this DG Agreement, and the same shall continue in full force and effect.

**弃权。**任一方未能坚持履行本**分布式协议**的任何规定、或未能根据本**分布式协议**行使授予该一方的任何权利或特权，不应被解释为放弃对该等规定或本**分布式协议**的任何其他规定主张权利，且该等规定或本**分布式协议**的其他规定应继续有效且具有完全的效力。

31. Entire Agreement. This DG Agreement, together with all the schedules hereto, constitute the entire agreement among the Parties with respect to the sales and purchase of DG

Products between them, and shall replace and supersede all prior agreements, understandings and representations written or oral, with respect thereto, including the Framework Agreement and the Existing MSA (except for any outstanding Purchase Orders issued under the Existing MSA which shall be fulfilled in accordance with the terms thereof). Notwithstanding the forgoing sentence, the Parties may enter into separate agreements regarding the sale and purchase of P-Series Products other than DG Products between the Customer and the Suppliers, on the price and other terms to be agreed between the Parties and stipulated in these agreements.

**完整协议。**本分布式协议及其所有附件构成各方之间有关销售和购买分布式产品的完整的协议，并取代并替代有关本分布式协议项下事项的所有先前的书面或口头的协议、理解和陈述，包括框架协议和现有供货主协议（根据现有供货主协议发出的任何未完成的采购订单除外，该等采购订单应根据其条款履行）。尽管有前述内容，各方可就客户与各供应商之间分布式产品以外的其他P系列产品的销售与购买另行签署协议，价格和其他条件将由各方另行约定并载入协议。

32. Severability. Should any provision of this DG Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this DG Agreement, but rather this DG Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly.

**可分割性。**如本分布式协议的任何条款被认定无效或不合法，该等无效或不合法不应导致本分布式协议全部无效，本分布式协议应被解释为其不包括该等无效或不合法的条款，各方的权利和义务应据此加以解释和履行。

33. Export Compliance; Anti-corruption

#### **出口合规；反腐败**

- 33.1 Compliance with Applicable Law. The Customer shall comply with all applicable laws and trade restrictions promulgated by authorities with competent jurisdiction over the Customer. The Suppliers agree to comply, in performing this DG Agreement, with all applicable economic sanctions and trade restrictions imposed by law. In addition, the Suppliers shall comply with all laws and regulations applicable to the manufacture and sale of the DG Products within the PRC. Suppliers shall not use any ozone depleting substances listed in annexes A and B of the Montreal Protocol, including but not limited to chlorofluorocarbons, in the manufacture of DG Products.

**遵守相关适用法律。**客户应该遵守所有相关法律和对客户有适当管辖权的权力机构制定的贸易限制措施。各供应商同意在履行本分布式协议的过程中，遵守所有可适用的法律强制的经济制裁和贸易限制。此外，各供应商应遵守适用于在中国境内生产和销售分布式产品的所有法律和法规。各供应商在生产分布式产品时不得使用《蒙特利尔议定书》附件A和B所规定的任何臭氧破坏物质（包括但不限于含氯氟烃）。

- 33.2 Anti-Corruption Laws. Each Supplier shall comply with all applicable laws enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of the PRC and any other countries where it intends to conduct business. Each Supplier acknowledges that it has reviewed a copy (available at [www.justice.gov/criminal/fraud/fcpa](http://www.justice.gov/criminal/fraud/fcpa)) of the U.S. Foreign Corrupt Practices Act (the “FCPA”) and confirms its understanding that the FCPA prohibits the payment or giving of anything of value either directly or indirectly, to an official of a foreign government, foreign political party or official thereof, or any candidate for foreign political office, for the purpose of influencing an act or decision in his official capacity, or inducing him to use his influence with the foreign government, to assist in obtaining or retaining business for or with, or directing business to, any person. Each Supplier agrees to immediately notify Customer of any request that such Party receives to take any action that might constitute, or be construed as, a violation of anti-corruption laws. Each Supplier agrees that Customer is authorized to take all appropriate actions that Customer reasonably deems is necessary to avoid a violation of anti-corruption laws by Customer. Each Supplier agrees that it shall keep and maintain accurate books and records necessary to demonstrate compliance with the foregoing, and that Customer may, during the term of this DG Agreement and for a period of five years following the final payment under, or termination of, this DG Agreement, review or audit such books and records of such Supplier.

**反腐败法。**每个**供应商**均应遵守任何反贿赂和反腐败的适用法律，包括美国《海外反腐败法》、英国《反贿赂法》、《经济合作与发展组织反对在国际商务中贿赂外国公职人员公约》的原则和中国及其拟议开展业务活动的其他国家的相应法律法规。每个**供应商**均确认其已经审阅了一份《美国海外反腐败法》（“FCPA”）（可登录<http://www.justice.gov/criminal/fraud/fcpa>查询），并确认其理解FCPA禁止直接或间接向外国政府的官员、外国政党或其官员、或任外国政治职位的候选人，基于影响其依职权行事或决策或诱导其利用其对外国政府的影响力来协助任何人获得或取得业务或将业务给予他人的目的，支付钱款或任何有价值的物品。每个**供应商**均同意，一旦其所收到要求采取可能构成或被理解为违反反腐败法律的任何行为的要求，其将立即将该等要求通知客户。每个**供应商**均同意**客户**有权采取所有其合理认为必要的适当措施来避免**客户**违反反腐败法律。每个**供应商**均同意其将保留和维持表明符合上述要求所需的会计账簿和记录，并同意**客户**可以在本**分布式协议**期间和在本**分布式协议**项下或本**分布式协议**终止时的最终付款后的五年内，对该**供应商**的该等账簿和记录进行审阅。

- 33.3 Conflicts of Interest. Neither a Supplier nor any of its Representatives shall give to, or receive from, Customer or its Representatives any commission, fee, rebate, or any unreasonable gift or entertainment of value in connection with this DG Agreement, or enter into any other business arrangement with Customer or its Representatives, without the prior consent of Customer. Each Supplier shall (a) promptly notify Customer of any violation of this Section and (b) repay or credit to Customer any consideration received as a result of such violation. Each Supplier shall promptly



disclose to Customer any conflict of interest between (i) such Supplier and its Representatives, on the one hand, and (ii) Customer and its Representatives, on the other hand.

**利益冲突。** 供应商或其任一代表未经客户事先同意，不应给予客户或其代表，亦不应从客户或其代表处收取，任何与本分布式协议相关的佣金、费用、回扣或任何不合理的有价礼物或招待，或与客户或其代表达成任何业务安排。每个供应商均应 (a) 将违反本条的情形立即通知给客户；以及 (b) 将因该等违反行为所获得的任何对价返还给客户。每个供应商均应立即向客户披露 (i) 该供应商和其代表；和 (ii) 客户和其代表之间的任何利益冲突。

34. **Force Majeure.** Notwithstanding anything to the contrary in this DG Agreement or any schedule hereto, neither Party shall be considered in default of performance under this DG Agreement to the extent that performance of such obligations is delayed or prevented by reasons beyond the reasonable control of such Party, including but not limited to fire, flood, hurricanes, earthquake or similar natural disasters, riot, war, terrorism, labor strikes or civil strife.

**不可抗力。** 无论本分布式协议或其任何附件是否有任何相反规定，如任一方因其无法合理控制的原因（包括但不限于火灾、洪水、飓风、地震或相似的自然灾害、动乱、战争、恐怖主义活动、罢工或内乱）而导致其延迟履约或无法履约，则该一方不应被视为在本分布式协议项下构成违约。

35. **Execution.** This DG Agreement may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument.

**签署。** 本分布式协议可一式签署贰份（或更多），每份均应视同原件，但所有签署的文件共同构成同一份文书。

*[Remainder of page intentionally left blank]*

[以下为空白]



IN WITNESS WHEREOF, the Parties hereto have signed this DG Agreement as of the date and year first above written.

各方于上文首次书明的日期签署本分布式协议，以昭信守。

**Supplier:**

**供应商:**

Huansheng Photovoltaic (Jiangsu) Co., Ltd

环晟光伏（江苏）有限公司

By/由: /s/ Zhao Yue

Name/姓名: Zhao Yue

Title/职务: Legal Representative

IN WITNESS WHEREOF, the Parties hereto have signed this DG Agreement as of the date and year first above written.

各方于上文首次书明的日期签署本分布式协议，以昭信守。

**Supplier:**

**供应商:**

Huansheng New Energy (Jiangsu) Co., Ltd.

环晟新能源（江苏）有限公司

By/由: /s/ Zhao Yue

Name/姓名: Zhao Yue

Title/职务: Legal Representative

IN WITNESS WHEREOF, the Parties hereto have signed this DG Agreement as of the date and year first above written.

各方于上文首次书明的日期签署本分布式协议，以昭信守。

**Customer:**

**客户：**

Maxeon Solar Technologies, Ltd.

By/由: /s/ Peter Aschenbrenner

Name/姓名: Peter Aschenbrenner

Title/职务: Chief Strategy Officer

**List of Schedules:**

附件清单：

Schedules

附件

[...]